

NEW YORK
state department of
HEALTH

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

Sue Kelly
Executive Deputy Commissioner

July 27, 2011

Ms. [REDACTED]
President and Chief Executive Officer
Planned Parenthood of the Mid-Hudson Valley
[REDACTED]

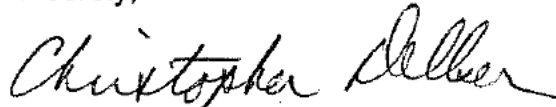
Re: 101054 - C
Planned Parenthood of the Mid-Hudson
Valley
[REDACTED] County)
Relocate and consolidate 2 existing
extension clinic sites and relocate a
service from a third site to a new site at
[REDACTED] - "Safety
Net"

Dear [REDACTED]

This is a letter of clarification relative to the above referenced project. The caption listed on both the Contingent Approval letter, dated July 19, 2010, and the All Contingency Satisfied letter, dated August 10, 2010, listed the new clinic address as [REDACTED] [REDACTED]. It has been determined that the correct postal address for the new clinic should be listed as [REDACTED].

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

Sincerely,


for Keith McCarthy
Acting Director
Bureau of Project Management

Re: Fw: Operating Certificate status for CON 101054- Planned Parenthood of the Mid-Hudson Valley

Keith J. McCarthy

to:

[Redacted]

07/22/2011 04:27 PM

Cc:

Michele M. Cefferillo, 'Mark R Ciotti', 'Connie F. Chin'

Show Details

101054

As this appears to be a simple oversight of no one's fault, and the documentation shows the address change in no way changes the review that was performed, I will ask Mark Ciotti to prepare a corrected approval letter with the correct address.

I trust this will address the situation.

If you have any additional questions, please do not hesitate to ask.

Keith J. McCarthy, Acting Director
Bureau of Project Management
Division of Health Facility Planning
New York State Department of Health
433 River Street -- 6th Floor
Troy, New York 12180

Phone: (518) 403-0911
Fax: (518) 402-0934
E-Mail: kjm09@health.state.ny.us

Michele M. Cefferillo--06/24/2011 11:57:54 AM--As per our discussion, do you want to forward this on or should I? Thanks, Michele Cefferillo

----- Forwarded by Michele M. Cefferillo-BHFP-DHFP-OHSM-DOH on 06/24/2011 11:56 AM -----

From: [Redacted] <[Redacted]@health.state.ny.us>
To: "mnce13@health.state.ny.us" <mnce13@health.state.ny.us>
Date: 06/24/2011 11:43 AM
Subject: Operating Certificate status for CON 101054- Planned Parenthood of the Mid-Hudson Valley

Hi Michelle,

Thank you again for assisting in this process. Below is the original communication to project management from our consultant to issue the correction of address from the submitted CON from [Redacted] to [Redacted] so that New Rochelle can authorize issuing the new operating certificates.

Also attached is the approval letter from Connie Chin/New Rochelle DOH office for us to operate in the [Redacted] location.

In summary:

A new operating certificate for [Redacted] listing family planning and [Redacted]

A new/revised operating certificate for [Redacted] with just family planning, as the [Redacted] service was transferred to [Redacted]

Thanks again, [Redacted]

[Redacted], Executive and Board Operations Manager
Planned Parenthood® Mid Hudson Valley

[Redacted]
[Redacted]

E-mail: [Redacted]@ppmv.org
Website: www.ppmhv.org

NOTE: This transmission, and any files that may accompany it, contain information belonging to Planned Parenthood® Mid-Hudson Valley and is considered confidential and/or legally privileged. If you are not the intended recipient, any disclosure, copying, distribution or the taking of any action in reliance on the contents of this transmission is strictly prohibited. If you believe you have received this transmission in error, please immediately contact the sender.

From: Frank Cicero [mailto:frank@ciceroassociates.com]
Sent: Monday, January 03, 2011 11:51 AM
To: 'Jeffrey R. Rothman'
Cc: [Redacted]
Subject: FW: Planned Parenthood of Mid-Hudson Valley- Inspection Report for CON 101054

Jeff:

I am forwarding below the MARO inspection report for the project referenced above. As part of the pre-opening survey, the applicant was asked to contact PMU and ask that the address of the site in the caption and in the permanent record be changed from [Redacted] to [Redacted]. You will see in the first sentence of the MARO report below that MARO is using the [Redacted]. The reason for the difference is that [Redacted] site is located on a plaza that runs from [Redacted] to [Redacted], the management company's address is [Redacted] in that plaza, and that is what the management company put in the lease signed by PPMHV; the application reflects the [Redacted] address, which is what PPMHV thought it was then recently occupied the space. The actual physical address is [Redacted]; all submitted architectural plans reflect that site, and the physical review by MARO took place at that site.

Please let me know if you need anything else from PPMHV in order to make this change. Thank you, and sorry for the inconvenience.

Frank M. Cicero
CICERO CONSULTING ASSOCIATES
(corporate name: VCC, INC.)
701 Westchester Ave., Suite 210W
White Plains, NY 10604
914-682-8657
914-682-8895 FAX
frank@ciceroassociates.com

From: Annette Williamson [<mailto:axw13@health.state.ny.us>] **On Behalf Of** NRHOSP EML
Sent: Friday, December 31, 2010 12:12 PM
To: [REDACTED]
Subject: Planned Parenthood of Mid-Hudson Valley- Inspection Report for CON 101054

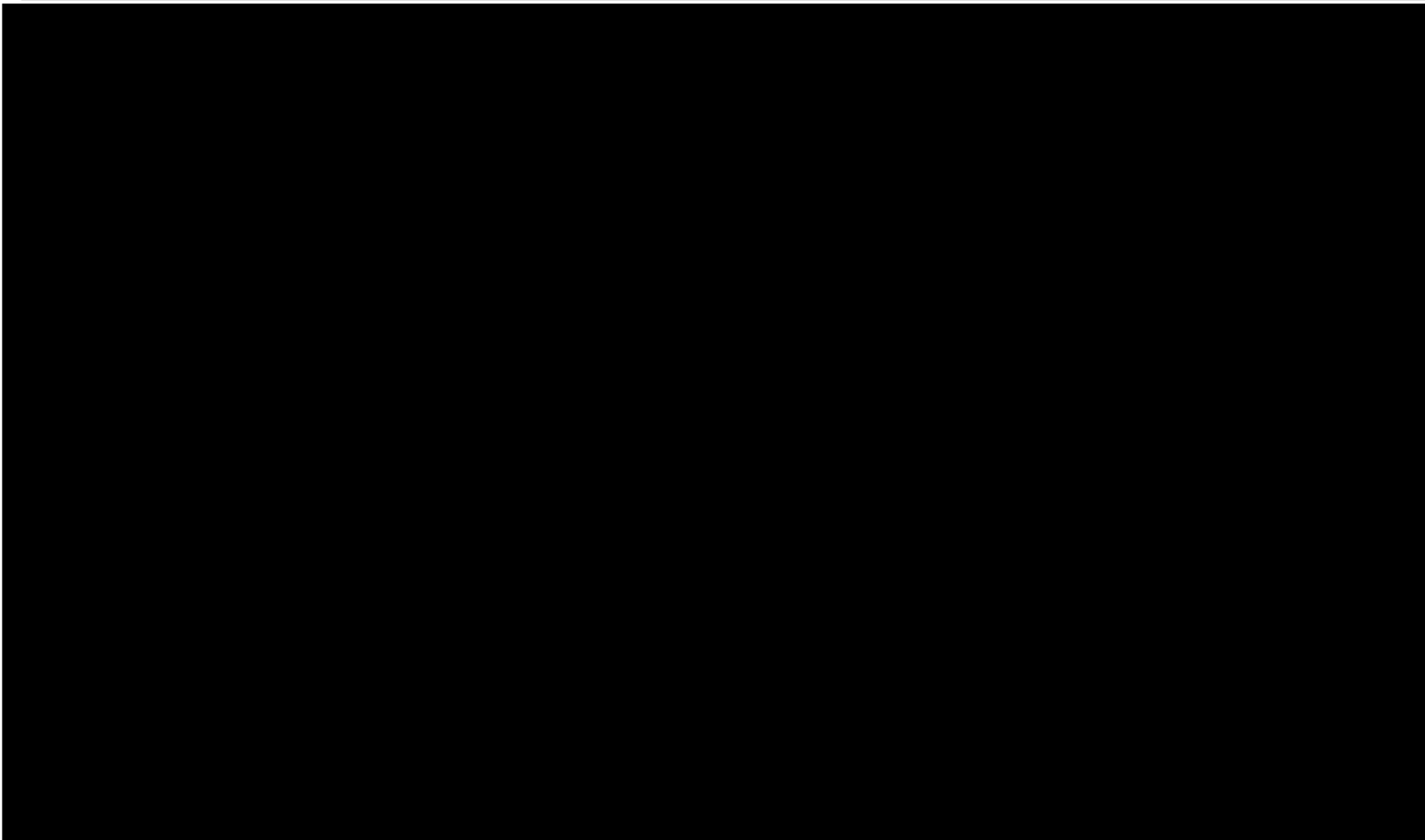
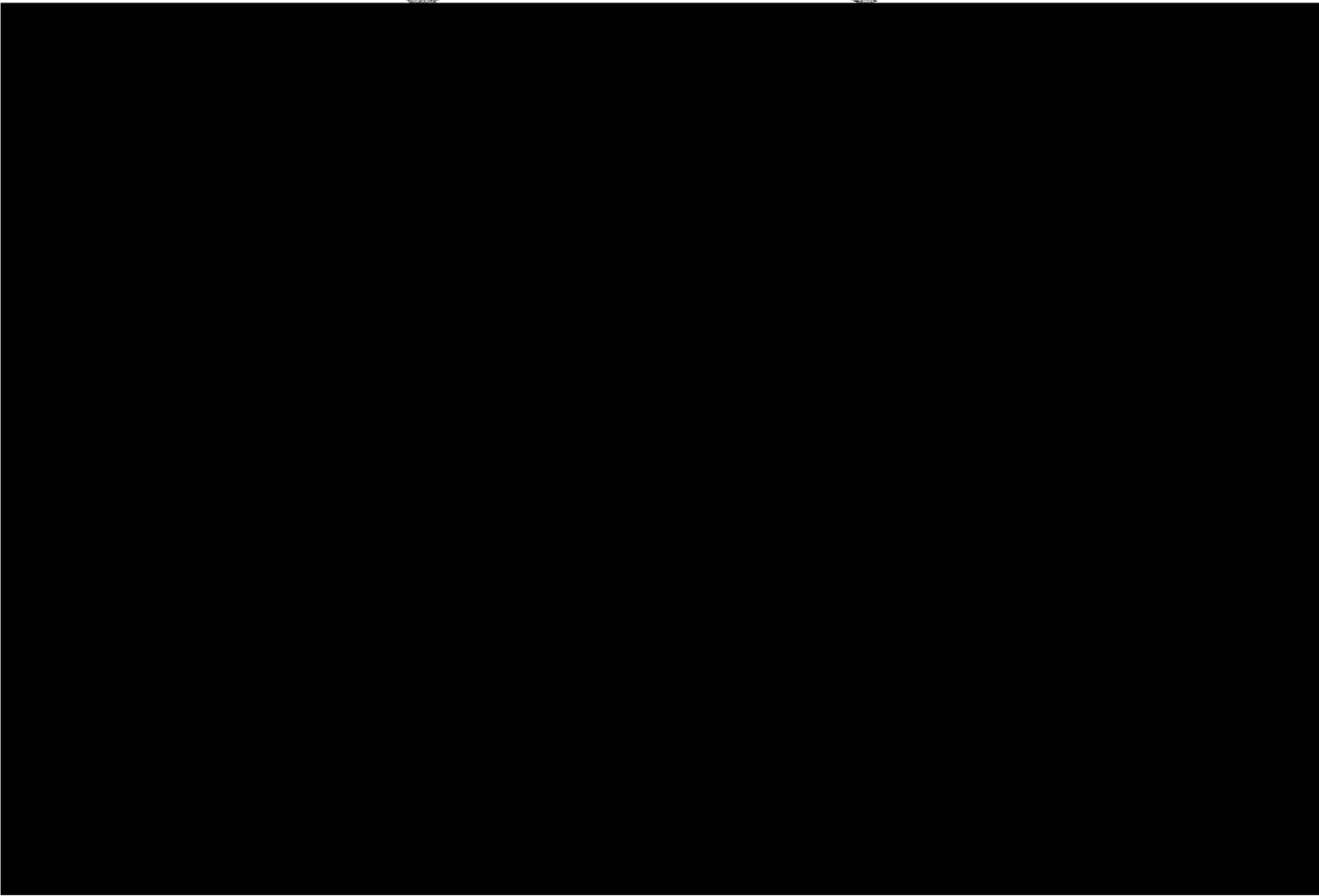
Dear Ms. [REDACTED]

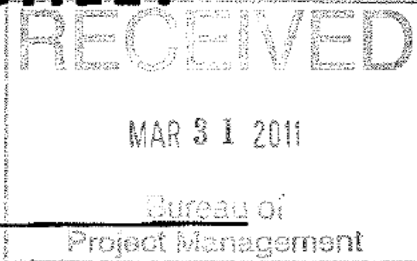
Enclosed is the report of the findings from the December 28, 2010 on-site pre-opening survey of the project at your facility to relocate and consolidate 2 existing extension clinic sites and relocate a service from a third site to a new site at [REDACTED]

The report contains the issues observed at your facility. Before an approval can be granted to operate, all issues are to be corrected and need approval from this office. The issues include, but are not limited to the following:

[attachment "PP Mid-Hudson CON 101054.pdf" deleted by Keith J. McCarthy/PMU/DHFP/OHSM/DOH]

IMPORTANT NOTICE: This e-mail and any attachments may contain confidential or sensitive information which is, or may be, legally privileged





of Pages: 2

Date: 3/31/2011

To: Amy- NYSDOH Project Management

Tel: _____ Fax: 518-402-0931

From: _____
Executive and Board Operations Manager

Telephone: _____ Fax: _____

E-mail: _____ org

Subject: Tax Exempt Form

- Urgent As discussed As requested Please Process FYI

Hi Amy,

Attached is the e-mail that was originally sent to Jeff Rothman

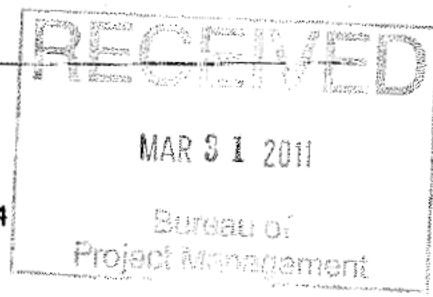
on 1/3/2011. Let me know if you need any additional information.

Thanks in advance for your help. _____

This message is for the sole use of the intended recipients and may contain confidential and privileged information that belongs to Planned Parenthood Mid-Hudson Valley. Any unauthorized review, use, disclosure or distribution of this message is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original message.

[REDACTED]

Subject: FW: Planned Parenthood address clarification for CON 101054



From: Frank Cicero [mailto:frank@ciceroassociates.com]

Sent: Monday, January 03, 2011 11:51 AM

To: 'Jeffrey R. Rothman'

Cc: [REDACTED]

Subject: FW: Planned Parenthood of Mid-Hudson Valley- Inspection Report for CON 101054

Jeff:

I am forwarding below the MARO inspection report for the project referenced above. As part of the pre-opening survey, the applicant was asked to contact PMU and ask that the address of the site in the caption and in the permanent record be changed from [REDACTED] to [REDACTED]. You will see in the first sentence of the MARO report below that MARO is using the [REDACTED] address. The reason for the difference is that PPMHV's site is located in a plaza that runs from [REDACTED] to [REDACTED] the management company's address is [REDACTED], in that plaza, and that is what the management company put in the lease signed by PPMHV, the application reflects the [REDACTED] address, which is what PPMHV thought it was until it recently occupied the space. The actual physical address is [REDACTED] all submitted architectural plans reflect that site; and the physical review by MARO took place at that site.

Please let me know if you need anything else from PPMHV in order to make this change. Thank you, and sorry for the inconvenience.

Frank M. Cicero
CICERO CONSULTING ASSOCIATES
(corporate name: VCC, INC.)
701 Westchester Ave., Suite 210W
White Plains, NY 10604
914-882-8857
914-882-8805 FAX
frank@ciceroassociates.com

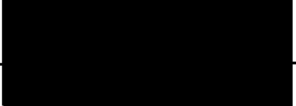
New York State Department of Health
Division of Health Facility Planning

RECEIVED
OCT 27 2010
Bureau of
Project Management

CONSTRUCTION START CONFIRMATION


Please complete the following information and return this form to:

Bureau of Project Management
New York State Department of Health
Hedley Park Place
433 River Street, 6th Floor
Troy, New York 12180-2299

CON Project Number: 101054-C County: 

Facility Name: Planned Parenthood Mid-Hudson Valley

Project Description: Relocate and consolidate 2 existing extension

clinic sites and relocate a service from a third site to a new site at  "Safety net"

Construction Start Date: October 27, 2010

Percent Complete to Date (if any): 0 %

Anticipated Completion Date: December 23, 2010

Name:  Title: President & CEO

Signature:  Date: 10/25/2010



STATE OF NEW YORK
DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.
Commissioner

September 10, 2010

James W. Clyne, Jr.
Executive Deputy Commissioner

****CORRECTED LETTER**

[REDACTED]
President and Chief Executive Officer
Planned Parenthood of the Mid-Hudson Valley

[REDACTED]

Re: 101054 - C
Planned Parenthood of the Mid-Hudson
Valley
[REDACTED] County)
Relocate and consolidate 2 existing extension
clinic sites and relocate a service from a third
site to a new site at [REDACTED] in
[REDACTED] - "Safety Net"
(\$417,270)

Dear [REDACTED]

The Department of Health approves the above application in accordance with the administrative review provisions set forth in 10 NYCRR section 710.1(c)(3). Approval of this application is subject to the enclosed contingencies first being satisfied.

In addition to the contingencies, the Department approves this application with the enclosed conditions. You are expected to comply with these conditions throughout the operation of this project.

Three (3) copies of documentation that addresses these contingencies must be sent, within sixty (60) days of receipt of this letter, to the:

Bureau of Project Management
Division of Health Facility Planning
Office of Health Systems Management
NYS Department of Health
433 River Street, 6th Floor
Troy, New York 12180-2299
(518) 402-0911

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

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

- submit written materials to satisfy the enclosed contingencies and receive written approval from the Division of Health Facility Planning (DHFP) indicating the satisfaction of all contingencies;
- after receiving a letter from DHFP confirming that all contingencies have been met, submit a written request to, and receive written approval from, the Bureau of Architectural and Engineering Facility Planning to begin construction, and;
- develop a plan to ensure the health and safety of all patients and staff during construction. This plan must comply with all applicable sections of the National Fire Prevention Association (NFPA) 101 Life Safety Code (1997 Edition) and all applicable sections of the State Hospital Code during construction. The plan may require you to separate residents, patients, staff and essential support services from the construction site and/or provide them with an alternative means of egress. Please have the plan available to regional office staff at the time of their on-site visit.

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

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

Sincerely,



Richard M. Cook
Deputy Commissioner
Office of Health Systems Management

Enclosures



STATE OF NEW YORK
DEPARTMENT OF HEALTH

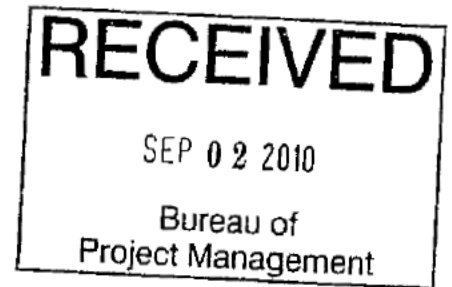
433 River Street, Suite 303 Troy, New York 12180-2299

Richard F. Dalnes, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

August 30, 2010

██████████
President and Chief Executive Officer
Planned Parenthood of the Mid-Hudson Valley
██████████



RE: 101054-C
Planned Parenthood of the Mid-Hudson
Valley
██████████ (County)
Relocate and consolidate 2 existing
extension clinic sites and relocate a service
from a third site to a new site at ██████████
██████████ in ██████████ "Safety Net"
Approval to Construct
\$417,270.00

Dear ██████████

In accord with the provisions set forth in Title 10 NYCRR section 710.7, the Department of Health approves your request to begin construction of the above project. At the time that construction begins, please complete the enclosed form and return it to this office.

As stated in your application approval letter, you must have a plan to ensure the health and safety of all patients and staff during construction. This plan must comply with all applicable sections of the National Fire Protection Association (NFPA) 101 Life Safety Code (1997 Edition) and all applicable sections of the State Hospital Code during construction. The plan may require you to separate residents, patients, staff and essential support services from the construction site and/or provide them with an alternative means of egress. Please have the plan available to regional office staff at the time of their on-site visit.

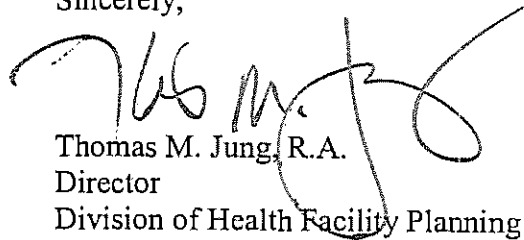
You are responsible for ensuring that this project complies with all applicable statutes, codes, rules and regulations. Should violations be found when reviewing documents, or at the time of on-site inspections or surveys, you will be required to correct

them. Additional capital costs incurred to address any violations will not be eligible for reimbursement beyond the cost agreed to per the Start of Construction form SHC 710.7, submitted and signed by the applicant on July 19, 2010, without prior approval by the Department. Also, in accordance with Title 10 NYCRR section 710.5, any change in the scope of this project must receive prior approval from the Department and may require a new or amended application.

To ensure that a pre-opening inspection is conducted in a timely manner, please contact the appropriate Regional Office at least sixty (60) days prior to the completion of construction. Failure to provide this timely notification may result in a delay in scheduling the pre-opening survey.

If you have any questions concerning this letter, please contact the Bureau of Architectural and Engineering Facility Planning at (518) 402-0904.

Sincerely,



Thomas M. Jung, R.A.
Director
Division of Health Facility Planning

Enclosures

101054



February 26, 2010

Mr. Jeffrey R. Rothman, M.S., M.B.A., Director
Bureau of Project Management
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

RE: Relocation and Consolidation of [REDACTED] and [REDACTED] Extension Clinics

Dear Mr. Rothman:

I am the President and Chief Executive Officer of Planned Parenthood of the Mid-Hudson Valley, Inc. (PPMHV), which is submitting a Certificate of Need (C.O.N.) Application that seeks approval to relocate and consolidate two (2) of its extension clinic sites [REDACTED] and [REDACTED] to a single site in [REDACTED]. The existing [REDACTED] and [REDACTED] buildings are owned by PPMHV. PPMHV anticipates funding the above-referenced relocation/consolidation project through the sale of the [REDACTED] and [REDACTED] buildings, as well as through its general fundraising efforts.

Please note that, to the extent that sufficient cash equity is not available through its fundraising efforts and from the sale of the [REDACTED] and [REDACTED] buildings, PPMHV will utilize its existing cash reserves (shown as Cash and Investments on the 2008 Certified Financial Statement of PPMHV) to fund the proposed relocation/consolidation project.

Please feel free to contact me if you require any additional information.

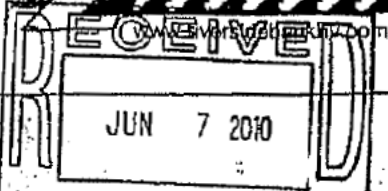
Sincerely,



President and CEO

RIVERSIDE BANK

P.O. Box 912 • 11 Garden Street
 Poughkeepsie, N.Y. 12602
 (845) 454-6511



Planned Parenthood
 of the Mid-Hudson Valley, Inc

Date: 5/28/10 Page: 1 of 1
 Account Number: [REDACTED]

--- CHECKING ACCOUNTS ---

MONEY MKT/SAVINGS		Item Truncation	
Account Number	[REDACTED]	Statement dates	5/03/10 thru 5/31/10
Previous Balance	210,787.03	Days in the statement period	29
Deposits/Credits	00	Average Ledger	206,687
2 Checks/debits	9,499.97	Average Collected	206,687
Service Charge	00	Interest Earned	164.28
Interest Paid	164.28	Annual Percentage Yield Earned	1.00%
Ending Balance	201,451.34	2010 Interest Paid	849.27

Deposits and Other Credits

Date	Description	Amount
5/31	INTEREST PAID 29 DAYS	164.28 IE

Checks in serial Number Order

Date	Check No.	Amount	Date	Check No.	Amount
5/06	104	2,382.00	5/24	105	7,117.97

*Indicates skip in check number

Daily Balance Information

Date	Balance	Date	Balance
5/03	210,787.03	5/24	201,287.06
5/06	208,405.03	5/31	201,451.34

Interest Rate Summary

Date	Interest Rate
5/02	1.00%



TIAA-CREF Trust Company, FID
 211 North Broadway, Suite 1000
 St. Louis, Missouri 63102

FINANCIAL SERVICES
 FOR THE GREATER GOOD®

ACCOUNT NUMBER
 [REDACTED]

SUMMARY OF HOLDINGS
 AS OF 5/31/10
 PP OF MID-HUDSON VALLEY ENDOWMENT

PAGE 1

DESCRIPTION	COST	PERCENT OF COST	MARKET VALUE	PERCENT OF MARKET	YIELD ON MARKET	ACCRUED INCOME
MONEY MARKET FUNDS	3,992.82	0.50	3,992.82	0.45	0.11	0.31
EQUITY MUTUAL FUNDS	374,210.37	55.80	584,062.78	62.98	1.83	0.00
FIXED INCOME MUTUAL FUNDS	292,400.00	49.60	327,535.55	36.58	4.05	1,096.09
TOTAL ASSETS	670,603.19	100.00	885,591.13	100.00	2.64	1,096.40
ENDING ACCRUAL FOR PERIOD			1,096.40			
ENDING VALUE			886,787.53			

DOH STATE OF NEW YORK DEPARTMENT OF HEALTH

433 River Street, Suite 303 Troy, New York 12180-2299

Richard F. Daines, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

August 10, 2010

██████████
President and Chief Executive Officer
Planned Parenthood of the Mid-Hudson Valley
████████████████████

Re: 101054 - C
Planned Parenthood of the Mid-Hudson
Valley
██████████ County)
Relocate and consolidate 2 existing
extension clinic sites and relocate a service
from a third site to a new site at ██████████
██████████ in ██████████ - "Safety Net"
Total Project Cost: \$417,270

Dear ██████████

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

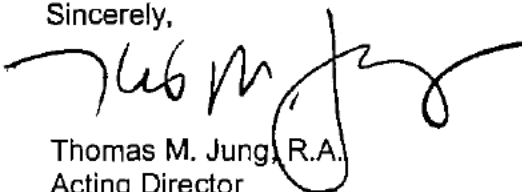
Upon completion of all drawing review submission(s) required by the Bureau of Architectural and Engineering Facility Planning as described in your CON approval letter, you may begin construction. At the time that construction begins, please complete the enclosed form and return it to the Bureau of Project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

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

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

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

Sincerely,



Thomas M. Jung, R.A.
Acting Director
Division of Health Facility Planning

Enclosure

CONSTRUCTION START CONFIRMATION

Please complete the following information and return this form to:

Bureau of Project Management
New York State Department of Health
Hedley Park Place
433 River Street, 6th Floor
Troy, New York 12180-2299

CON Project Number: _____ County: _____

Facility
Name: _____

Project
Description: _____

Construction Start Date: _____

Percent Complete to Date (if any): _____%

Anticipated Completion Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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

Re:

101054
Planned Parenthood of the
Mid Hudson Valley
Total Project Cost: 417,200

Dear:

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

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

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

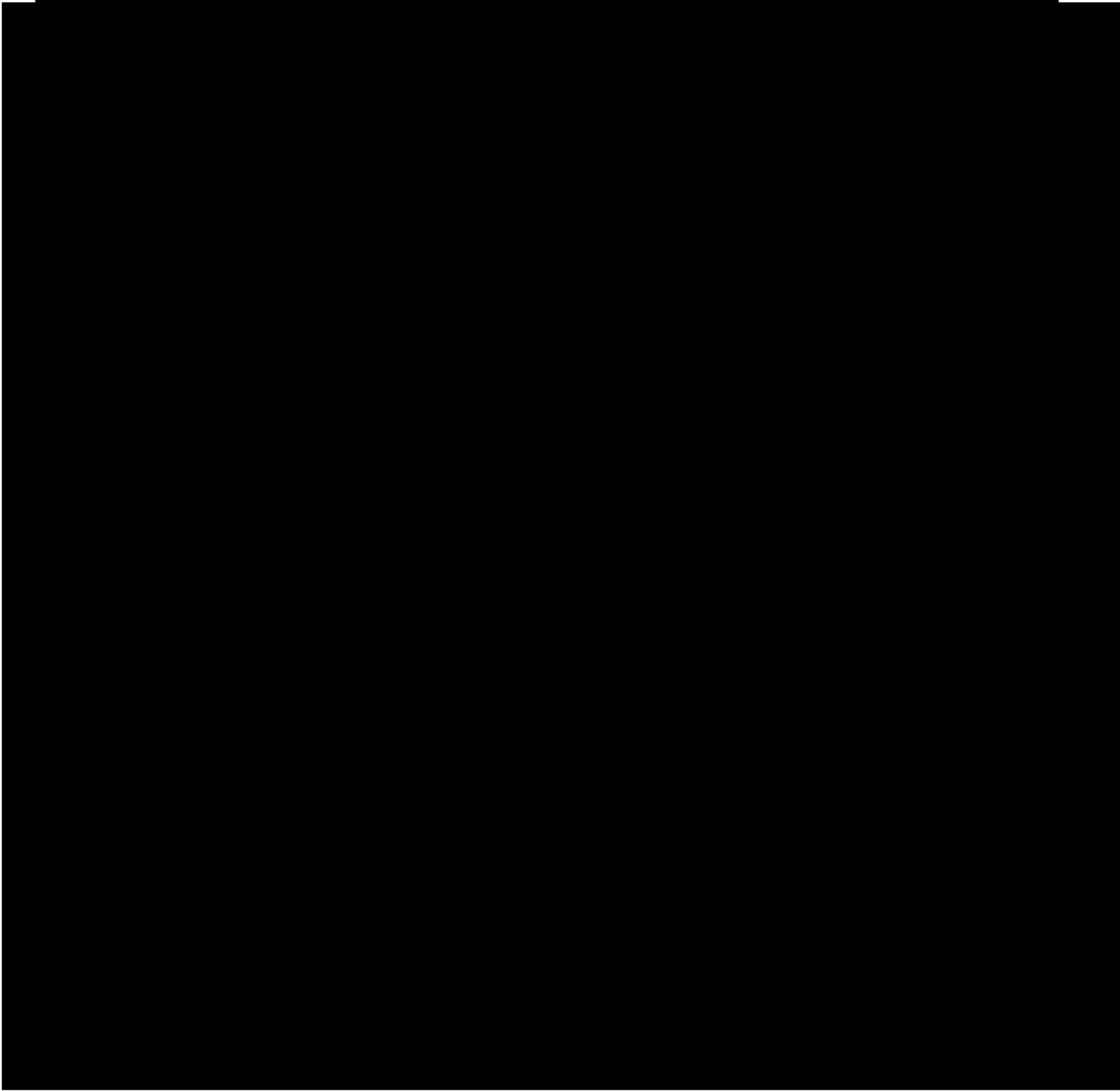
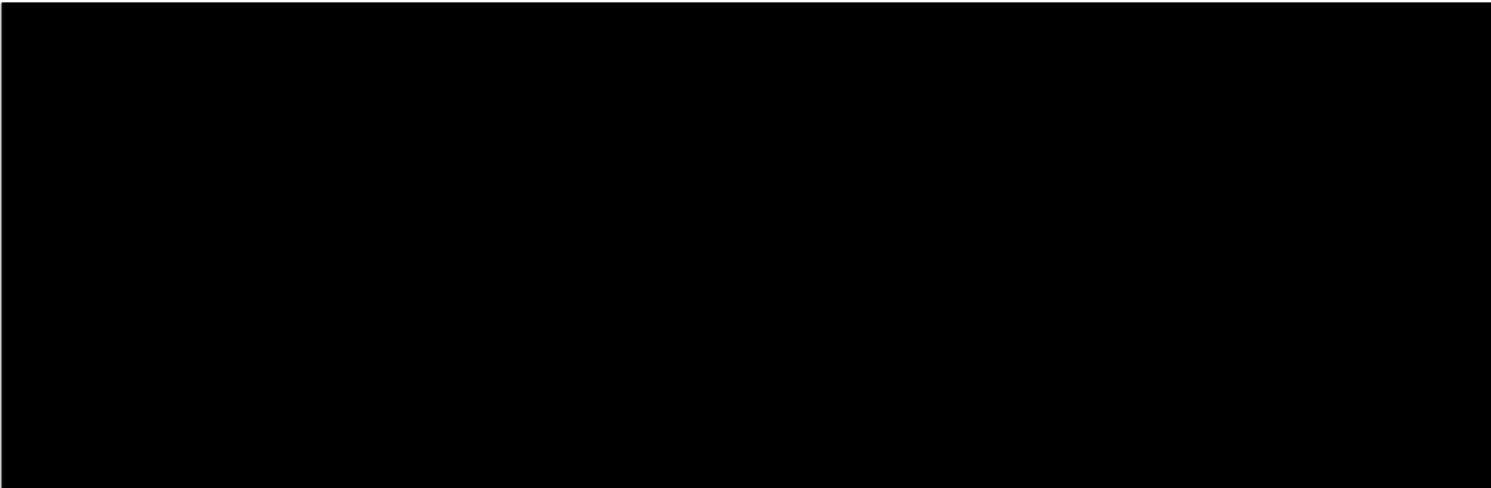
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If you have any questions regarding this letter, please contact the Bureau of Project Management at 518-402-0911.

Sincerely,

Thomas M. Jung, R.A.
Acting Director
Division of Health Facility Planning

Enclosure



**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 checked="" type="checkbox"/>	A. Lease	N/A
<input checked="" type="checkbox"/>	B. Cash	\$417,270
<input type="checkbox"/>	C. Land	
<input type="checkbox"/>	D. Other	
<input type="checkbox"/>	E. Mortgage, Notes, or Bonds	
<input type="checkbox"/>	F. Refinancing	
<input type="checkbox"/>	Total Mortgage/Notes/Bonds plus Refinancing: (E + F)	
<input checked="" type="checkbox"/>	Total Project Financing (Sum A to F)	\$417,270

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"/>	Previously provided to the Department
3. Submit an affidavit indicating any business or family relationships between principals of the landlord and tenant	<input type="checkbox"/>	Previously provided to the Department
4. If applicable, provide a copy of the lease assignment agreement and the Landlord's consent to the proposed lease assignment	<input checked="" type="checkbox"/>	
5. If applicable, identify separately the total square footage to be occupied by the Article 28 facility and the total square footage of the building	<input type="checkbox"/>	Previously provided to the Department
6. Attach two letters from independent realtors verifying square footage rate.	<input type="checkbox"/>	Previously provided to the Department
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	\$417,270
Sale of Existing Assets	
Gifts (fundraising program)	
Government Grants	
Other	
TOTAL CASH	\$417,270

	Not Applicable	Title of attachment
1. Provide a breakdown of the sources of cash. See sample table above.	<input type="checkbox"/>	See Above Table
2. Attach a copy of the latest certified financial statement and interim monthly or quarterly financial reports to cover the balance of time to date.	<input type="checkbox"/>	Previously provided to the Department
3. If amounts are listed in "Accumulated Funds" provide cross-reference to certified financial statement or Schedule 2b, if applicable.	<input type="checkbox"/>	Previously provided to the Department
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).	<input type="checkbox"/>	10% Equity Met

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

Schedule 9

C. Mortgage, Notes, or Bonds - Not required for limited review N/A

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

	Total Project	Units
Interest		%
Term	N/A	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 N/A

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	N/A
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 N/A

1. Provide listing and breakdown of other financing mechanisms.

	Total Project
Notes	
Stock	N/A
Other	

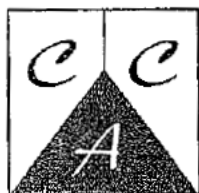
	Not Applicable	Title of attachment
2. Attach documentation and a description of the method of financing.	<input checked="" type="checkbox"/>	

F. Refinancing - Not required for limited Review N/A

	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"/>	

Cicero Consulting Associates

VCC, Inc.



701 Westchester Ave.
Suite 210W
White Plains, NY 10604
Tel: (914) 682-8657
Fax: (914) 682-8895

July 9, 2010

White Plains Unit
Frank T. Cicero, M.D.
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Mr. Jeffrey R. Rothman, M.S., M.B.A., Director
Bureau of Project Management
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

RE: PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY
PROJECT NO. 101054-C

[REDACTED] County)

Relocate and Consolidate 2 Existing Extension Clinic Sites and Relocate a Service from
a Third Site to a New Site at [REDACTED] in [REDACTED] - "Safety Net"

Dear Mr. Rothman:

On behalf of our client, Planned Parenthood of the Mid-Hudson Valley (PPMHV), we are responding to the two (2) contingencies placed on the approval of the project referenced above, as per the June 21, 2010 contingent approval letter from Mr. Richard M. Cook.

In addition, the contingent approval letter from the Department states that the Primary Medical Care O/P service will be provided at the consolidated extension clinic site. In fact, the applicant will not be providing the Primary Medical Care O/P service and did not request that service for the relocated, consolidated extension clinic site. Please refer to Attachment No. 1 for a copy of the Schedule 17C that was originally provided to the Department. To this end, PPMHV is requesting that this service be eliminated from the Operating Certificate and approval letter of the extension clinic site.

Following are the specific responses to the above-referenced letter from Mr. Cook:

1. Submission of documentation of fundraising to be used as a source of financing acceptable to the Department of Health. [BFA]

Mr. Jeffrey R. Rothman, M.S., M.B.A.

July 9, 2010

Page 2

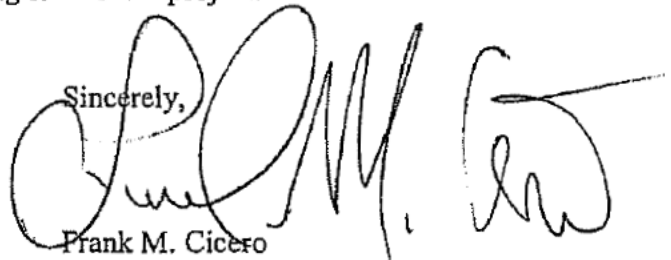
RESPONSE

Please refer to Attachment No. 2 for a copy of the Letter of Funding from Ms. [REDACTED] [REDACTED] President and CEO of Planned Parenthood of the Mid-Hudson Valley, that states that PPMHV will utilize its existing cash reserves in the event that cash equity is not available through fundraising efforts or from the sale of the [REDACTED] and [REDACTED] buildings. This letter was provided to the Department in the original C.O.N. Application. To this end, PPMHV will utilize its existing cash equity to fund the entirety of this project. Please refer to Attachment No. 2 for statements from two (2) separate accounts of PPMHV that document the existence of sufficient funds for this project. Per the applicant, the TIAA-CREF investment account is convertible to cash.

2. Submission of a check for the amount of \$1,037, payable to the New York State Department of Health. Pursuant to Chapter 58 of the Laws of 2009, applications submitted for administrative review shall pay a fee of thirty hundredths of one percent of the total capital value of the project, exclusive of the CON application fee, if any. [PMU]

RESPONSE

Please find enclosed a check from the applicant in the amount of \$1,037, which represents the additional C.O.N. Application processing fee for this project.

Sincerely,

Frank M. Cicero

cc: Ms. [REDACTED] President and CEO, Planned Parenthood of the Mid-Hudson Valley

ATTACHMENT NO. 1

ORIGINAL SCHEDULE 17C

New York State Department of Health
Certificate of Need Application

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:
For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location.
For Chronic Dialysis Services only, enter only location below and proceed to page 2.
Column c: Mark "x" in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes.
Column d: Mark "x" in the box this CON application seeks to add. Column e: Mark "x" in the box this CON application seeks to decertify.
Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

LOCATION: (Enter street address of facility)	<input type="checkbox"/> MOBILE CLINIC DESIGNATION (217) Check box only if extension clinic is mobile. (A mobile clinic must be an extension clinic with a fixed main site)
--	--

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
	201	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ADULT DAY HEALTH	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY**	195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDICS**	203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUDIOLOGY O/P (See Section 700.2)	159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P	150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES	218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART-TIME SERVICES****	18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P	145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P	148	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HEALTH FAIRS O/P	197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER	401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR	402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY O/P	223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)	403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P	149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY	305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P	188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE - DIAGNOSTIC O/P	224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE - THERAPEUTIC O/P	225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- * MOBILE CLINIC: For each location a clinic vehicle will park to provide services, a separate "Mobile Clinic Site Approval Request" must be attached. A blank form is included below.
- ** AMBULATORY SURGERY requires additional approval by Medicare
- *** MENTAL HEALTH requires additional approval by Office of Mental Health
- **** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (3/00), which is available from: Project Management Group, Division of Health Facility Planning, Office of Health Systems Management, New York State Department of Health, 433 River Street, 6th floor, Troy, NY 12180

New York State Department of Health
Certificate of Need Application

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	061	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS - HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: The "Existing" services represent those that are certified at the existing extension clinic (in [redacted]; PFI [redacted]) that will be relocated and consolidated with the extension clinic (in [redacted]; PFI [redacted]) certified for Family Planning O/P through this project. [redacted] services will also be relocated from the extension clinic (in [redacted]; PFI [redacted]) to the consolidated extension clinic site.

END STAGE RENAL DISEASE (ESRD) N/A

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If application involves dialysis service with existing capacity, complete the following table:

TABLE 17C-1(b) PROCEDURES	Last 12 mos.	2 years prior	3 years prior
CHRONIC DIALYSIS			

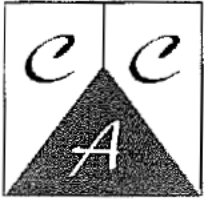
All Chronic Dialysis applicants must provide information requested on the following page in compliance with 10 NYCRR 670.6.

ATTACHMENT NO. 2

DOCUMENTATION OF EXISTING FUNDS

Cicero Consulting Associates

VCC, Inc.



701 Westchester Ave.
Suite 210W
White Plains, NY 10604
Tel: (914) 682-8657
Fax: (914) 682-8895

July 21, 2010

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Mr. Thomas M. Jung, R.A., Director
Bureau of Architectural and Engineering Facility Planning
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299



RE: **PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY**
PROJECT NO. 101054-C
(Orange County)
Relocate and Consolidate 2 Existing Extension Clinic Sites and Relocate a Service from
a Third Site to a New Site at [REDACTED] in [REDACTED] - "Safety Net"

SUBMISSION OF CONSTRUCTION START, FINAL PLAN CD, PLAN CERTIFICATION

Dear Mr. Jung:

On behalf of our client, Planned Parenthood of the Mid-Hudson Valley (PPMHV), please find enclosed a start of construction request form, an original Plan Certification Letter in Lieu of Plan Review and a CD of the final construction documents for the above project. This project has a cost of less than \$10 million and the applicant has responded to all contingencies placed on the project. The applicant would appreciate the Department's earliest possible review of the enclosed materials and issuance of an approval to start construction, upon resolution of contingencies.

Please feel free to contact us with any questions regarding this project. Thank you.

Sincerely,

Frank M. Cicero

cc: Mr. Jeffrey R. Rothman, M.S., M.B.A., Director, Bureau of Project Management
Ms. [REDACTED] President and CEO, Planned Parenthood of the Mid-Hudson Valley

**HOSPITAL PROGRAM MANUAL
PROCEDURE
CONSTRUCTION
START OF CONSTRUCTION - SHC710.7**

To: Thomas M. Jung, R.A.
Acting Director
Division of Health Facility Planning
433 River Street, Suite 303
Troy, New York 12180-2299

Re: Project No. 101054-C
Facility: Planned Parenthood of the [REDACTED]
Hudson Valley
County: [REDACTED] County
Relocate and Consolidate 2 Existing
Extension Clinic Sites and Relocate a Service
from a Third Site to a New Site at [REDACTED]
[REDACTED] in [REDACTED] - "Safety Net"

I request approval for the start of construction on the above project.

Upon receipt of this letter containing the department's approved costs noted herein, it is understood that the applicant will be advised in writing that approval to commence construction has been granted. The signatures of the facility's Chief Executive Officer, the Project Architect and the Construction Manager will serve to verify that the project is consistent with approved scope of work and previously approved planning documents. Further, the completed project will comply with the State Hospital Code, NFPA Life Safety Code (101), local codes and other applicable codes.

I understand that the maximum cost recognized for the Capital Cost component of the reimbursement rate, regardless of any future cost over-run will be:

1.1 Land Acquisition	\$	_____
1.2 Building Acquisition	\$	_____
2.1 New Construction	\$	_____
2.2 Renovation & Demolition	\$	291,666
2.3 Site Development	\$	_____
2.4 Temporary Power	\$	_____
2.5 Asbestos Abatement or Removal	\$	_____
3.1 Design Contingency	\$	29,167
3.2 Construction Contingency	\$	29,167
4.1 Fixed Equipment (NIC)	\$	_____
4.2 Planning Consultant Fees	\$	_____
4.3 Architect / Engineering Fees	\$	29,167
4.4 Construction Manager Fees	\$	_____
4.5 Other Fees (Consultant etc.)	\$	35,817
Subtotal (total 1.1 thru 4.5)	\$	_____
5.1 Movable Equipment	\$	_____
6.0 Total Basic Cost of Construction	\$	_____
(Total 1.1 thru 5.1)		
7.1 Financing Costs (Points, etc.)	\$	_____
7.2 Interim Interest Expense	\$	_____
8.0 Total Project Costs	\$	_____
9.1 Application Fee	\$	1,250
9.2 Additional Processing Fee	\$	1,037
10 Total Project Cost with CON fees	\$	417,270

Construction will start on or before 08/15/10 for a period of 4 months and be completed on _____
or before 12/15/10.

PRINT & SIGN: [REDACTED] DATE: 7/19/10
 _____ (Applicant)
 _____ (Architect/Engineer) DATE: 7.15.2010
 _____ (Construction Manager) DATE: _____

187 East Market Street
Suite 180
Rhinebeck NY 12572

845 876 8202
845 876 8112 fax
optimusarchitecture.com



15 July 2010

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



Re: Project #: 101054-C
Name: Planned Parenthood of the Mid-Hudson Valley
Location: [REDACTED] County), NY 12550
Description: Relocate and Consolidate 2 Existing Extension Clinic Sites and Relocate a Service from a Third Site to a New Site at [REDACTED] in [REDACTED] - "Safety Net"

To the New York State Department of Health:

This is to certify that under the terms of my contract for the above-named facility to provide services to design and prepare working drawings and specifications, and as applicable to make periodic visits to the site during construction and perform such other required services to familiarize myself with the general progress, quality and conformance of the work, I have ascertained that to the best of my knowledge, information and belief: the completed structure will be designed, and constructed, in accordance with plans and specifications consistent with the referenced CON as approved by the New York State Department of Health, and in substantial compliance with the applicable provisions of the State Hospital Code (10 NYCRR) which were in effect at the time this project was approved.

I understand that upon completion of construction, the costs of any subsequent corrections necessary to achieve compliance with the requirements of Part 711 of this Title, when the prior work was not completed properly as certified herein, may not be considered allowable costs for reimbursement under Part 86 of NYCRR Title 10. I ascertain that I have read and understood the conditions of Part 710 of 10 NYCRR. Construction Documents for record purposes only must still be submitted for all Full and Administrative Reviews. An electronic copy of the Construction Documents on CD is being provided with this letter.

7.15.2010
Date

David A. Souers, AIA, ACHA

Professional NYS License No. 017367-1

Proof of subscription by Applicant:

7/19/10
Date

Signature of Applicant CEO



STATE OF NEW YORK
DEPARTMENT OF HEALTH

433 River Street, Suite 303 Troy, New York 12180-2299

Richard F. Daines, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

July 19, 2010

Ms. [REDACTED]
President and Chief Executive Officer
Planned Parenthood of the Mid-Hudson Valley
[REDACTED]

Re: 101054 - C
Planned Parenthood of the Mid-Hudson
Valley
([REDACTED] County)
Relocate and consolidate 2 existing
extension clinic sites and relocate a
service from a third site to a new site at
[REDACTED] in [REDACTED]
"Safety Net"

Dear [REDACTED]

The Bureau of Financial Analysis has reviewed and found unacceptable the material submitted to address contingency #1, submission of documentation of fundraising to be used as a source of financing acceptable to the Department of Health on the above referenced project. In order to satisfy the contingency the following is required:

- Submission of fundraising documentation.

Two copies of your response to this matter are required within thirty (30) days. If you have any questions regarding this matter, please contact Mr. Joe Mosseau at (518) 402-0953.

Sincerely,

Catherine Jolicoeur
Health Program Administrator
Bureau of Project Management

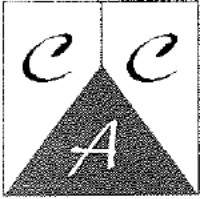
cc: Mr. Mosseau

Cicero Consulting Associates
VCC, Inc.

Cashline

13511

1,037

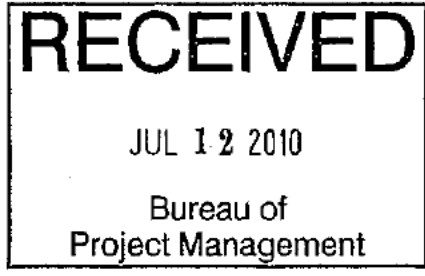


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July 9, 2010



Mr. Jeffrey R. Rothman, M.S., M.B.A., Director
Bureau of Project Management
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

RE: PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY
PROJECT NO. 101054-C

(County)

Relocate and Consolidate 2 Existing Extension Clinic Sites and Relocate a Service from
a Third Site to a New Site at in "Safety Net"

7/13

Dear Mr. Rothman:

On behalf of our client, Planned Parenthood of the Mid-Hudson Valley (PPMHV), we are responding to the two (2) contingencies placed on the approval of the project referenced above, as per the June 21, 2010 contingent approval letter from Mr. Richard M. Cook.

In addition, the contingent approval letter from the Department states that the Primary Medical Care O/P service will be provided at the consolidated extension clinic site. In fact, the applicant will not be providing the Primary Medical Care O/P service and did not request that service for the relocated, consolidated extension clinic site. Please refer to Attachment No. 1 for a copy of the Schedule 17C that was originally provided to the Department. To this end, PPMHV is requesting that this service be eliminated from the Operating Certificate and approval letter of the extension clinic site.

Following are the specific responses to the above-referenced letter from Mr. Cook:

1. Submission of documentation of fundraising to be used as a source of financing acceptable to the Department of Health. [BFA]

72940

Mr. Jeffrey R. Rothman, M.S., M.B.A.
July 9, 2010
Page 2

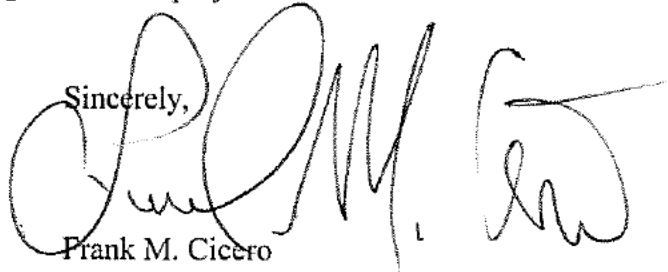
RESPONSE

Please refer to Attachment No. 2 for a copy of the Letter of Funding from Ms. [REDACTED] President and CEO of Planned Parenthood of the Mid-Hudson Valley, that states that PPMHV will utilize its existing cash reserves in the event that cash equity is not available through fundraising efforts or from the sale of the [REDACTED] and [REDACTED] buildings. This letter was provided to the Department in the original C.O.N. Application. To this end, PPMHV will utilize its existing cash equity to fund the entirety of this project. Please refer to Attachment No. 2 for statements from two (2) separate accounts of PPMHV that document the existence of sufficient funds for this project. Per the applicant, the TIAA-CREF investment account is convertible to cash.

2. **Submission of a check for the amount of \$1,037, payable to the New York State Department of Health. Pursuant to Chapter 58 of the Laws of 2009, applications submitted for administrative review shall pay a fee of thirty hundredths of one percent of the total capital value of the project, exclusive of the CON application fee, if any. [PMU]**

RESPONSE

Please find enclosed a check from the applicant in the amount of \$1,037, which represents the additional C.O.N. Application processing fee for this project.

Sincerely,

Frank M. Cicero

cc: Ms. [REDACTED] President and CEO, Planned Parenthood of the Mid-Hudson Valley

ATTACHMENT NO. 1

ORIGINAL SCHEDULE 17C

New York State Department of Health
 Certificate of Need Application

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location
 For Chronic Dialysis Services only, enter only location below and proceed to page 2
 Column c: Mark "x" in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes
 Column d: Mark "x" in the box this CON application seeks to add. Column e: Mark "x" in the box this CON application seeks to decertify.
 Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

LOCATION: <div style="background-color: black; width: 100px; height: 20px; margin-top: 5px;"></div> <small>(Enter street address of facility)</small>	<input type="checkbox"/> MOBILE CLINIC DESIGNATION (217) * Check box only if extension clinic is mobile <small>(A mobile clinic must be an extension clinic with a fixed main site)</small>
---	--

a	b	c Existing	d Add	e Remove	f Proposed
	201	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ADULT DAY HEALTH	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHALMOLOGY**	195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDICS**	203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUDIOLOGY O/P (See Section 700.2)	159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P	150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES	218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART TIME SERVICES****	18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P	145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P	148	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HEALTH FAIRS O/P	197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER	401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR	402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY O/P	223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)	403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P	149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY	305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P	188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE - DIAGNOSTIC O/P	224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE - THERAPEUTIC O/P	225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* MOBILE CLINIC: For each location a clinic vehicle will parks to provide services, a separate "Mobil Clinic Site Approval Request" must be attached. A blank form is included below.
 ** AMBULATORY SURGERY requires additional approval by Medicare
 *** MENTAL HEALTH requires additional approval by Office of Mental Health
 **** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00), which is available from:
 Project Management Group, Division of Health Facility Planning, Office of Health Systems Management,
 New York State Department of Health, 433 River Street, 6th floor, Troy, NY 12180

New York State Department of Health
 Certificate of Need Application

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS - HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: The "Existing" services represent those that are certified at the existing extension clinic in PFI# that will be relocated and consolidated with the extension clinic (- in PFI# : Certified for Family Planning O/P) through this project. services will also be relocated from the extension clinic in PFI# to the consolidated extension clinic site.

END STAGE RENAL DISEASE (ESRD) N/A

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If application involves dialysis service with existing capacity, complete the following table:

TABLE 17C-1(b) PROCEDURES	Last 12 mos.	2 years prior	3 years prior
CHRONIC DIALYSIS			

All Chronic Dialysis applicants must provide information requested on the following page in compliance with 10 NYCRR 670.6.

ATTACHMENT NO. 2

DOCUMENTATION OF EXISTING FUNDS



February 26, 2010

Mr. Jeffrey R. Rothman, M.S., M.B.A., Director
Bureau of Project Management
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

RE: Relocation and Consolidation of [REDACTED] and [REDACTED] Extension Clinics

Dear Mr. Rothman:

I am the President and Chief Executive Officer of Planned Parenthood of the Mid-Hudson Valley, Inc. (PPMHV), which is submitting a Certificate of Need (C.O.N.) Application that seeks approval to relocate and consolidate two (2) of its extension clinic sites ([REDACTED] and [REDACTED]) to a single site in [REDACTED]. The existing [REDACTED] and [REDACTED] buildings are owned by PPMHV. PPMHV anticipates funding the above-referenced relocation/consolidation project through the sale of the [REDACTED] and [REDACTED] buildings, as well as through its general fundraising efforts.

Please note that, to the extent that sufficient cash equity is not available through its fundraising efforts and from the sale of the [REDACTED] and [REDACTED] buildings, PPMHV will utilize its existing cash reserves (shown as Cash and Investments on the 2008 Certified Financial Statement of PPMHV) to fund the proposed relocation/consolidation project.

Please feel free to contact me if you require any additional information.

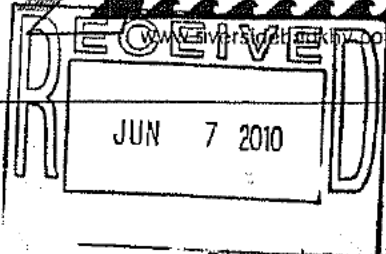
Sincerely,



President and CEO

RIVERSIDE BANK

P.O. Box 912 • 11 Garden Street
Poughkeepsie, N.Y. 12602
(845) 454-5511



Planned Parenthood
of the Mid-Hudson Valley, Inc.

Date 5/28/10 Page 1 of 1
Account Number [REDACTED]

----- CHECKING ACCOUNTS -----

H MONEY MKT/SAVINGS

Account Number	[REDACTED]
Previous Balance	210,787.03
Deposits/Credits	.00
2 Checks/Debits	9,499.97
Service Charge	.00
Interest Paid	164.28
Ending Balance	201,451.34

Item Truncation

Statement Dates	5/03/10 thru 5/31/10
Days in the statement period	29
Average Ledger	206,687
Average Collected	206,687
Interest Earned	164.28
Annual Percentage Yield Earned	1.00%
2010 Interest Paid	849.27

Deposits and Other Credits

Date	Description	Amount
5/31	INTEREST PAID 29 DAYS	164.28 IE

Checks in Serial Number Order

Date	Check No.	Amount	Date	Check No.	Amount
5/06	104	2,382.00	5/24	105	7,117.97

*Indicates skip in Check Number

Daily Balance Information

Date	Balance	Date	Balance
5/03	210,787.03	5/24	201,287.06
5/06	208,405.03	5/31	201,451.34

Interest Rate Summary

Date	Interest Rate
5/02	1.00%



TIAA-CREF Trust Company, FID
 211 North Broadway, Suite 1000
 St. Louis, Missouri 63102

FINANCIAL SERVICES
 FOR THE GREATER GOOD®

ACCOUNT NUMBER
 [REDACTED]

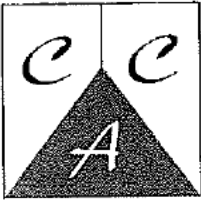
SUMMARY OF HOLDINGS
 AS OF 5/31/10
 PP OF MID-HUDSON VALLEY ENDOWMENT

PAGE 1

DESCRIPTION	COST	PERCENT OF COST	MARKET VALUE	PERCENT OF MARKET	YIELD ON MARKET	ACCRUED INCOME
MONEY MARKET FUNDS	3,992.82	0.60	3,992.82	0.45	0.11	0.31
EQUITY MUTUAL FUNDS	374,210.37	55.80	564,062.76	62.98	1.83	0.00
FIXED INCOME MUTUAL FUNDS	292,400.00	43.60	327,835.55	36.58	4.06	1,096.08
TOTAL ASSETS	670,603.19	100.00	895,891.13	100.00	2.64	1,096.40
ENDING ACCRUAL FOR PERIOD			1,096.40			
ENDING VALUE			896,787.53			

Cicero Consulting Associates

VCC, Inc.



701 Westchester Ave.
Suite 210W
White Plains, NY 10604
Tel: (914) 682-8657
Fax: (914) 682-8895

White Plains Unit
Frank T. Cicero, M.D.
Frank M. Cicero
James Psarianos
Michael D. Ungerer
Noelia Chung
Brian Baldwin

Albany Unit
Nicholas J. Mongiardo
William B. Carmello
Anthony J. Maddaloni
Rose Murphy
Joseph F. Poff
Charles F. Murphy, Jr.
Albert L. D'Amato
Mark Van Guysling

July 9, 2010

Mr. Jeffrey R. Rothman, M.S., M.B.A., Director
Bureau of Project Management
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

RE: PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY
PROJECT NO. 101054-C
(██████ County)
Relocate and Consolidate 2 Existing Extension Clinic Sites and Relocate a Service from
a Third Site to a New Site at ██████ in ██████ – “Safety Net”

Dear Mr. Rothman:

On behalf of our client, Planned Parenthood of the Mid-Hudson Valley (PPMHV), we are responding to the two (2) contingencies placed on the approval of the project referenced above, as per the June 21, 2010 contingent approval letter from Mr. Richard M. Cook.

~~In addition, the contingent approval letter from the Department states that the Primary Medical Care O/P service will be provided at the consolidated extension clinic site. In fact, the applicant will not be providing the Primary Medical Care O/P service and did not request that service for the relocated, consolidated extension clinic site. Please refer to Attachment No. 1 for a copy of the Schedule 17C that was originally provided to the Department. To this end, PPMHV is requesting that this service be eliminated from the Operating Certificate and approval letter of the extension clinic site.~~

Following are the specific responses to the above-referenced letter from Mr. Cook:

1. **Submission of documentation of fundraising to be used as a source of financing acceptable to the Department of Health. [BFA]**

Mr. Jeffrey R. Rothman, M.S., M.B.A.
July 9, 2010
Page 2

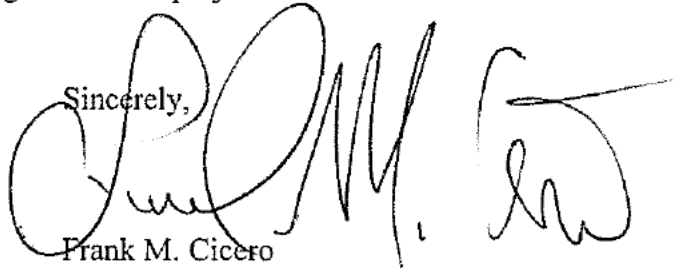
RESPONSE

Please refer to Attachment No. 2 for a copy of the Letter of Funding from Ms. [REDACTED] President and CEO of Planned Parenthood of the Mid-Hudson Valley, that states that PPMHV will utilize its existing cash reserves in the event that cash equity is not available through fundraising efforts or from the sale of the [REDACTED] and [REDACTED] buildings. This letter was provided to the Department in the original C.O.N. Application. To this end, PPMHV will utilize its existing cash equity to fund the entirety of this project. Please refer to Attachment No. 2 for statements from two (2) separate accounts of PPMHV that document the existence of sufficient funds for this project. Per the applicant, the TIAA-CREF investment account is convertible to cash.

2. **Submission of a check for the amount of \$1,037, payable to the New York State Department of Health. Pursuant to Chapter 58 of the Laws of 2009, applications submitted for administrative review shall pay a fee of thirty hundredths of one percent of the total capital value of the project, exclusive of the CON application fee, if any. [PMU]**

RESPONSE

Please find enclosed a check from the applicant in the amount of \$1,037, which represents the additional C.O.N. Application processing fee for this project.

Sincerely,

Frank M. Cicero

cc: Ms. [REDACTED] President and CEO, Planned Parenthood of the Mid-Hudson Valley

ATTACHMENT NO. 1

ORIGINAL SCHEDULE 17C

New York State Department of Health
Certificate of Need Application

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

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Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

LOCATION: (Enter street address of facility)	<input type="checkbox"/> MOBILE CLINIC DESIGNATION (217) * Check box only if extension clinic is mobile (A mobile clinic must be an extension clinic with a fixed main site)
--	---

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
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ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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FAMILY PLANNING O/P	148	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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- * MOBILE CLINIC: For each location a clinic vehicle will parks to provide services, a separate "Mobile Clinic Site Approval Request" must be attached. A blank form is included below.
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- *** MENTAL HEALTH requires additional approval by Office of Mental Health
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**New York State Department of Health
Certificate of Need Application**

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
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OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: The "Existing" services represent those that are certified at the existing [redacted] extension clinic ([redacted] in [redacted] PFI [redacted] that will be relocated and consolidated with the [redacted] extension clinic ([redacted] in [redacted] PFI # [redacted] : Certified for Family Planning O/P) through this project. [redacted] services will also be relocated from the [redacted] extension clinic ([redacted] in [redacted] PFI # [redacted]) to the consolidated extension clinic site.

END STAGE RENAL DISEASE (ESRD) N/A

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If application involves dialysis service with existing capacity, complete the following table:

TABLE 17C-1(b) PROCEDURES	Last 12 mos.	2 years prior	3 years prior
CHRONIC DIALYSIS			

All Chronic Dialysis applicants must provide information requested on the following page in compliance with 10 NYCRR 670.6.

February 26, 2010

Mr. Jeffrey R. Rothman, M.S., M.B.A., Director
Bureau of Project Management
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

RE: Relocation and Consolidation of [REDACTED] and [REDACTED] Extension Clinics


Dear Mr. Rothman:

I am the President and Chief Executive Officer of Planned Parenthood of the Mid-Hudson Valley, Inc. (PPMHV), which is submitting a Certificate of Need (C.O.N.) Application that seeks approval to relocate and consolidate two (2) of its extension clinic sites ([REDACTED] and [REDACTED]) to a single site in [REDACTED]. The existing [REDACTED] and [REDACTED] buildings are owned by PPMHV. PPMHV anticipates funding the above-referenced relocation/consolidation project through the sale of the [REDACTED] and [REDACTED] buildings, as well as through its general fundraising efforts.

Please note that, to the extent that sufficient cash equity is not available through its fundraising efforts and from the sale of the [REDACTED] and [REDACTED] buildings, PPMHV will utilize its existing cash reserves (shown as Cash and Investments on the 2008 Certified Financial Statement of PPMHV) to fund the proposed relocation/consolidation project.

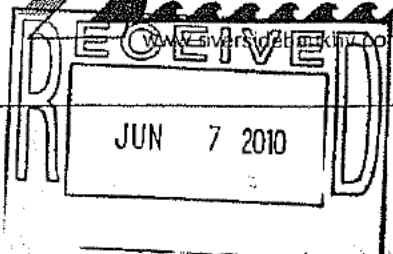
Please feel free to contact me if you require any additional information.

Sincerely,


President and CEO

RIVERSIDE BANK

P.O. Box 912 • 11 Garden Street
Poughkeepsie, N.Y. 12602
(845) 454-5511



Planned Parenthood
of the Mid Hudson Valley, Inc.

Date 5/28/10 Page 1 of 1
Account Number [REDACTED]

--- CHECKING ACCOUNTS ---

H. MONEY MKT/SAVINGS

Account Number	[REDACTED]
Previous Balance	210,787.03
Deposits/Credits	.00
2 Checks/Debits	9,499.97
Service Charge	.00
Interest Paid	164.28
Ending Balance	201,451.34

Item Truncation

Statement Dates	5/03/10 thru 5/31/10
Days in the statement period	29
Average Ledger	206,687
Average Collected	206,687
Interest Earned	164.28
Annual Percentage Yield Earned	1.00%
2010 Interest Paid	849.27

Deposits and Other Credits

Date	Description	Amount
5/31	INTEREST PAID 29 DAYS	164.28 IE

Checks in serial Number Order

Date	Check No.	Amount	Date	Check No.	Amount
5/06	104	2,382.00	5/24	105	7,117.97

*Indicates skip in Check Number

Daily Balance Information

Date	Balance	Date	Balance
5/03	210,787.03	5/24	201,287.06
5/06	208,405.03	5/31	201,451.34

Interest Rate Summary

Date	Interest Rate
5/02	1.00%



TIAA CREF Trust Company, FSB
 211 North Broadway, Suite 1000
 St. Louis, Missouri 63102

FINANCIAL SERVICES
 FOR THE GREATER GOOD™

ACCOUNT NUMBER
 [REDACTED]

SUMMARY OF HOLDINGS
 AS OF 5/31/10
 PP OF MID-HUDSON VALLEY ENDOWMENT

PAGE 1

DESCRIPTION	COST	PERCENT OF COST	MARKET VALUE	PERCENT OF MARKET	YIELD ON MARKET	ACCRUED INCOME
MONEY MARKET FUNDS	3,992.82	0.60	3,992.82	0.45	0.11	0.31
EQUITY MUTUAL FUNDS	374,210.37	55.80	564,082.78	62.88	1.83	0.00
FIXED INCOME MUTUAL FUNDS	292,400.00	43.60	327,635.55	36.58	4.06	1,096.09
TOTAL ASSETS	670,603.19	100.00	895,691.13	100.00	2.64	1,096.40
ENDING ACCRUAL FOR PERIOD			1,096.40			
ENDING VALUE			896,787.53			



STATE OF NEW YORK
DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

June 21, 2010

Ms. [REDACTED]
President and Chief Executive Officer
Planned Parenthood of the Mid-Hudson Valley
[REDACTED]

Re: 101054 - C
Planned Parenthood of the Mid-Hudson
Valley
([REDACTED] County)
Relocate and consolidate 2 existing extension
clinic sites and relocate a service from a third
site to a new site at [REDACTED] in
[REDACTED] - "Safety Net"
(\$417,270)

Dear [REDACTED]

The Department of Health approves the above application in accordance with the administrative review provisions set forth in 10 NYCRR section 710.1(c)(3). Approval of this application is subject to the enclosed contingencies first being satisfied.

In addition to the contingencies, the Department approves this application with the enclosed conditions. You are expected to comply with these conditions throughout the operation of this project.

Three (3) copies of documentation that addresses these contingencies must be sent, within sixty (60) days of receipt of this letter, to the:

Bureau of Project Management
Division of Health Facility Planning
Office of Health Systems Management
NYS Department of Health
433 River Street, 6th Floor
Troy, New York 12180-2299
(518) 402-0911

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

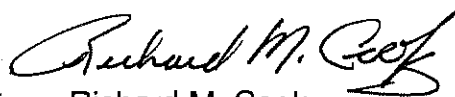
Pursuant to the provisions of 10 NYCRR Parts 86 and 710, you may not begin the construction or operation of any aspect of this project, or receive reimbursement for costs associated with this project, unless all required written approvals are obtained. Before beginning any aspect of this project, you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

- submit written materials to satisfy the enclosed contingencies and receive written approval from the Division of Health Facility Planning (DHFP) indicating the satisfaction of all contingencies;
- after receiving a letter from DHFP confirming that all contingencies have been met, submit a written request to, and receive written approval from, the Bureau of Architectural and Engineering Facility Planning to begin construction, and;
- develop a plan to ensure the health and safety of all patients and staff during construction. This plan must comply with all applicable sections of the National Fire Prevention Association (NFPA) 101 Life Safety Code (1997 Edition) and all applicable sections of the State Hospital Code during construction. The plan may require you to separate residents, patients, staff and essential support services from the construction site and/or provide them with an alternative means of egress. Please have the plan available to regional office staff at the time of their on-site visit.

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

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

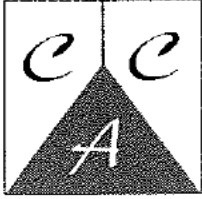
Sincerely,



Richard M. Cook
Deputy Commissioner
Office of Health Systems Management

Enclosures

Cicero Consulting Associates
VCC, Inc.



701 Westchester Ave.
Suite 210W
White Plains, NY 10604
Tel: (914) 682-8657
Fax: (914) 682-8895

April 6, 2010

White Plains Unit
Frank T. Cicero, M.D.
Frank M. Cicero
James Psarianos
Michael D. Ungerer
Noelia Chung
Brian Baldwin

Albany Unit
Nicholas J. Mongiardo
William B. Carmello
Anthony J. Maddaloni
Rose Murphy
Joseph F. Pofit
Charles F. Murphy, Jr.
Albert L. D'Amato
Mark Van Guystling

Mr. Jeffrey R. Rothman, M.S., M.B.A., Director
Bureau of Project Management
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299



RE: PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY
PROJECT NO. 101054-C
(██████████ County)

Relocate and consolidate 2 existing extension clinic sites and relocate a service from a third site to a new site at ██████████ in ██████████ "Safety Net"

Dear Mr. Rothman:

On behalf of our client, Planned Parenthood of the Mid-Hudson Valley (PPMHV), we are providing a Project Management file copy of architectural materials for the project referenced above, in follow-up to recent e-mail correspondence between Mr. Richard Zlattner of the Department and Mr. David Souers, the applicant's architect for the project. Specifically, we have enclosed a reduced-scale schematic plan, an architectural narrative and a functional space program for the project.

Thank you for your consideration in this matter.

Sincerely,

Frank M. Cicero

cc: Mr. Richard Zlattner, Bureau of Architectural and Engineering Facility Planning
Ms. ██████████ President and CEO, Planned Parenthood of the Mid-Hudson Valley

71922

Patricia Smyth

From: David Souers [dsouers@optimusarchitecture.com]
Sent: Tuesday, March 30, 2010 4:34 PM
To: Richard Zlattner
Cc: [REDACTED] Frank Cicero; Michael Ungerer
Subject: Project # 101054-C PP [REDACTED] #0909
Attachments: 0909 PP [REDACTED] Con Program 033010.pdf; 0909 033010 CON Floor Plan.pdf; 0909 Architectural Narrative.pdf

Rich:

The attachments replace the documents you presently have. We have revised the Ultrasound Room to an Exam Room. Any ultrasound equipment used will be portable and will not be dedicated to any particular exam room. This Exam room will be used for privacy with patients when examinations are needed.

Thank you for addressing this with us.

David

David A. Souers, AIA, ACHA, Principal
OPTIMUS ARCHITECTURE
187 East Market Street, Suite 180
Rhinebeck, NY 12572

(845) 876-8202

www.optimusarchitecture.com

3/30/2010



Planned Parenthood of Mid-Hudson Valley

Specialty: Diagnostic & Treatment
Date: 03/30/10

		Qty	Length	Width	Typ SF	Total SF	Notes
Reception	Vestibule	1	9	9	81	81	
	Waiting	1	29	26	754	754	Provide access to drinking water, telephone and wheelchair storage
	Sub Waiting	1	7	16	112	112	
	Toilets	1	8	7	56	56	
	Toilets	1	9	7	63	63	
	Business Office/Recept	1	15	28	420	420	
	File Storage	1	14	19	266	266	
	Education Office Office(s)	1 2	6 7	12 8	72 56	72 112	
Clinical Areas	Exam Room	2	16	12	192	384	Provide a min clear floor area of 80 sq ft, handwashing sink, counter and writing shelf
	Exam Room	3	17	12	204	612	
	Procedure Rooms	1	12	18	216	216	Provide a min clear floor area of 120 sq ft, handwashing sink, counter and writing shelf
		1	11	18	198	198	
	Exam Room	1	16	10	160	160	
	Toilets	1	8	6	48	48	
	Toilets	1	7	7	49	49	
	Nurse Station	1	17	8	136	136	Provide a work counter, supply storage and charting provisions
	Nurse Station	1	6	9	54	54	
	Clean Storage	1	8	9	72	72	
	Soiled Holding	1	8	9	72	72	
	Clean Storage	1	16	6	96	96	
	Soiled Holding	1	16	6	96	96	
	Lab	1	16	12	192	192	
	Clean Supply	1	12	10	120	120	
	Closet	1	4	6	24	24	
	Patient Changing	1	25	27	675	675	(8) patient areas. Provided with a nourishment counter and drug distribution station including counter, sink, fridge and locked storage
	Staff Areas	Consult	1	14	8	112	112
Consult		1	17	8	136	136	
Office		1	7	7	49	49	
Staff Lounge		1	17	12	204	204	Serves as multi-purpose room
Locker Room		1	17	13	221	221	
Staff Toilet		1	9	6	54	54	
Gas		1	12	4	48	48	
Mechanical		1	16	8	128	128	
Housekeeping		1	20	7	140	140	
Server Room		1	8	8	64	64	
Storage		1	5	8	40	40	
Total Net Area						6,336	nsf
Circulation, Walls, etc						1,673	usf
Total						8,009	sq ft

ARCHITECTURAL NARRATIVE

Planned Parenthood of the Mid-Hudson Valley

INTRODUCTION

Planned Parenthood of the Mid-Hudson Valley (PPMHV), an existing, Article 28 diagnostic and treatment center (D&TC), is submitting this Certificate of Need (C.O.N.) Application that seeks approval for the relocation and consolidation of two (2) of its existing extension clinic sites to a single extension clinic site, and for the relocation of one service of a third extension clinic site to the consolidated site. This project is the second phase of a system-wide consolidation effort resulting from a rigorous strategic planning process performed by the Board of Directors of PPMHV and reviewed during several meetings with representatives of various offices of the NYSDOH.

Location

The relocated and consolidated site will be located at [REDACTED] [REDACTED]
[REDACTED].

Purpose

A driving force behind this project is the existence of several constraints at the existing [REDACTED] and [REDACTED] extension clinic sites that are most effectively addressed through the relocation and consolidation of the sites. Examples of constraints are physical limitations of the building, including undersized offices, examination rooms and waiting areas. Additionally, the [REDACTED] extension clinic site is located in a high crime area that has resulted in PPMHV having to close the site at 4:00pm on days it is open.

Existing Program Inventory

PPMHV will relocate and consolidate two (2) of its existing extension clinics to a single extension clinic site and will relocate the [REDACTED] service of a third extension clinic site to the consolidated site.

Program Inventory at Project Completion

Upon completion of this project the new space will consist of two (2) procedure rooms and six (6) exam rooms. The space will also house support services for these functions.

Existing Building Inventory

The project will consist of a renovation of 8,009 square feet located on the ground floor of an existing office building.

Building Inventory at Project Completion

See "Existing Building Inventory" above.

Purpose/Need

As noted above, a driving force behind this project is the existence of several constraints at the existing [REDACTED] and [REDACTED] extension clinic sites that are most effectively addressed through the relocation and consolidation of the sites.

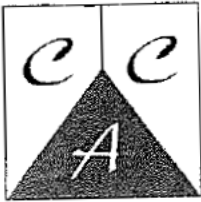
PROJECT DESCRIPTION

The new 8,009 square foot extension clinic will consist of clinical and non-clinical areas. The non-clinical area consists of waiting rooms, staff lounge, locker room, business offices and storage. The waiting room will have an area for wheelchair, storage, as well as access to drinking water and telephone. The clinical area will consist of six (6) exam rooms with a clear floor space no less than 80 square feet and two (2) procedure rooms with a clear floor space no less than 120 square feet. All exam, treatment and ultrasound rooms will contain a hand washing sink, work counter and space for writing. There will also be access to clean storage, soiled holding, a clean supply room, housekeeping and an additional storage closet. The clinical area will be monitored by staff at nurse stations.

CONCLUSION

This project will enable PPMHV to provide its extension clinic services to the local community within improved facilities compliant with Article 28 of the New York Public Health Law.

Cicero Consulting Associates
VCC, Inc.



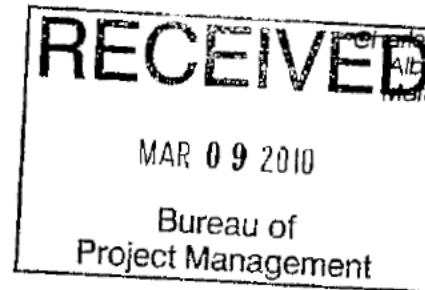
701 Westchester Ave.
Suite 210W
White Plains, NY 10604
Tel: (914) 682-8657
Fax: (914) 682-8895

March 8, 2010

White Plains Unit
Frank T. Cicero, M.D.
Frank M. Cicero
James Psarlanos
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Noelia Chung
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Charles F. Murphy, Jr.
Albert L. D'Amato
Mark Van Guystling

Mr. Thomas M. Jung, R.A., Director
Bureau of Architectural and Engineering Facility Planning
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

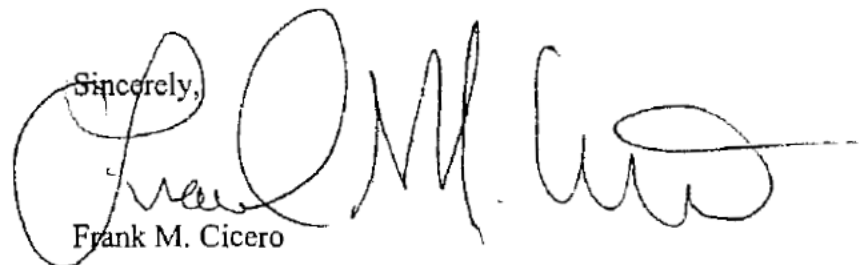


RE: PROJECT NO. 101054-C
PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY
(██████████ County)
Relocate and consolidate 2 existing extension clinic sites and relocate a service from a
third site to a new site at ██████████ in ██████████
"Safety Net"

Dear Mr. Jung:

On behalf of our client, Planned Parenthood of the Mid-Hudson Valley, please find enclosed drawings for the project referenced above, which was recently numbered by the Department. This information supplements the architectural information included in the recently submitted C.O.N. application.

Please feel free to contact us with any questions regarding this project. Thank you.

Sincerely,

Frank M. Cicero

cc: Mr. Jeffrey R. Rothman, M.S., M.B.A., Director, Bureau of Project Management (w/o plans)
Ms. ██████████ President & CEO, Planned Parenthood of the Mid-Hudson Valley
(w/o plans)

101054 Need Review
Planned Parenthood of Mid-Hudson Valley

PROJECT DESCRIPTION

Planned Parenthood of Mid-Hudson Valley seeks approval to relocate and consolidate two existing extension clinic sites and relocate a service from a third site to the new site at [REDACTED]

NEED SUMMARY

Planned Parenthood of Mid-Hudson Valley (PPMHV) seeks approval for the relocation and consolidation of two of its existing extension clinic sites to a single extension clinic site and relocate a service from a third extension clinic site to the new consolidated site. This project is the second phase of a system-wide consolidation effort resulting from a strategic planning process performed by the Board of Directors of PPMVH and reviewed with representatives of the Department.

Approval is recommended.

BACKGROUND

Planned Parenthood of Mid-Hudson Valley located at 17 Noxon Street, Poughkeepsie, NY 12601 is a certified diagnostic and treatment center, providing the following services:

[REDACTED] O/P Clinic Part Time Services Family Planning O/P Primary Medical Care O/P

MPHVC is also authorized to provide similar services at five extension clinics in [REDACTED] towns.

ANALYSIS

The two existing extension clinics that will be relocated and consolidated at [REDACTED] are:

1. Planned Parenthood of Mid-Hudson Valley
[REDACTED] - [REDACTED]
[REDACTED] and
2. Planned Parenthood of Mid-Hudson Valley
[REDACTED]

Additionally, [REDACTED] services will be transferred from the site at [REDACTED] [REDACTED] [REDACTED] to the consolidated site at [REDACTED] [REDACTED]

REASONS FOR RELOCATION

The existing sites at [REDACTED] in [REDACTED] and [REDACTED] in [REDACTED] have physical constraints including undersized offices, examination rooms and waiting areas.

- a) The [REDACTED] site is also located in a high crime area, thereby forcing the clinic to close at 4:00 p.m. on days it is open. Additionally, the building is not fully ADA compliant, and there is no parking for patients. The bathrooms are also outdated.

The stairs to the second floor and to the basement are very narrow and steep, posing a potential hazard for patients and staff. One of the basement exit doors is located in an alcove under the front porch and is often used by vagrants.

In 2008, the [REDACTED] extension clinic experienced a total of 2,637 visits. Services offered at the site include:

- Annual Exam (including breast examination and pap test)
- Birth Control without Pelvic Exam
- Emergency Contraception (EC)
- Family Planning (including birth control pills, condoms, Depo-provera, diaphragm, Implanon, IUC and NuvaRing)
- HIV/AIDS Testing and Counseling
- Male Health Services
- Menopause/Mid-Life Services
- Pregnancy Test and Counseling
- Sexually Transmitted Infection Testing and Treatment
- Treatment for Vaginal and Urinary Tract Infections

- b) The [REDACTED] site is currently too small to accommodate the volume of patients which increased when other sites were closed in 2009. This site is less than 3 miles from the new consolidated site at [REDACTED] [REDACTED]

In 2008, this site experienced 3,626 visits for services similar to those offered at the [REDACTED] site.

The proposed relocation and consolidation at the [REDACTED] site will result in the provision of health care services in a larger, more accessible building. It will lead to more efficiency seeing that currently two clinics are located less than [REDACTED] apart.

The consolidated clinic will provide ample parking for patients. Also the hours of operation will be six days per week for about 63 hours with additional walk-in capabilities.

This will ensure enhanced accessibility to services.

Projected utilization for years 1 and 3 after implementation is shown below by payors:

Visits by Payor – Year 1

Service	Commercial FFS	Medicaid FFS	Medicare M.C.	Self Pay	Charity Care	Total
Primary Care/ Family Planning/ [REDACTED]	1,565	3,387	782	3,790	160	9,684

Visits by Payor – Year 3

Service	Commercial FFS	Medicaid FFS	Medicare M.C.	Self Pay	Charity Care	Total
Primary Care/ Family Planning/ [REDACTED]	1,660	3,593	830	4,021	170	10,274

CONCLUSION

Planned Parenthood of Mid-Hudson Valley seeks approval to consolidate two of its sites due to physical constraints and location of one site in an extremely high crime neighborhood. The applicant also, seeks to transfer [REDACTED] services from a third site to the consolidated site. Accessibility and safety of patients and staff will be enhanced.

From a need perspective, approval is recommended.

101054 Need Review
Planned Parenthood of Mid-Hudson Valley

PROJECT DESCRIPTION

Planned Parenthood of Mid-Hudson Valley seeks approval to relocate and consolidate two existing extension clinic sites and relocate a service from a third site to the new site at [REDACTED]

NEED SUMMARY

Planned Parenthood of Mid-Hudson Valley (PPMHV) seeks approval for the relocation and consolidation of two of its existing extension clinic sites to a single extension clinic site and relocate a service from a third extension clinic site to the new consolidated site. This project is the second phase of a system-wide consolidation effort resulting from a strategic planning process performed by the Board of Directors of PPMVH and reviewed with representatives of the Department.

Approval is recommended.

BACKGROUND

Planned Parenthood of Mid-Hudson Valley located at 17 Noxon Street, Poughkeepsie, NY 12601 is a certified diagnostic and treatment center, providing the following services:

[REDACTED] O/P Clinic Part Time Services Family Planning O/P Primary Medical Care O/P

MPHVC is also authorized to provide similar services at five extension clinics in [REDACTED] towns.

ANALYSIS

The two existing extension clinics that will be relocated and consolidated at [REDACTED] are:

1. Planned Parenthood of Mid-Hudson Valley
[REDACTED]
2. Planned Parenthood of Mid-Hudson Valley
[REDACTED]

Additionally, [REDACTED] services will be transferred from the site at [REDACTED] to the consolidated site at [REDACTED]

REASONS FOR RELOCATION

The existing sites at [REDACTED] in [REDACTED] and [REDACTED] in [REDACTED] have physical constraints including undersized offices, examination rooms and waiting areas.

- a) The [REDACTED] site is also located in a high crime area, thereby forcing the clinic to close at 4:00 p.m. on days it is open. Additionally, the building is not fully ADA compliant, and there is no parking for patients. The bathrooms are also outdated.

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In 2008, the [REDACTED] extension clinic experienced a total of 2,637 visits. Services offered at the site include:

- Annual Exam (including breast examination and pap test)
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- Emergency Contraception (EC)
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- HIV/AIDS Testing and Counseling
- Male Health Services
- Menopause/Mid-Life Services
- Pregnancy Test and Counseling
- Sexually Transmitted Infection Testing and Treatment
- Treatment for Vaginal and Urinary Tract Infections

- b) The [REDACTED] site is currently too small to accommodate the volume of patients which increased when other sites were closed in 2009. This site is less than 3 miles from the new consolidated site at [REDACTED] [REDACTED]

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Visits by Payor – Year 3

Service	Commercial FFS	Medicaid FFS	Medicare M.C.	Self Pay	Charity Care	Total
Primary Care/ Family Planning/ [REDACTED]	1,660	3,593	830	4,021	170	10,274

CONCLUSION

Planned Parenthood of Mid-Hudson Valley seeks approval to consolidate two of its sites due to physical constraints and location of one site in an extremely high crime neighborhood. The applicant also, seeks to transfer [REDACTED] services from a third site to the consolidated site. Accessibility and safety of patients and staff will be enhanced.

From a need perspective, approval is recommended.

DOH STATE OF NEW YORK
DEPARTMENT OF HEALTH

433 River Street, Suite 303 Troy, New York 12180-2299

Richard F. Daines, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

March 5, 2010

Ms. [REDACTED]
President and Chief Executive Officer
Planned Parenthood of the Mid-Hudson Valley
[REDACTED]

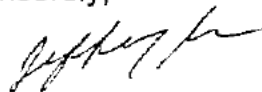
Re: 101054 C
Planned Parenthood of the Mid-Hudson
Valley
([REDACTED] County)
Relocate and consolidate 2 existing
extension clinic sites and relocate a
service from a third site to a new site at
[REDACTED] in [REDACTED]
"Safety Net"

Dear [REDACTED]

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

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

Sincerely,



Jeffrey R. Rothman, M.S., M.B.A.
Director
Bureau of Project Management

Enclosure
JRR/ss

POTENTIAL NON-SUB

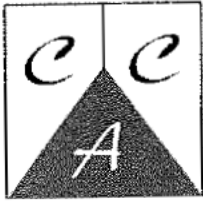
JRR/ss



Cicero Consulting Associates
VCC, Inc.

Cash line
13022

81,250.00



701 Westchester Ave.
Suite 210W
White Plains, NY 10604
Tel: (914) 682-8657
Fax: (914) 682-8895

March 3, 2010

White Plains Unit
Frank T. Cicero, M.D.
Frank M. Cicero
James Psarianos
Michael D. Ungerer
Noelia Chung
Brian Baldwin

Albany Unit
Nicholas J. Mongiardo
William B. Carmello
Anthony J. Maddaloni
Rose Murphy
Joseph F. Poff
Charles F. Murphy, Jr.
Albert L. D'Amato
Mark Van Guysling

Mr. Jeffrey R. Rothman, M.S., M.B.A., Director
Bureau of Project Management
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

RECEIVED
MAR 04 2010
Bureau of
Project Management

1-original
8-copies

RE: PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY
(██████████ County)
Relocation and Consolidation of Extension Clinic Sites/Services to a New Site at ██████████
██████████

Dear Mr. Rothman:

On behalf of our client, Planned Parenthood of the Mid-Hudson Valley (PPMHV), an existing, Article 28 diagnostic and treatment center (D&TC), we are submitting this Certificate of Need (C.O.N.) Application for Administrative Review that seeks approval for the relocation and consolidation of two (2) of its existing extension clinic sites to a single extension clinic site, and for the relocation of one (1) service of a third extension clinic site to the consolidated site. This project is the second phase of a system-wide consolidation effort resulting from a rigorous strategic planning process performed by the Board of Directors of PPMHV and reviewed during several meetings with representatives of various offices of the New York State Department of Health (NYSDOH).

The two (2) existing extension clinics that will be relocated and consolidated include the following:

- Extension Clinic #1 - ██████████. It is certified for the Primary Medical Care O/P and Family Planning O/P services. PFI ██████████.
- Extension Clinic #2 - ██████████ - ██████████ (██████████), ██████████. It is certified for the Family Planning O/P service. PFI ██████████.

Additionally, it should be noted that the ██████████ service from the ██████████ extension clinic, which is located at ██████████ (PFI ██████████), will be relocated to the consolidated extension clinic, in order to improve efficiencies for that service.

71589

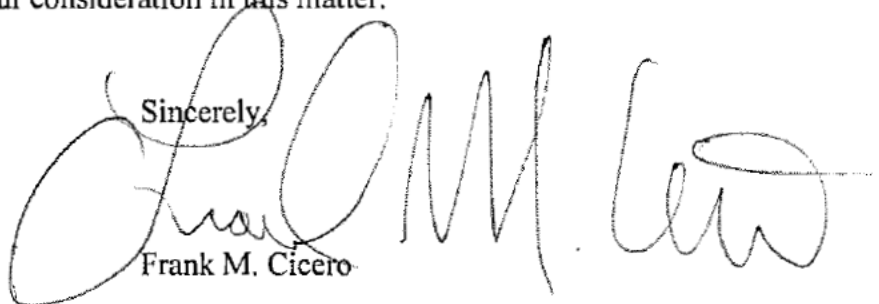
Mr. Jeffrey R. Rothman, M.S., M.B.A.
March 3, 2010
Page 2

A driving force behind this project is the existence of several constraints at the existing [REDACTED] and [REDACTED] extension clinic sites that are most effectively addressed through the relocation and consolidation of the sites. Examples of constraints are physical limitations of the building, including undersized offices, examination rooms and waiting areas. The [REDACTED] extension clinic site is also located in a high crime area that experiences violent crimes at a rate two (2) times higher than that of the United States, which has resulted in PPMHV having to close the site at 4:00pm on days it is open. The [REDACTED] service will be relocated to the proposed extension clinic in light of the recent closure of PPMHV's [REDACTED] extension clinic that provided an [REDACTED] service. This project will situate this service in a more centralized location where a large proportion of PPMHV's users already live.

The proposed relocation and consolidation project will result in the provision of healthcare services in a larger, more accessible building that eliminates the need for PPMHV to inefficiently operate two (2) sites that are located only three (3) miles apart and that already share many of the same staff. The consolidated extension clinic, which will operate six (6) days per week for about 63 hours, contains ample private parking for patients that is currently unavailable to patients at the existing extension clinic sites.

The relocated and consolidated site, which will be certified for the Family Planning O/P and [REDACTED] O/P services, will be located at [REDACTED]. Because the two (2) existing extension clinics are located only three (3) miles from each other, they generally serve patients from the same region. Additionally, because ample public transportation options are available to residents, this project will not result in decreased access to services. In fact, the opposite is expected – this project is expected to improve access to these services by enabling PPMHV to operate longer hours in a more efficient manner.

Should you have any questions or require any additional information, please feel free to contact Ms. [REDACTED] President and CEO, Planned Parenthood of the Mid-Hudson Valley, the contact person for this project. Thank you for your consideration in this matter.

Sincerely,

Frank M. Cicero

cc: Ms. [REDACTED] President and CEO, Planned Parenthood of the Mid-Hudson Valley

New York State Department of Health
Certificate of Need Application

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Project Management

Schedule 1A

Cashline
13022
\$1,250⁰⁰

Schedule 1 A - General Information - All Applicants

Main Site	MAIN SITE PFI	TYPE OF FACILITY	MAIN SITE NAME	
	0184	D&TC	Planned Parenthood of the Mid-Hudson Valley	
	STREET & NUMBER			
	17 Noxon Street			
	CITY	COUNTY	ZIP	
Poughkeepsie	Dutchess	12601		

Project Site	PROJECT SITE PFI	TYPE OF FACILITY	PROJECT SITE NAME	
	[REDACTED]	D&TC - Ext. Clinic	Planned Parenthood [REDACTED]	
	STREET & NUMBER			
	[REDACTED]			
	CITY	COUNTY	ZIP	
[REDACTED]	[REDACTED]	[REDACTED]		

Operator Information	OPERATING CERTIFICATE NUMBER	TYPE OF FACILITY	LEGAL ENTITY THAT WILL OPERATE OF THE FACILITY (or proposed operator)	
	1302207R	D&TC	Planned Parenthood of the Mid-Hudson Valley, Inc.	
	STREET & NUMBER			
	17 Noxon Street			
	CITY	COUNTY	ZIP	
Poughkeepsie	Dutchess	12601		

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 type="checkbox"/> NO <input checked="" type="checkbox"/>	Please refer to Attachment No. 1
Is the applicant part of an "established article 28* network" as defined in section 401.1(j) of 10 nycrr? If yes, attach a statement that identifies the network and describes the applicant's affiliation. Attach an organizational chart, if available.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	N/A

Type of Application: Establishment Construction Administrative Limited

Total Project Cost: \$417,270
Amount of Application Fee (see Schedule 8) \$1,250 / \$1,037

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: Planned Parenthood of the Mid-Hudson Valley, Inc.

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
[REDACTED]	FEBRUARY 25, 2010
PRINT OR TYPE NAME	TITLE
Ms. [REDACTED]	President and CEO

71589

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

Schedule 1A

Contacts:

Applicant should identify the operator's chief executive officer, or equivalent official, to whom all official correspondence from DOH about this application should be addressed

CHIEF EXECUTIVE	NAME AND TITLE OF CHIEF EXECUTIVE		
	[REDACTED], President and CEO, Planned Parenthood of the Mid-Hudson Valley		
	STREET & NUMBER		
	[REDACTED]		
	CITY	STATE	ZIP
	[REDACTED]	[REDACTED]	[REDACTED]
TELEPHONE		FAX NUMBER	E-MAIL ADDRESS
[REDACTED]		[REDACTED]	[REDACTED].org

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	
	Planned Parenthood of the Mid-Hudson Valley		[REDACTED], President and CEO	
	STREET & NUMBER			
	[REDACTED]			
	CITY	STATE	ZIP	
	[REDACTED]	[REDACTED]	[REDACTED]	
TELEPHONE		FAX NUMBER	E-MAIL ADDRESS	
[REDACTED]		[REDACTED]	[REDACTED].org	

The applicant's lead attorney should be identified:

ATTORNEY	NAME		
	N/A – Please contact consultant		
	STREET & NUMBER		
	[REDACTED]		
	CITY	STATE	ZIP
	[REDACTED]	[REDACTED]	[REDACTED]
TELEPHONE		FAX NUMBER	E-MAIL ADDRESS
[REDACTED]		[REDACTED]	[REDACTED]

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

CONSULTANT	NAME		
	Mr. 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	frank@ciceroassociates.com

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

Schedule 1A

The applicant's lead accountant should be identified:

ACCOUNTANT	NAME		
	N/A – Please contact consultant		
	STREET & NUMBER		
	CITY	STATE	ZIP
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS

Checklist of Schedules Included in This Application

Schedule Number	Schedule Name	Required	Included
1	General Information Forms	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2a	Personal Qualifying Information	<input type="checkbox"/>	<input type="checkbox"/>
2b	Personal Financial Statement	<input type="checkbox"/>	<input type="checkbox"/>
2c	Not-For-Profit Director's Statement	<input type="checkbox"/>	<input type="checkbox"/>
3b	Basic Legal Information and Documentation	<input type="checkbox"/>	<input type="checkbox"/>
4	Ownership Transfers Only- Additional Legal Information For All Articles	<input type="checkbox"/>	<input type="checkbox"/>
5	Working Capital Financing Plan (Not Applicable for Article 7)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6	Architectural Submission	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	Environmental Assessment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8	Project & Subproject Cost Summary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	Proposed Plan For Project Financing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10	Space & Construction Cost Distribution	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11	Movable Equipment	<input type="checkbox"/>	<input type="checkbox"/>
12a	Adult Care Facilities Program Information	<input type="checkbox"/>	<input type="checkbox"/>
12c	Architectural	<input type="checkbox"/>	<input type="checkbox"/>
12d	Project Financing or Lease	<input type="checkbox"/>	<input type="checkbox"/>
12e	Projected Start Up Operating Budget- (2 Years)	<input type="checkbox"/>	<input type="checkbox"/>
12f	Operating Budget- Adult Care Facility -Full Occupancy	<input type="checkbox"/>	<input type="checkbox"/>
13a	Assurances	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
13b	Staffing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
13c	Annual Operating Costs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
13d	Annual Operating Revenues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
16a	Hospital Program Information	<input type="checkbox"/>	<input type="checkbox"/>
16b	Community Need	<input type="checkbox"/>	<input type="checkbox"/>
16c	Impact of CON Application - Hospital Operating Certificate	<input type="checkbox"/>	<input type="checkbox"/>
16d	Hospital Outpatient Departments	<input type="checkbox"/>	<input type="checkbox"/>
16e	Hospital Utilization/Discharge and Patient Days	<input type="checkbox"/>	<input type="checkbox"/>
16f	Hospital Facility Access	<input type="checkbox"/>	<input type="checkbox"/>
17a	Diagnostic & Treatment Center Program Information	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
17b	Community Need	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
17c	Impact of CON Application - D&TCs Operating Certificate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
17d	D&TC Allocation of Operating Costs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
17e	D&TC Statement of Revenue	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
18a	Residential Health Care Facility (RHCF) Program Information	<input type="checkbox"/>	<input type="checkbox"/>
18b	Impact of CON Application - RHCF Operating Certificate	<input type="checkbox"/>	<input type="checkbox"/>
18c	RHCF Space & Construction Cost Distribution	<input type="checkbox"/>	<input type="checkbox"/>
18d	RHCF Statement of Functional Expenses	<input type="checkbox"/>	<input type="checkbox"/>
18e	RHCF Analysis of Net Patient Revenue & Total Operating Revenue	<input type="checkbox"/>	<input type="checkbox"/>
19a	Adult Day Health Care Programs (ADHCP) Program Information	<input type="checkbox"/>	<input type="checkbox"/>
19b	ADHCP Services-Staffing/Program Information	<input type="checkbox"/>	<input type="checkbox"/>
20a	OMH Component (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>
21a	CHHA and LTHHCP Program Information	<input type="checkbox"/>	<input type="checkbox"/>
21b	Impact of CON Application - CHHA & LTHHCP Operating Certificate	<input type="checkbox"/>	<input type="checkbox"/>
21d	CHHA/LTHHCP Operating Cost	<input type="checkbox"/>	<input type="checkbox"/>
21e	CHHA/LTHHCP Projected Operating Revenue	<input type="checkbox"/>	<input type="checkbox"/>
21f	CHHA/LTHHCP Projected Utilization By Payer Category	<input type="checkbox"/>	<input type="checkbox"/>
22a	Hospices Program Information	<input type="checkbox"/>	<input type="checkbox"/>
22b	Impact of CON Application - Hospices Operating Certificate	<input type="checkbox"/>	<input type="checkbox"/>
22d	Hospices Operating Costs	<input type="checkbox"/>	<input type="checkbox"/>
22e	Hospices Utilization and Revenue Estimates	<input type="checkbox"/>	<input type="checkbox"/>

Schedule 1 B - Abbreviated Executive Summary

Instructions:

In the space below, i.e., no more than one page, provide a succinct overview of your proposal. This may be done in bullet format. The purpose of the Abbreviated Executive Summary (AES) is to give the reviewer a conceptual understanding of the proposal. The AES should summarize the key elements of the proposed project. Details will be contained in the appropriate schedules of the application.

- Planned Parenthood of the Mid-Hudson Valley (PPMHV), an existing, Article 28 diagnostic and treatment center (D&TC), is submitting this Certificate of Need (C.O.N.) Application that seeks approval for the relocation and consolidation of two (2) of its existing extension clinic sites to a single extension clinic site, and for the relocation of one (1) service of a third extension clinic site to the consolidated site.
- This project is the second phase of a system-wide consolidation effort resulting from a rigorous strategic planning process performed by the Board of Directors of PPMHV and reviewed during several meetings with representatives of various offices of the New York State Department of Health (NYSDOH).
- The two (2) existing extension clinics that will be relocated and consolidated are:
 - Extension Clinic #1 – [REDACTED] [REDACTED]. It is certified for the Primary Medical Care O/P and Family Planning O/P services. PFI [REDACTED]
 - Extension Clinic #2 – [REDACTED] - [REDACTED] [REDACTED]. It is certified for the Family Planning O/P service. PFI [REDACTED]
- The [REDACTED] service from the [REDACTED] extension clinic, which is located at [REDACTED] [REDACTED] ([REDACTED] [REDACTED]) (PFI [REDACTED]), will also be relocated to the consolidated extension clinic, in order to improve efficiencies for that service.
- A driving force behind this project is the existence of several constraints at the existing [REDACTED] and [REDACTED] extension clinic sites that are most effectively addressed through the relocation and consolidation of the sites. Examples of constraints are physical limitations of the building, including undersized offices, examination rooms and waiting areas. Also, the [REDACTED] extension clinic site is located in a high crime area that experiences violent crimes at a rate two (2) times higher than that of the United States, which has resulted in PPMHV having to close the site at 4:00pm on days it is open. The [REDACTED] service will be relocated to the proposed extension clinic in light of the recent closure of PPMHV's [REDACTED] extension clinic that provided an [REDACTED] service. This project will situate this service in a more centralized location where a large proportion of PPMHV's users already live.
- The proposed relocation and consolidation project will result in the provision of healthcare services in a larger, more accessible building that eliminates the need for PPMHV to inefficiently operate two (2) sites that are located only three (3) miles apart and that already share many of the same staff. The consolidated extension clinic, which will operate six (6) days per week for about 63 hours, contains ample private parking for patients that is currently unavailable to patients at the existing extension clinic sites.
- The relocated and consolidated site, which will be certified for the Family Planning O/P and [REDACTED] O/P services, will be located at [REDACTED] [REDACTED].
- Please also refer to Attachment No. 2 (Project Narrative) for additional information.

Schedule 1 C - Other Facilities Owned or Controlled by the Applicant

(Establishment Applications only) N/A

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"/>

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

Schedule 1C

For each facility or agency referenced above, enter the name, the PFI and facility type in the chart below.

N/A

	FACILITY NAME:	PFI	FACILITY TYPE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Schedule 1C

N/A

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				
4				
5				
6				
7				
8				
9				
10				

Working Capital Financing Plan

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

This section should be completed in conjunction with the monthly Cash Flow. The general guidelines for working capital requirements are two months of first year expenses for changes of ownership and two months' of third year expenses for construction projects. Any deviation from these guidelines must be supported by the monthly cash flow analysis. If working capital is required for the project, all sources of working capital must be indicated clearly. Borrowed funds are limited to 50% of total working capital requirements. If borrowed funds are a source of working capital, please summarize the terms below, and attach a letter of interest from the intended source of funds, to include an estimate of the principal, term, interest rate and payout period being considered. Also, describe and document the source(s) of working capital equity.

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

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

To the extent that there are any working capital needs resulting from this project, the applicant will utilize existing cash equity and will fund such needs through ongoing operations. Please refer to Attachment No. 3 (Financial Narrative) and to Attachment No. 4 (Recent Internal Financial Statement and 2008 Certified Financial Statement).

2. Pro Forma Balance Sheet N/A

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>

Architectural Submission

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

Instructions: Attachments should be saved or scanned as PDF documents. Most scanners will create this format. The PDF document should be assigned a unique name, so it will not be confused with any other attachment. The title of the attachment, and name of the attached PDF file should be entered in the table below.

Subject of attachment:		Title of Attachment	Filename of attachment - PDF format preferred.
	Example: - <i>attachment in PDF format</i>	<i>Architecture Attachment A</i>	<i>Architecture_attach_A.pdf</i>
A.	Functional space program/analysis for this project. (Required for all construction projects):	Please refer to Attachment No. 6	
B.	Architectural narrative that delineates the project scope of the work to meet the determined program needs.	Please refer to Attachment No. 6	
C.	Conceptual drawings that complement the architectural narrative.	Please refer to Attachment No. 6	
D.	Architect's or Engineer's Letter of Certification for Proposed Construction.	Please refer to Attachment No. 6	
E.	Does the project involve Radiation producing equipment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	N/A	
	If yes, a Physicist's Report and drawings must be attached.		

Environmental Assessment

Part I.

The following questions help determine whether the project is "significant" from an environmental standpoint.

1.	If this application involves establishment, will it involve more than a change of name or ownership only, or a transfer of stock or partnership or membership interests only, or the conversion of existing beds to the same or lesser number of a different level of care beds?	yes <input type="checkbox"/> no <input type="checkbox"/> <u>N/A</u>
2.	Does this plan involve construction and change land use or density?	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
3.	Does this plan involve construction and have a permanent effect on the environment if temporary land use is involved?	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
4.	Does this plan involve construction and require work related to the disposition of asbestos?	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>

Part II. N/A

If any question in Part I is answered "yes" the project may be significant and Part II must be completed. If all questions in Part II are answered "no" it is likely that the project is not significant.

1.	Does the project involve physical alteration of ten acres or more?	yes <input type="checkbox"/> no <input type="checkbox"/>
2.	If an expansion of an existing facility, is the area physically altered by the facility expanding by more than 50% and is the total existing and proposed altered area ten acres or more?	yes <input type="checkbox"/> no <input type="checkbox"/>
3.	Will the project involve use of ground or surface water or discharge of wastewater to ground or surface water in excess of 2,000,000 gallons per day?	yes <input type="checkbox"/> no <input type="checkbox"/>
4.	If an expansion of an existing facility, will use of ground or surface water or discharge of wastewater by the facility increase by more than 50% and exceed 2,000,000 gallons per day?	yes <input type="checkbox"/> no <input type="checkbox"/>
5.	Will the project involve parking for 1,000 vehicles or more?	yes <input type="checkbox"/> no <input type="checkbox"/>
6.	If an expansion of an existing facility, will the project involve a 50% or greater increase in parking spaces and will total parking exceed 1000 vehicles?	yes <input type="checkbox"/> no <input type="checkbox"/>
7.	In a city, town, or village of 150,000 population or fewer, will the project entail more than 100,000 square feet of gross floor area?	yes <input type="checkbox"/> no <input type="checkbox"/>
8.	If an expansion of an existing facility in a city, town, or village of 150,000 population or fewer, will the project expand existing floor space by more than 50% so that gross floor area exceeds 100,000 square feet?	yes <input type="checkbox"/> no <input type="checkbox"/>
9.	If an expansion of an existing facility in a city, town, or village of more than 150,000 population, will the project entail more than 240,000 square feet of gross floor area?	yes <input type="checkbox"/> no <input type="checkbox"/>

10.	If an expansion of an existing facility in a city, town, or village of more than 150,000 population, will the project expand existing floor space by more than 50% so that gross floor area exceeds 240,000 square feet?	yes <input type="checkbox"/> no <input type="checkbox"/>
11.	In a locality without any zoning regulation about height, will the project contain any structure exceeding 100 feet above the original ground area?	yes <input type="checkbox"/> no <input type="checkbox"/>
12.	Is the project wholly or partially within an agricultural district certified pursuant to Agriculture and Markets Law Article 25, Section 303?	yes <input type="checkbox"/> no <input type="checkbox"/>
13.	Will the project significantly affect drainage flow on adjacent sites?	yes <input type="checkbox"/> no <input type="checkbox"/>
14.	Will the project affect any threatened or endangered plants or animal species?	yes <input type="checkbox"/> no <input type="checkbox"/>
15.	Will the project result in a major adverse effect on air quality?	yes <input type="checkbox"/> no <input type="checkbox"/>
16.	Will the project have a major effect on visual character of the community or scenic views or vistas known to be important to the community?	yes <input type="checkbox"/> no <input type="checkbox"/>
17.	Will the project result in major traffic problems or have a major effect on existing transportation systems?	yes <input type="checkbox"/> no <input type="checkbox"/>
18.	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	yes <input type="checkbox"/> no <input type="checkbox"/>
19.	Will the project have any adverse impact on health or safety?	yes <input type="checkbox"/> no <input type="checkbox"/>
20.	Will the project affect the existing community by directly causing a growth in permanent population of more than five percent over a one-year period or have a major negative effect on the character of the community or neighborhood?	yes <input type="checkbox"/> no <input type="checkbox"/>
21.	Is the project wholly or partially within, or is it contiguous to any facility or site listed on the National Register of Historic Places, or any historic building, structure, or site, or prehistoric site, that has been proposed by the Committee on the Registers for consideration by the New York State Board on Historic Preservation for recommendation to the State Historic Officer for nomination for inclusion in said National Register?	yes <input type="checkbox"/> no <input type="checkbox"/>
22.	Will the project cause a beneficial or adverse effect on property listed on the National or State Register of Historic Places or on property which is determined to be eligible for listing on the State Register of Historic Places by the Commissioner of Parks, Recreation, and Historic Preservation?	yes <input type="checkbox"/> no <input type="checkbox"/>
23.	Is this project within the Coastal Zone as defined in Executive Law, Article 42?	yes <input type="checkbox"/> no <input type="checkbox"/>

N/A

Part III. N/A

Must be completed if any question on Part II was answered "Yes".

1.	List all other state or local agencies involved in approval of the project:	
2.	Has any other agency made an environmental review of this project? If so, give name	yes <input type="checkbox"/> no <input type="checkbox"/>
3.	Is there a public controversy concerning environmental aspects of this project? If yes, briefly describe the controversy in the space below.	yes <input type="checkbox"/> no <input type="checkbox"/>

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

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

1.) Project & Subject Cost Summary data:

	Total	Source
Project/Subproject Description:		
Project Cost	\$414,983	Schedule 8a or 8b, column C, line 8
Total Basic Cost of Construction	\$414,983	from Schedule 8a or 8b column C, line 6
Total Cost of Moveable Equipment	\$0	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	\$35.59	Schedule 10
Total Incremental Operating Cost (From Schedule 13C, 17C, or 19D)	\$1,388,195	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)	5	for equipment
Depreciation Life (in years)	15	for leasehold improvements/other

2) Construction Dates

Anticipated Start Date	7/1/2010 (on or before)	from Schedule 8b
Anticipated Completion Date	11/1/2010 (on or before)	

New York State Department of Health

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Schedule 8B - Total Project Cost - For Projects without Subprojects.

For Article 28, 36, and 40 Establishment & Construction Requiring Full, Administrative or Limited Review

For Limited Review, escalation amounts may be entered as "0".

Constants:	Value	Comments:
Design Contingency - New Construction	N/A	Normally 10%
Construction Contingency - New Construction	N/A	Normally 5%
Design Contingency - Renovation Work	10.00%	Normally 10%
Construction Contingency - Renovation Work	10.00%	Normally 10%
Construction Start Date:	7/1/2010 (on or before)	as mm/dd/yyyy
Midpoint of Construction Date	9/1/2010 (on or before)	as mm/dd/yyyy
Completion of Construction Date	11/1/2010 (on or before)	as mm/dd/yyyy
Year used to compute Current Dollars:	2010	

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	N/A
For renovation, the design contingency will normally be 10% and the construction contingency will be 10%. If your percentages are otherwise, please explain in an attachment	N/A	N/A

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

	A	B	C
Item	Project Cost in	Escalation amount to	Estimated Project
Source:	Schedule 10 Col. 7	Computed by applicant	(A + B)
1.1 Land Acquisition	\$0		\$0
1.2 Building Acquisition	\$0		\$0
2.1 New Construction	\$0	\$0	\$0
2.2 Renovation & Demolition	\$285,016	\$6,650	\$291,666
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	\$28,502	\$665	\$29,167
3.2 Construction Contingency	\$28,502	\$665	\$29,167
4.1 Fixed Equipment (NIC)	\$0	\$0	\$0
4.2 Planning Consultant Fees	\$0	\$0	\$0
4.3 Architect/Engineering Fees	\$28,502	\$665	\$29,167
4.4 Construction Manager Fees	\$0	\$0	\$0
4.5 Other Fees (Consultant, etc.)	\$35,000	\$817	\$35,817
Subtotal (Total 1.1 thru 4.5)	\$405,521	\$9,462	\$414,983
5.1 Movable Equipment (Sched 11)	\$0	\$0	\$0
5.2 Telecommunications	\$0	\$0	\$0
6. Total Basic Cost of Construction (total 1.1 thru 5)	\$405,521	\$9,462	\$414,983
7.1 Financing Costs (Points etc)	\$0		\$0
7.2 Interim Interest Expense:: <input type="text" value="\$0"/> At <input type="text" value="0"/> for <input type="text" value="0"/> months	\$0		\$0
8. Total Project Cost: w/o CON fees - Total 6 thru 7.2	\$405,521	\$9,462	\$414,983
Application fees:			
9.1 Application Fee \$1,250. Only applies to Article 28.	\$1,250		\$1,250
9.2 Additional Processing Fee for Article 28 projects involving Construction. (.0025 x line 8) Only applies to Article 28	\$1,037		\$1,037
10 Total Project Cost with CON fees	\$407,808	\$9,462	\$417,270

**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: **PLEASE ALSO REFER TO ATTACHMENT NO. 3
(FINANCIAL NARRATIVE)**

Check all that apply and fill in corresponding amounts.

	Type	Amount
<input checked="" type="checkbox"/>	A. Lease	N/A
<input checked="" type="checkbox"/>	B. Cash	\$417,270
<input type="checkbox"/>	C. Land	
<input type="checkbox"/>	D. Other	
<input type="checkbox"/>	E. Mortgage, Notes, or Bonds	
<input type="checkbox"/>	F. Refinancing	
<input type="checkbox"/>	Total Mortgage/Notes/Bonds plus Refinancing: (E + F)	
<input checked="" type="checkbox"/>	Total Project Financing (Sum A to F)	\$417,270

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"/>	Please refer to Attachment No. 7
3. Submit an affidavit indicating any business or family relationships between principals of the landlord and tenant	<input type="checkbox"/>	Please refer to Attachment No. 7
4. If applicable, provide a copy of the lease assignment agreement and the Landlord's consent to the proposed lease assignment	<input checked="" type="checkbox"/>	
5. If applicable, identify separately the total square footage to be occupied by the Article 28 facility and the total square footage of the building	<input type="checkbox"/>	Article 28 = 8,009 sf Entire Bldg. ≈ 60,000 sf
6. Attach two letters from independent realtors verifying square footage rate.	<input type="checkbox"/>	Please refer to Attachment No. 7
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

**PLEASE REFER TO ATTACHMENT NO. 3
(FINANCIAL NARRATIVE)**

Type	Amount
Accumulated Funds	See Attachment No. 3
Sale of Existing Assets	\$417,270
Gifts (fundraising program)	
Government Grants	
Other	
TOTAL CASH	\$417,270

	Not Applicable	Title of attachment
1. Provide a breakdown of the sources of cash. See sample table above.	<input type="checkbox"/>	Please refer to Attachment No. 4
2. Attach a copy of the latest certified financial statement and interim monthly or quarterly financial reports to cover the balance of time to date.	<input type="checkbox"/>	Please refer to Attachment No. 4
3. If amounts are listed in "Accumulated Funds" provide cross-reference to certified financial statement or Schedule 2b, if applicable.	<input type="checkbox"/>	Please refer to Attachment No. 4
4. Attach a full and complete description of the assets to be sold, if applicable. (SALE OF ██████████ AND ██████████ BUILDINGS)	<input type="checkbox"/>	Please refer to Attachment No. 5
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).	<input type="checkbox"/>	10% Equity Met

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

Schedule 9

C. Mortgage, Notes, or Bonds - Not required for limited review N/A

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

	Total Project	Units
Interest		%
Term	N/A	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 N/A

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	N/A
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 N/A

1. Provide listing and breakdown of other financing mechanisms.

	Total Project
Notes	
Stock	N/A
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 N/A

	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"/>	

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

For Article 28, 36, and 40 Construction Projects Requiring Full, Administrative or Limited Review * Codes for completing this table are found in Schedule 10 lookups sheet.(see tab below)

Indicate if this project is: New Construction: Renovation:

A		B		C	D	E	F	G	H	I
Location					Description of Functional Code (enter Functional code in Column D, description appears here automatically)	Functional Gross SF	Construction cost per SF	Total construction cost	Alterations, Scope of work	
Sub project	Building	Floor	section	Functional Code						
-	Main	Ground	3	471	Family Planning O/P					
-	Main	Ground	3	401	██████ O/P					
Totals for Whole Project:						8,009	\$35.59	\$285,016		

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

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

1. If New Construction is Involved, is it "freestanding?" YES NO

N/A

	Person (Title)	Other (Relationship to Applicant)	Type
2. Check the box that best describes the location of the facilities offered by this project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

SIGNATURE		DATE	
[REDACTED]		1/26/2011 2:52:00	
PRINT NAME		TITLE	
[REDACTED]		President & CEO	
NAME OF FIRM			
Planned Parenthood of the Mid-Hudson Valley			
STREET & NUMBER			
[REDACTED]			
CITY	STATE	ZIP	PHONE NUMBER
[REDACTED]			

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

FEB 25, 2010

[Redacted Signature Box]

Signature:

J

[Redacted Name Box]

Name (Please Type)

President and CEO

Title (Please type)

**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.

Total Project Subproject number

A		B	C	D
		Number of FTEs to the Nearest Tenth		
Staffing Categories		Current Year***	First Year of implementation***	Third Year of Implementation***
1.	Management & Supervision	19.79	19.79	19.79
2.	Technician & Specialist			
3.	Registered Nurses	0.85	0.85	0.85
4.	Licensed Practical Nurses	0.72	0.72	0.72
5.	Aides, Orderlies & Attendants			
6.	Physicians			
7.	PGY Physicians			
8.	Physicians' Assistants			
9.	Nurse Practitioners			
10.	Nurse Midwife			
11.	Social Workers and Psychologist**	0.67	0.67	0.67
12.	Physical Therapists and PT Assistants			
13.	Occupational Therapists and OT Assistants			
14.	Speech Therapists and Speech Assistants			
15.	Other Therapists and Assistants			
16.	Infection Control, Environment and Food Service			
17.	Clerical & Other Administrative	14.58	15.02	15.17
18.	Other Clinicians	7.29	7.79	7.84
19.	Other Health Care Assistants	22.88	24.38	24.38
20.	Other Health Education/Outreach	4.00	4.00	4.00
21.	Total Number of Employees	70.78	73.22	73.42

*Last complete year prior to submitting application

**Use only for RHCF and D and T Center proposals

*** Current Year represents staffing for PPMVH overall in 2008. Year 1 and Year 3 represent total staff changes related to the implementation of the proposed site consolidation. Please also refer to detailed staffing table for 2008 following this schedule

Describe how the number and mix of staff were determined:

The number and mix of staff are based on the current experience of Planned Parenthood of the Mid-Hudson Valley in providing services at its [redacted] and [redacted] extension clinic sites (which will be relocated and consolidated through this project), as well as the projected, incremental visits associated with this project.

PLEASE ALSO REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

PPMHV

CON

SCHEDULE 13B - SUPPLEMENTAL SCHEDULE CURRENT YEAR (2008) STAFFING
--

FTEs by Position

**Planned Parenthood of the Mid Hudson Valley
FTE by Position**

Position	FTE
Accounts payable	1.00
Accounts receivable	1.00
Billing Coordinator	0.81
Call Center Staff	1.80
CFO	0.74
CIO	1.00
Clinician	7.29
Community Affairs Manager	1.00
Coordinator Fertility Program	0.07
Data Coordinator	1.00
Development & Marketing Manager	1.00
Director	2.39
Director of Community Education and Outreach	1.00
Director, Practice Management	1.00
DPS	1.00
External Affairs Assistant	1.00
Facilities Manager	1.00
Finance Payroll	1.00
HCA L1	20.49
HCA L2	1.08
HCA L3	1.31
Health Educator	3.00
HIV Case Manager	0.67
HR Generalist	1.00
LPN HCA L2	0.72
Major Gifts & Planned Giving Officer	1.00
Manager	1.14
Manager Health Center	4.02
Outreach Coordinator	1.00
President & CEO	1.00
Purchasing & Inv Coordinator	0.53
QRM	0.57
RN HCA L3	0.85
Site Coordinator	2.00
Sr Site Coordinator	1.00
Temp	1.00
Training Coordinator	0.80
VP Clinical Operations	0.50
VP HR	1.00
VP, External Affairs	1.00
Grand Total	70.80

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

Schedule 13B

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

Name of medical director:	██████████ M.D.
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 type="checkbox"/>	Please refer to Appendix II of the Project Narrative (Attachment No. 2)	

Acute care facility with which an affiliation agreement is being negotiated:	N/A – Existing Agreement
In the space below, indicate the status of those negotiations:	
N/A – Existing Agreement with Vassar Brothers Medical Center	

	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"/>		

Distance in miles from the proposed facility to the acute care affiliate.	21.9 miles
Distance in minutes of travel time from the proposed facility to the acute care affiliate.	36 minutes
Name of the acute care facility, nearest the proposed facility:	St. Luke's Cornwall Hospital/ Newburgh
Distance in miles from the proposed facility to the nearest acute care facility:	0.95 miles
Distance in minutes of travel time from the proposed facility to the nearest acute care facility.	4 minutes

**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 attachment
			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 13C

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 direct incremental costs in current year dollars. (Show only additional operating costs to be incurred during the first full year after project completion). Enter in the column heading the year and month when this period begins and ends."

Total Project
 Subproject Number

Table 13C - 1

	a	b	c
Categories	Current Year *	1st Year Incremental Cost Impact *	3rd Year Incremental Cost Impact *
Start date of year in question (m/d/yyyy)	1/1/2008	11/1/2010	11/1/2012
1. Salaries and Wages	\$401,246	\$522,790	\$532,790
1a. FTEs	70.78	73.22	73.42
2. Employee Benefits	\$116,316	\$156,837	\$159,837
3. Professional Fees	\$43,805	\$181,156	\$192,188
4. Medical & Surgical Supplies	\$196,255	\$352,898	\$374,389
5. Non-med., non-surg. Supplies	\$7,149	\$5,464	\$5,797
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$85,525	\$28,785	\$30,538
9. Subtotal (total 1-8)	\$850,296	\$1,247,930	\$1,295,540
10. Interest			
11. Depreciation and Rent	\$3,798	\$140,265	\$144,703
12. Total Incremental Operating Costs	\$854,094	\$1,388,195	\$1,440,243

* Current Year represents combined information for the [redacted] and [redacted] only portion) extension clinic sites that will be consolidated through this project, with the exception of staffing FTE's, which is PPMHV overall. Year 1 and Year 3 represent total expenses for the relocated/consolidated site (they are not incremental).

PLEASE ALSO REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

	Title of Attachment	Filename of attachment
1. In an attachment, provide the basis and supporting calculations for depreciation and rent expense.	Please refer to Attachment No. 8	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.

New York State Department of Health
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Schedule 13D

Table 13D - 1 PLEASE ALSO REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

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)	1/1/2008	11/1/2010	11/1/2012
1. Daily Hospital Services			
2. Ambulatory Services	\$870,760	\$1,109,584	\$1,177,158
3. Ancillary Services			
4. Total Gross Patient Care Services Rendered	\$870,760	\$1,109,584	\$1,177,158
5. Deductions from Revenue			
6. Net Patient Care Services Revenue	\$870,760	\$1,109,584	\$1,177,158
7. Other Operating Revenue (Identify sources)			
Estimated Site-Specific Allocation of Title 10			
Family Planning Contract Funding**	\$371,886	\$618,152	\$618,152
8. Total Operating Revenue (Total 1-7)	\$1,242,646	\$1,727,736	\$1,795,310
9. Non-Operating Revenue			
10. Total Project Revenue	\$1,242,646	\$1,727,736	\$1,795,310

* Current Year represents combined information for the [redacted] and [redacted] only portion) extension clinic sites that will be consolidated through this project. Year 1 and Year 3 represent total revenues for the consolidated site (they are not incremental).

** Current Year represents \$2,000,000 in family planning contract funding times 18.6% (represents the percentage of family planning visits provided at the [redacted] and [redacted] sites, as compared to total family planning visits of PPMHV). Year 1 and Year 3 represent \$2,250,000 in anticipated family planning contract funding times 27.5% (represents the projected percentage of family planning visits expected to be provided at the relocated/consolidated [redacted] site, as compared to total projected family planning visits of PPMHV). Note that, as of July 31, 2009, four (4) extension clinics of PPMHV have closed as part of the system-wide reconfiguration, resulting in an increase in family planning volume at the remaining sites (including the existing [redacted] and [redacted] sites, and consequently the proposed relocated/consolidated site).

New York State Department of Health
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Schedule 13D

Table 13D - 3 N/A - Outpatient Project Only

* 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 (\$)		%	Dollars (\$)		%	Dollars (\$)
Commercial	Fee for Service									
	Managed Care**									
Medicare	Fee for Service									
	Managed Care		N/A			N/A			N/A	
Medicaid	Fee for Service		Outpatient			Outpatient			Outpatient	
	Managed Care		Only			Only			Only	
Private Pay										
QASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total										

New York State Department of Health
Certificate of Need Application

Schedule 13D

Table 13D - 4

PLEASE ALSO REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

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	1,295	19.1%	\$87,478	1,565	16.2%	\$384,892	1,660	16.2%	\$408,332
	Managed Care									
Medicare	Fee for Service									
	Managed Care									
Medicaid	Fee for Service	2,632	38.7%	\$440,994	3,387	35.0%	\$310,759	3,593	35.0%	\$329,684
	Managed Care	448	6.6%	\$52,066	782	8.1%	\$80,183	830	8.1%	\$85,066
Private Pay		2,365	34.8%	\$290,222	3,790	39.1%	\$333,750	4,021	39.1%	\$354,075
OASAS										
OMH										
Charity Care		56	0.8%	\$0	160	1.7%	\$0	170	1.7%	\$0
Bad Debt										
All Other										
Total		6,796	100.0%	\$870,760	9,684	100.0%	\$1,109,584	10,274	100.0%	\$1,177,158

* Current Year represents combined information for the [redacted], [redacted] and [redacted] (only portion) extension clinic sites that will be consolidated through this project. Year 1 and Year 3 represent total revenues for the consolidated site (they are not incremental).

Total of Inpatient and Outpatient Services			\$870,760			\$1,109,584			\$1,177,158
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Schedule 17 A - Diagnostic and Treatment Center Program Information.

See "Schedules Required for Each Type of CON" to determine when this form is required.

Instructions: in the space below, briefly indicate how the facility intends to comply with state and federal regulations. If the application involves conversion of an existing practice, state who owns the practice and how the conversion will be done. If there are other entities utilizing the same space or resources, please state exactly how the space and resources will be allocated. Also, provide a description of the other entities.

The proposed relocated and consolidated extension clinic will be designed and operated in compliance with Federal and State regulations, including Title 10 of New York Codes, Rules and Regulations.

All administrative aspects of services provided at the extension clinic will be directed by an individual who is qualified for such duties by education and experience. The Quality Assurance (QA) Program for these services will continue to be administered by the Medical Director of the Center, [REDACTED] M.D. The QA Program will continue to be consistent with, and an integral part of, the existing QA Program of the Center.

To ensure that all services are appropriate to an individual's needs, Planned Parenthood of the Mid-Hudson Valley (PPMHV) will continue to use a comprehensive utilization review and monitoring program for services provided at the relocated/consolidated extension clinic. The appropriate utilization of its services will continue to be monitored through the QA Program, under the supervision of the Medical Director.

PPMHV will utilize the same credentialing process that is currently in place at the Center, for the extension clinic. Only those practitioners who are qualified by virtue of their training and experience will be considered for staff privileges, and only those who demonstrate a high level of competence will be appointed to the staff of the Center. A similar process will be followed for technical and support staff who seek employment. The overall staffing pattern of the extension clinic will be based upon demand.

In accordance with current policy at PPMHV, the ability to pay will not be a factor in the process of accepting patients. Every effort will be made to ensure that appropriate payment is made, but in no circumstance will a patient be refused treatment due to inability to pay. PPMHV currently has a sliding fee scale for its patients. All services will be offered to those in need of care who satisfy admission requirements, regardless of age, sex, sexual orientation, race, creed, religion, disability, source of payment or any other personal characteristic.

Please refer to the following enclosure for statements affirmatively attesting to the "separate and distinct" requirements for the proposed extension clinic.

PLEASE REFER TO ATTACHMENT NO. 2 (PROJECT NARRATIVE)

RE: **PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY**

[REDACTED] County)

Relocation and Consolidation of Extension Clinic Sites/Services to a New Site at [REDACTED]

Applicant Confirmations

- Planned Parenthood of the Mid-Hudson Valley (PPMHV) will put in place signage that will denote that the extension clinic is separate and distinct from any other space at [REDACTED] [REDACTED] This will be accomplished in keeping with the existing policy to clearly identify the operations of PPMHV with its standard logo and signage.
- Planned Parenthood of the Mid-Hudson Valley confirms that the staffing for the extension clinic will be separate and distinct from any other entity at the location.
- Planned Parenthood of the Mid-Hudson Valley confirms that the extension clinic will be located in a self-contained space on the ground level. Access to the extension clinic will be through a dedicated outpatient entry with direct access to the extension clinic. Please refer to the architectural drawings for this project, which attest to this.
- Planned Parenthood of the Mid-Hudson Valley confirms that the extension clinic will be used exclusively for the purpose stated in this application.

Schedule 17 B - Community Need

See "Schedules Required for Each Type of CON" to determine when this form is required.

Public Need Summary:

Briefly summarize on this schedule, why the project is needed. Use additional paper, as necessary. If the following items have been addressed in the project narrative, please cite the relevant section and pages.

1. Identify the relevant service area (e.g., Minor Civil Division(s), Census Tract(s), street boundaries, Zip Code(s), Health Professional Shortage Area (HPSA) etc.)

The service area for this project is Orange County, while the primary service area (PSA) is comprised of the following ZIP Codes: [redacted] (site ZIP Code), [redacted] and [redacted]. Additionally, all six (6) census tracts of the City of [redacted] (the largest city in [redacted] County and part of the PSA) are federally-designated as a Medically Underserved Areas (MUAs). Please refer to the Project Narrative (Attachment No. 2) for additional information.

2. Provide a quantitative and qualitative description of the population to be served. (Qualitative data may include median income, ethnicity, payor mix, etc.)

In 2000, the total PSA population was 99,386, of which about 26.6% were racial minorities. Additionally, about 17.8% of the PSA population were Hispanic/Latino (who can be of any race) in 2000, and about 10.7% of the population was foreign-born and 11.2% was living at or below the Federal Poverty Level. Please refer to the Project Narrative (Attachment No. 2) for additional information.

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

The services included as part of this project are not covered by an NYSDOH need methodology. This project will simply relocate and consolidate two (2) existing extension clinics, and will relocate one (1) service from a third extension clinic site, to a single extension clinic site. Demand is based upon existing volumes at PPMHV for services already provided at these sites. Please refer to the Project Narrative (Attachment No. 2) for additional information.

4. (a) Describe how this project responds to and reflects the needs of the residents in the community you propose to serve.

Implementation of this project will ensure the continued provision of well-utilized services in the region. In 2008, the [redacted] extension clinic site experienced a total of 2,637 visits, the [redacted] extension clinic site experienced a total of 3,626 visits and the [redacted] site experienced a total of 530 [redacted] visits. Please refer to the Project Narrative (Attachment No. 2) for additional information.

- (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

This project is consistent with the Community Service Implementation Plan of PPMHV. The Center has had a long-standing commitment to provide family planning and related services to residents of its service area. This project will enable PPMHV to meet the growing demand for its services, and to ensure that these services are available at a level in line with the needs of its underserved patient population and standards of care. Please refer to the Project Narrative (Attachment No. 2) for additional information.

5. Describe where and how the population to be served currently receives the proposed services.

The population to be served through this project are generally already patients of PPMHV. As noted above, in 2008, the [REDACTED] extension clinic site experienced a total of 2,637 visits, the [REDACTED] extension clinic site experienced a total of 3,626 visits, and the [REDACTED] site experienced a total of 530 [REDACTED] visits. These services will be relocated and consolidated to a new extension clinic site. Please refer to the Project Narrative (Attachment No. 2) for additional information.

Quality and Accreditation:

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

PPMHV is affiliated with Planned Parenthood Federation of America, which sets professional, medical and operational standards for the Planned Parenthood affiliates. Please refer to the Project Narrative (Attachment No. 2) for additional information.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:
 - a. Programs specially tailored to the health needs of the population of the service area.
 - b. Grant funded programs.
 - c. Scholarships or fellowships.

This project represents the relocation and consolidation of two (2) existing extension clinics of PPMHV, as well as the relocation of one service from a third existing extension clinic to the new site. Consequently, all programs and resources related to these sites/services will be brought to the relocated and consolidated extension clinic.

Generally, services provided by PPMHV include, but are not limited to, the following: reproductive healthcare; birth control methods, procedures and supplies; and medically approved information, advice and treatment of infertility problems. PPMHV also provides health education, counseling and resource services to individuals and other health-related organizations.

Please refer to the Project Narrative (Attachment No. 2) for additional information.

3. Describe the applicant's experience or track record serving similar populations:

Since 1934, Planned Parenthood of the Mid-Hudson Valley has been a steady and trusted presence in the region. Please refer to the Project Narrative (Attachment No. 2) for additional information.

**Primary and Specialty Care Services Review Criteria:
Expansion of Services**

N/A – NOT A CONVERSION

When a CON application proposes conversion of a group or solo medical practice to Article 28 status, the applicant must provide a written analysis of the effect of the proposal on the following factors:

1. The full time equivalent (FTE) number of primary care physicians and specialists, by specialty, engaged in the practice after the conversion compared with the number before conversion.
2. The (FTE) number of non-physician providers of primary care and specialty care, by specialty, such as Physician Assistants, Certified Nurse Practitioners, Physical Therapists, and Dental Assistants after the conversion compared with the number before conversion.
3. The number of primary care and specialty visits, by specialty, after the conversion compared with the number before conversion.
4. The array of services to underserved clients after the conversion compared with the number before conversion.

Target Population and Service Area:

N/A – FAMILY PLANNING PROVIDER

All applications involving primary care services must provide a written analysis that clearly demonstrates that the proposal meets at least one of the following criteria. For criteria that do not apply, enter "not applicable":

1. The proposed clinic is in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA).

N/A

2. The population to be served exhibits poor health status, as measured by factors such as high levels of inpatient discharges for ambulatory care sensitive conditions (ACSC), incidences of diseases and conditions in excess of standards in Healthy People 2010 or other pertinent indicators.

N/A

3. The primary care services of the proposed clinic will be targeted to a group or population with special needs or conditions that make it difficult for them to obtain adequate primary care in clinics or physician practices serving the general population. Examples of such needs and conditions are:
 - Developmental disabilities.
 - HIV.
 - Alcohol Substance Abuse.
 - Health needs relating to aging.
 - Mental Health needs.
 - Homelessness
 - Linguistic or cultural barriers in obtaining access to primary care.

N/A

Capacity of Existing Primary Care Providers

The project narrative should describe existing primary care services in the proposed service area. The narrative should include the number and location of existing D&TCs, extension clinics and part-time clinics and a summary of primary care services available through private practices. The narrative should indicate whether travel time and transportation are factors in access to primary care. Examples of travel related issues include topography, seasonal weather conditions, and availability of public transportation. Applicants are not expected to describe the volume of services delivered by existing providers, since they will rarely have access to such data, but the project narrative should indicate that the applicant is reasonably familiar with the overall availability of primary care in the targeted area.

In instances where the target area is likely to already have significant primary care resources, the CON proposal will be reviewed for the following need related factors:

- The ratio of primary care physicians to population in the proposed service area. HPSA uses a ratio of 1.0 FTE physicians to 3000 persons; Medicaid Managed Care uses a ratio of 1 to 1500.
- The number of primary care physicians in the proposed service area who are "active" in serving the Medicaid population. This is often measured as physicians who are reimbursed \$5000 or more per year by Medicaid.
- The annual number of primary care visits per person by Medicaid eligible persons in the proposed service area. An average lower than 2.0 visits per person is often considered a problem.
- The percentage of the Medicaid population that is enrolled in Managed care will be taken into account where appropriate.
- The current volume of primary care visits to existing D&TC and Extension clinics.

Not all of the above criteria need be evaluated for all applications. The number will vary depending on the type and location of services proposed and on how thoroughly the application addresses need in the project narrative and the related schedules.

This project represents the relocation and consolidation of two (2) existing extension clinics of PPMHV, as well as the relocation of one (1) service from a third extension clinic site to the new site. Consequently, this project will have minimal to no impact upon existing providers.

Need Review for Specialty Clinics:

Applications not involving primary care services must also provide a written analysis that clearly demonstrates that the need exists for the proposed services

4. Is the proposed clinic in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA)?

The proposed extension clinic site is located in a census tract that is federally-designated as a medically underserved area (MUA). In fact, all six (6) census tracts of the City of ██████████ (the largest city in ██████████ County) are federally-designated as a Medically Underserved Areas. Please refer to Attachment No. 2 (Project Narrative) for additional information.

5. Describe in very specific terms the patients who require the specialty services, including the number of patients and their specific health problems, and how the proposed facility will meet their needs better than existing providers.

This project does not represent the implementation of a new extension clinic. Instead, it represents the relocation and consolidation of two (2) existing extension clinics of PPMHV, as well as the relocation of one (1) service from a third extension clinic site to the new site. PPMHV is an important provider of family planning services in the mid-Hudson Valley. Please refer to Attachment No. 2 (Project Narrative) for additional information.

6. In the case of Dental clinics, is the application supported by the local Health Department? Is the proposal supported by the Department of Health's Bureau of Dental Services? Is the applicant participating in current dental health initiatives? Has the applicant consulted with resources such as the New York State Oral Health Technical Assistance Center?

N/A – Not a dental clinic.

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

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location
 For Chronic Dialysis Services only, enter only location below and proceed to page 2
Column c: Mark 'x' in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes
Column d: Mark 'x' in the box this CON application seeks to add. **Column e:** Mark 'x' in the box this CON application seeks to decertify.
Column f: Mark 'x' in the box corresponding to all the services that will ultimately appear on the OpCert.

LOCATION: [REDACTED] <small>(Enter street address of facility)</small>	<input type="checkbox"/> MOBILE CLINIC DESIGNATION (217) * Check box only if extension clinic is mobile <small>(A mobile clinic must be an extension clinic with a fixed main site)</small>
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	a	b	c Existing	d Add	e Remove	f Proposed
[REDACTED]		201	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ADULT DAY HEALTH		58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS		172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**						
MULTI-SPECIALTY**		204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)		205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**		202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY**		195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDICS**		203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUDIOLOGY O/P (See Section 700.2)		159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P		180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***		53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P		150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES		218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART-TIME SERVICES****		18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P		018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER		400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P		145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P		148	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HEALTH FAIRS O/P		197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER		401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR		402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIpsy O/P		223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)		403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P		50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P		149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY		305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P		188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE - DIAGNOSTIC O/P		224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE - THERAPEUTIC O/P		225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* MOBILE CLINIC: For each location a clinic vehicle will parks to provide services, a separate "Mobil Clinic Site Approval Request" must be attached. A blank form is included below.
 ** AMBULATORY SURGERY requires additional approval by Medicare
 *** MENTAL HEALTH requires additional approval by Office of Mental Health
 **** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00), which is available from:
 Project Management Group, Division of Health Facility Planning, Office of Health Systems Management,
 New York State Department of Health, 433 River Street, 6th floor, Troy, NY 12180

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Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS – HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: The "Existing" services represent those that are certified at the existing extension clinic (in ; PFI) that will be relocated and consolidated with the extension clinic (in PFI ; Certified for Family Planning O/P) through this project. services will also be relocated from the extension clinic in PFI) to the consolidated extension clinic site.

END STAGE RENAL DISEASE (ESRD) N/A

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If application involves dialysis service with existing capacity, complete the following table:

TABLE 17C-1(b) PROCEDURES	Last 12 mos.	2 years prior	3 years prior
CHRONIC DIALYSIS			

All Chronic Dialysis applicants must provide information requested on the following page in compliance with 10 NYCRR 670.6.

END STAGE RENAL DISEASE (cont.) N/A

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.

N/A

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.

N/A

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.

N/A

4. Provide evidence that the facility is willing to and capable of safely serving patients.

N/A

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.

N/A

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Schedule 17D

PLEASE REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

Table 17D-1 D&TC Allocation of Operating Costs Current Year: from to (m/d/yyyy)

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Contract & Services	Supplies	General Costs	Donations	Total Before Distribution	Distribution of Facility Costs	Total After Distribution
328	TOTAL ADJUSTED COSTS									
	I. Core Cost Centers									
329a	Administration									
330b	Facility									
331c	Patient Transportation									
332	Subtotal									
	II. Patient Care Cost Centers									
	a. Multi-service: Child Health									
333	1. Medical									
334	2. Dental									
335	3. Laboratory									
336	4. X-Ray									
337	5. Pharmacy									
338	6. Mental Health									
339	7. Rehab. Therapies									
340	8. Other Health									
341	SUBTOTAL a									
	b. Family Planning									
342	1. Reproductive Health Care									
343	2. Laboratory									
344	3. Pregnancy Counseling									
345	4. Community Service									
346	SUBTOTAL b									
	c. [REDACTED]									
347	1. Medical									
348	2. Laboratory									
349	3. Other Surgical & Related Svcs									
350	4. Intake & Screening									
351	SUBTOTAL c									
	d. Cerebral Palsy & Rehab.									
352	1. Medical									
353	2. Dental									
354	3. Speech and Hearing									

New York State Department of Health
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Schedule 17D

PLEASE REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

Table 17D-1 D&TC Allocation of Operating Costs

Current Year Continued:

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Contract & Services	Supplies	General Costs	Donations	Total Before Distribution	Distribution of Facility Costs	Total After Distribution
	d. Cerebral Palsy & Rehab. (cont.)									
355	4. Physical Therapy									
356	5. Occupational Therapy									
357	6. Other Therapies									
358	7. Mental Health									
359	8. Medical Social Services									
360	SUBTOTAL d									
	e. Methadone Maintenance									
361	1. Medical									
362	2. Mental Health									
363	3. Dispensing									
364	SUBTOTAL e									
	f. Hemodialysis									
365	1. Medical									
366	2. Chronic Dialysis									
367	3. Home Dialysis									
368	4. Peritoneal Dialysis									
369	SUBTOTAL f									
	g. Dental									
370	1. Dental Services									
371	2. Dental Laboratory									
372	TOTAL (I & IIg)									
	h. Speech & Hearing									
373	1.									
374	2.									
375	3.									
376	SUBTOTAL g									
	i. Drug Free.									
377	1.									
378	2.									
379	3.									
380	SUBTOTAL i									
	j. Hemophilia									
381	1.									
382	2.									
384	3.									
389	SUBTOTAL j									

New York State Department of Health
 Certificate of Need Application

Schedule 17D

PLEASE REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

Table 17D-1 D&TC Allocation of Operating Costs First Year of project: from to (m/d/yyyy)

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Contract & Services	Supplies	General Costs	Donations	Total Before Distribution	Distribution of Facility Costs	Total After Distribution
328	TOTAL ADJUSTED COSTS									
	I. Core Cost Centers									
329a	Administration									
330b	Facility									
331c	Patient Transportation									
332	Subtotal									
	II. Patient Care Cost Centers									
	a. Multi-service Child Health									
333	1. Medical									
334	2. Dental									
335	3. Laboratory									
336	4. X-Ray									
337	5. Pharmacy									
338	6. Mental Health									
339	7. Rehab Therapies									
340	8. Other Health									
341	SUBTOTAL a									
	b. Family Planning									
342	1. Reproductive Health Care									
343	2. Laboratory									
344	3. Pregnancy Counseling									
345	4. Community Service									
346	SUBTOTAL b									
	c. [REDACTED]									
347	1. Medical									
348	2. Laboratory									
349	3. Other Surgical & Related Svcs									
350	4. Intake & Screening									
351	SUBTOTAL c									
	d. Cerebral Palsy & Rehab.									
352	1. Medical									
353	2. Dental									
354	3. Speech and Hearing									

New York State Department of Health
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Schedule 17D

PLEASE REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

Table 17D-1 D&TC Allocation of Operating Costs First Year Continued

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Contract & Services	Supplies	General Costs	Donations	Total Before Distribution	Distribution of Facility Costs	Total After Distribution
	d. Cerebral Palsy & Rehab. (cont.)									
355	4. Physical Therapy									
356	5. Occupational Therapy									
357	6. Other Therapies									
358	7. Mental Health									
359	8. Medical Social Services									
360	SUBTOTAL d									
	e. Methadone Maintenance									
361	1. Medical									
362	2. Mental Health									
363	3. Dispensing									
364	SUBTOTAL e									
	f. Hemodialysis									
365	1. Medical									
366	2. Chronic Dialysis									
367	3. Home Dialysis									
368	4. Peritoneal Dialysis									
369	SUBTOTAL f									
	g. Dental									
370	1. Dental Services									
371	2. Dental Laboratory									
372	TOTAL (I & IIg)									
	h. Speech & Hearing									
373	1.									
374	2.									
375	3.									
376	SUBTOTAL g									
	i. Drug Free									
377	1.									
378	2.									
379	3.									
380	SUBTOTAL i									
	j. Hemophilia									
381	1.									
382	2.									
384	3.									
389	SUBTOTAL j									

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Schedule 17D

PLEASE REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

Table 17D-1 D&TC Allocation of Operating Costs Third Year of project from to (m/d/yyyy)

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Contract & Services	Supplies	General Costs	Donations	Total Before Distribution	Distribution of Facility Costs	Total After Distribution
328	TOTAL ADJUSTED COSTS									
	I. Core Cost Centers									
329	a. Administration									
330	b. Facility									
331	c. Patient Transportation									
332	Subtotal									
	II. Patient Care Cost Centers									
	a. Multi-service. Child Health									
333	1. Medical									
334	2. Dental									
335	3. Laboratory									
336	4. X-Ray									
337	5. Pharmacy									
338	6. Mental Health									
339	7. Rehab Therapies									
340	8. Other Health									
341	SUBTOTAL a									
	b. Family Planning									
342	1. Reproductive Health Care									
343	2. Laboratory									
344	3. Pregnancy Counseling									
345	4. Community Service									
346	SUBTOTAL b									
	c. [REDACTED]									
347	1. Medical									
348	2. Laboratory									
349	3. Other Surgical & Related Svcs									
350	4. Intake & Screening									
351	SUBTOTAL c									
	d. Cerebral Palsy & Rehab.									
352	1. Medical									
353	2. Dental									
354	3. Speech and Hearing									

New York State Department of Health
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Schedule 17D

PLEASE REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

Table 17D-1 D&TC Allocation of Operating Costs Third Year Continued:

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Contract & Services	Supplies	General Costs	Donations	Total Before Distribution	Distribution of Facility Costs	Total After Distribution
	d. Cerebral Palsy & Rehab. (cont.)									
355	4. Physical Therapy									
356	5. Occupational Therapy									
357	6. Other Therapies									
358	7. Mental Health									
359	8. Medical Social Services									
360	SUBTOTAL d									
	e. Methadone Maintenance									
361	1. Medical									
362	2. Mental Health									
363	3. Dispensing									
364	SUBTOTAL e									
	f. Hemodialysis									
365	1. Medical									
366	2. Chronic Dialysis									
367	3. Home Dialysis									
368	4. Peritoneal Dialysis									
369	SUBTOTAL f									
	g. Dental									
370	1. Dental Services									
371	2. Dental Laboratory									
372	TOTAL (f & g)									
	h. Speech & Hearing									
373	1.									
374	2.									
375	3.									
376	SUBTOTAL g									
	i. Drug Free									
377	1.									
378	2.									
379	3.									
380	SUBTOTAL i									
	j. Hemophilia									
381	1.									
382	2.									
384	3.									
389	SUBTOTAL j									

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

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of: "Detailed Monthly Cash Flow Analysis for the first year of operations to be submitted as an attachment; and analysis of:"

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

**(CONSOLIDATED SITE – TOTAL)
YEAR 1**

Table 17E-1 D&TC Statement of Revenue

I. Patient Revenue	Commercial	Fee for Service	\$384,892
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$310,759
		Managed Care	\$80,183
	Private Pay		\$333,750
	OASAS		
	OMH		
	Charity Care		\$0
	Bad Debt		
	Ordered Ambulatory Services		
	All Other		
TOTAL		\$1,109,584	
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other – Title 10 Family Planning Program Contract*		\$618,152
	TOTAL		\$618,152
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Community Health Center (Sec 330)		
	Maternal and Child Health (Title V)		
	WIC Administrative Funds		
	Primary and Ambulatory Care Program		
	Local Health Assistance Funds		
	Family Planning		
	Other Grants (Specify)		
	Other Non-Operating Revenue		
TOTAL			
IV. Total Revenue (I, II, and III)			\$1,727,736

* Represents \$2,250,000 in anticipated family planning contract funding times 27.5% (represents the percentage of family planning visits projected to be provided at the relocated/consolidated site, as compared to total projected family planning visits of PPMHV.

PLEASE ALSO REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

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

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of: "Detailed Monthly Cash Flow Analysis for the first year of operations to be submitted as an attachment; and analysis of:"

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

(CONSOLIDATED SITE - TOTAL)
YEAR 3

Table 17E-1 D&TC Statement of Revenue

I. Patient Revenue	Commercial	Fee for Service	\$408,332
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$329,684
		Managed Care	\$85,066
	Private Pay		\$354,075
	OASAS		
	OMH		
	Charity Care		\$0
	Bad Debt		
	Ordered Ambulatory Services		
	All Other		
TOTAL		\$1,177,158	
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other - Title 10 Family Planning Program Contract*		\$618,152
	TOTAL		\$618,152
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Community Health Center (Sec 330)		
	Maternal and Child Health (Title V)		
	WIC Administrative Funds		
	Primary and Ambulatory Care Program		
	Local Health Assistance Funds		
	Family Planning		
	Other Grants (Specify)		
	Other Non-Operating Revenue		
TOTAL			
IV. Total Revenue (I, II, and III)			\$1,795,310

* Represents \$2,250,000 in anticipated family planning contract funding times 27.5% (represents the percentage of family planning visits projected to be provided at the relocated/consolidated site, as compared to total projected family planning visits of PPMHV.

PLEASE ALSO REFER TO ATTACHMENT NO. 8 (OPERATING BUDGET ITEMS)

ATTACHMENT NO. 1

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

BOARD RESOLUTION

September 13, 2009
Board Meeting

REQUEST TO APPLY FOR CERTIFICATE OF NEED:

Motion for the Board of Directors of Planned Parenthood of the Mid-Hudson Valley to authorize its President and Chief Executive Officer to submit a Certificate of Need to the New York State Department of Health to relocate its Newburgh Health Center, currently located at

██████████ ██████████ to ██████████, ██████████ ██████████
to
include renovation of the building at that site to meet New York State Article 28 facility requirements."

Motion to apply for certificate of need, motion carried.

ATTACHMENT NO. 2

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

PROJECT NARRATIVE

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

PROJECT NARRATIVE

Proposal

Planned Parenthood of the Mid-Hudson Valley (PPMHV), an existing, Article 28 diagnostic and treatment center (D&TC), is submitting this Certificate of Need (C.O.N.) Application that seeks approval for the relocation and consolidation of two (2) of its existing extension clinic sites to a single extension clinic site, and for the relocation of one (1) service of a third extension clinic site to the consolidated site. This project is the second phase of a system-wide consolidation effort resulting from a rigorous strategic planning process performed by the Board of Directors of PPMHV and reviewed during several meetings with representatives of various offices of the New York State Department of Health (NYSDOH), as described in detailed below.

The two (2) existing extension clinics that will be relocated and consolidated include the following:

- Extension Clinic #1 – [REDACTED] [REDACTED]. It is certified for the Primary Medical Care O/P and Family Planning O/P services. PFI [REDACTED]
- Extension Clinic #2 – [REDACTED] - [REDACTED] ([REDACTED]) [REDACTED]. It is certified for the Family Planning O/P service. PFI [REDACTED].

Additionally, it should be noted that the [REDACTED] service from the [REDACTED] extension clinic, which is located at [REDACTED] [REDACTED] [REDACTED] (PFI [REDACTED]), will be relocated to the consolidated extension clinic, in order to improve efficiencies for that service.

A driving force behind this project is the existence of several constraints at the existing [REDACTED] and [REDACTED] extension clinic sites that are most effectively addressed through the relocation and consolidation of the sites. Examples of constraints are physical limitations of the building, including undersized offices, examination rooms and waiting areas. Additionally, the [REDACTED] extension

clinic site is located in a high crime area that experiences violent crimes at a rate two (2) times higher than that of the United States (1,348.5/100,000 for ██████ versus 553.5/100,000 for the United States¹), which has resulted in PPMHV having to close the site at 4:00pm on days it is open. The ██████ service will be relocated to the proposed extension clinic in light of the recent closure of PPMHV's ██████ extension clinic that provided an ██████ service. This project will situate this service in a more centralized location where a large proportion of PPMHV's users already live.

The proposed relocation and consolidation project will result in the provision of healthcare services in a larger, more accessible building that eliminates the need for PPMHV to inefficiently operate two (2) sites that are located only three (3) miles apart and that already share many of the same staff. The consolidated extension clinic, which will operate six (6) days per week for about 63 hours, contains ample private parking for patients that is currently unavailable to patients at the existing extension clinic sites.

The relocated and consolidated site, which will be certified for the Family Planning O/P and ██████ O/P services, will be located in 8,009 square feet of leased space at ██████ ██████ ██████. Because the two (2) existing extension clinics are located only three (3) miles from each other, they generally serve patients from the same region. Also, because ample public transportation options available to residents (see below), this project will not result in decreased access to services. In fact, the opposite is expected – this project is expected to improve access to these services by enabling PPMHV to operate longer hours in a more efficient manner.

Project Background

As brief background, in 2008, the Board of Directors of PPMHV undertook an intensive, six-(6)-month strategic planning process during which a comprehensive community needs assessment was conducted to determine the most effective ways to increase access to family planning in Dutchess,

¹ <http://newburgh.areaconnect.com/crime1.htm>.

██████████ and ██████████ Counties. At the time, PPMHV operated 11 total healthcare sites.

On February 18, 2009, representatives of PPMHV had a meeting with representatives from the Bureau of Women's Health of the NYSDOH. PPMHV presented an overview of the then-current PPMHV system, outlined its redesign proposals and sought the Bureau's comments and guidance. The redesign included the closure of health centers in ██████████ and ██████████ and the consolidation of the ██████████ and ██████████ extension clinics (as proposed in this C.O.N. Application), among other efforts.

Over the subsequent weeks, PPMHV prepared additional material in response to the NYSDOH guidance and other questions/concerns raised by NYSDOH staff. On April 15, 2009, PPMHV met with representatives from the Bureau of Women's Health, Office of Health Systems Management, and the New Rochelle regional office, to discuss the steps that PPMHV would take in order to ensure quality and continuity of patient care during its consolidation, which would include relocation, consolidation and closure of current sites. NYSDOH officials advised PPMHV of the requirements for closure and the relocation/consolidation C.O.N. Application processes.

Phase I of the system-wide consolidation effort of PPMHV, which has already occurred effective July 31, 2009, included the closure of four (4) extension clinics ██████████ and ██████████. Phase II of this effort, which includes the consolidation and relocation of the ██████████ and ██████████ extension clinics, is being proposed herein. As noted above, PPMHV expects that additional changes will need to be made to the overall D&TC in order to fully implement its consolidation effort (subject of future letter(s)/application(s) to the State Health Department).

Representatives of PPMHV and ██████████ (██████████) met to discuss the proposed extension clinic, which is across the street from a new facility of the ██████████ an existing Article 28 D&TC. The discussion focused on the fact that PPMHV and ██████████ have

provided services in close proximity for many years, and that both healthcare organizations serve many of the same patients. That positive meeting resulted in the understanding that the proposed relocation would allow both entities to better mutually serve patients. St. Luke’s Cornwall Hospital is also supportive of this relocation and consolidation project and is providing a Letter of Support (under Appendix I of this Project Narrative).

Public Need Analysis

The following factors were considered in the assessment of the need for the proposed project:

- The demographics of the primary service area (PSA) of the relocated extension clinic.
- The issues surrounding the use of the existing [REDACTED] extension clinic site.
- The issues surrounding the use of the existing [REDACTED] extension clinic site.
- The responsiveness of PPMHV’s proposal to the identified need.

Population Demographics

The service area for this project is [REDACTED] County, while the primary service area (PSA) is comprised of the following ZIP Codes: [REDACTED] (site ZIP Code), [REDACTED] and [REDACTED]. The PSA is comprised of the proposed extension clinic site ZIP Code plus some of the surrounding ZIP Codes, and it represents the same geographic area currently served by the [REDACTED] and [REDACTED] extension clinic sites. Patients are also generally expected to come from other areas to receive services at the relocated and consolidated extension clinic.

Per the United States (U.S.) Census Bureau, the site ZIP Code ([REDACTED]) and the PSA showed the following population characteristics in 2000, as compared to [REDACTED] County:

Table A. Demographics of ZIP Code [REDACTED] the Primary Service Area and [REDACTED] County, 2000

	ZIP Code [REDACTED]	Primary Service Area	[REDACTED] County
2000 Population	52,084	99,386	341,367
Percent Age 18-44*	39.0%	39.2%	38.7%

Percent Age 18-44 – Estimated Women**	20.3%	19.9%	19.3%
Percent African-American	21.6%	14.3%	8.1%
Percent Asian	1.4%	1.3%	1.5%
Percent Other Racial Minority (incl. 2+ races)	15.6%	11.0%	6.7%
Percent Total Racial Minorities	38.6%	26.6%	16.3%
Percent Hispanic/Latino	24.2%	17.8%	11.6%
Percent Foreign-Born	14.2%	10.7%	8.4%
Percent Persons At or Below Federal Poverty Level	15.5%	11.2%	10.5%

* Standard Child-Bearing Age

** Estimated by finding the percentage of total women to the total population in 2000, and multiplying it by the 18-44 total population.

Per the above table, as compared to ██████ County, the year 2000 population of the PSA contained a larger percentage of traditionally medically underserved individuals, including racial minorities, Hispanics/Latinos, foreign-born residents and persons living at or below the Federal Poverty Level. Additionally, ZIP Code ██████ (the site ZIP Code of the extension clinic) contained an even larger percentage of the above-noted groups. Individuals who share these characteristics are traditionally medically underserved, which PPMHV has found to be true in the local area. Approval of this project will ensure the continued provision of services to these underserved individuals.

Important to this demographic discussion is the fact that many of the service area communities are comprised of extraordinarily poor individuals. This is evidenced by the fact that all six (6) census tracts of the City of ██████ (the largest city in ██████ County) are federally-designated as Medically Underserved Areas (MUAs). In fact, there are only nine (9) other MUA census tracts in the rest of ██████ County. This federal designation indicates the high level of medical under-service that exists in ██████ which contains a large proportion of individuals who are traditionally medically underserved and who currently are significant users (and will continue to be users) of the proposed extension clinic.

As further evidence of these designations, approximately 15.5% of the residents of ██████ were living at or below the Federal Poverty Level in 2000, as compared to only 10.5% for ██████ County. The northeastern section of ██████ County is characterized by an extremely poor and underserved population. The need for this relocation is clear from a demographic standpoint, particularly given

the very poor populations living within the local service area communities of the site. The need for the proposed relocation and consolidation project is made even clearer given the issues experienced at both existing extension clinic sites, as described below.

Existing [REDACTED] Extension Clinic

The existing [REDACTED] extension clinic site is located at [REDACTED] [REDACTED] [REDACTED]. Because the existing [REDACTED] extension clinic is located [REDACTED] miles and [REDACTED] minutes from the relocated/consolidated site, the impact of this project on existing patients of this site is minimal. Please refer to Appendix II of this Project Narrative for a map of the locations of the existing [REDACTED] [REDACTED] and [REDACTED] extension clinics, as well as the proposed relocated/consolidated extension clinic site.

This extension clinic, which is approximately 2,700 square feet in size and located on three (3) floors, was purchased by PPMHV in 1973. The [REDACTED] extension clinic is located in a high crime area that experiences violent crimes at a rate two (2) times higher than that of the United States (1,348.5/100,000 for [REDACTED] versus 553.5/100,000 for the United States²). In fact, [REDACTED] is one (1) of 17 high-crime communities in New York State targeted by the State's Operation IMPACT crime reduction program. In 2008, residents of [REDACTED] experienced a total of 116,047 crimes, of which 16,797 were violent (including murder, rape, robbery and aggravated assault).³ In order to ensure the safety and security of patients and staff members, this extension clinic currently closes at 4:00 p.m. on days that it is open.

Furthermore, there are numerous limitations to the physical building itself that have driven the need for this proposal. First, the building is not fully accessible, as there are six (6) steps that the general public must climb before entering the front door. Furthermore, there is no parking for patients and bathrooms of the extension clinic are outdated. Offices and examination rooms inside of the building

² [http://\[REDACTED\].areaconnect.com/crime1.htm](http://[REDACTED].areaconnect.com/crime1.htm).

³ 2008 Operation IMPACT Annual Report. New York State Division of Criminal Justice Services.

are inadequately sized and the waiting area is too small to appropriately accommodate the volume of patients and guests seen at the site. Additionally, the stairs to the second floor and basement are very narrow and steep, posing a potential hazard for individuals. Lastly, one of the basement exit doors is located in an alcove under the front porch that is often used by vagrants as a bathroom.

In 2008, the [REDACTED] extension clinic site experienced a total of 2,637 visits. Services offered at the Newburgh extension clinic site include the following:

- Annual Exam (including breast examination and pap test)
- Birth Control without Pelvic Exam
- Emergency Contraception (EC)
- Family Planning (including birth control pills, condoms, Depo-provera, diaphragm, Implanon, IUC and NuvaRing)
- HIV/AIDS Testing and Counseling
- Male Health Services
- Menopause/Mid-Life Services
- Pregnancy Test and Counseling
- Sexually Transmitted Infection Testing and Treatment
- Treatment for Vaginal and Urinary Tract Infections

PPMHV closed four (4) of its extension clinic sites on July 31, 2009 as part of its overall restructuring plan. As a result of these closures, staff was relocated to the [REDACTED] and [REDACTED] extension clinic sites and, to meet the immediate needs of its patients, PPMHV increased the hours of operation of its [REDACTED] site from 13.5 hours per week to 30 hours per week (albeit maintaining its 4:00pm closure time due to safety issues). These expanded hours have helped to meet the demand for PPMHV's services in light of its extension clinic closures, as evidenced by the immediate growth in visits at the [REDACTED] site, from 150 visits in July 2009 (prior to the closure of the four (4) sites) to 254 visits in August 2009 (subsequent to the closure of the four (4) sites). This dramatic volume growth has put additional stress on an existing facility that is inadequately sized given its volume. The relocation and consolidation of the [REDACTED] and [REDACTED] extension clinic sites will help to meet the demand for these services in a safe, modern and convenient location.

Existing [REDACTED] Extension Clinic

The existing [REDACTED] extension clinic site is located at [REDACTED] -- [REDACTED] [REDACTED]. Because the [REDACTED] extension clinic is located [REDACTED] miles and [REDACTED] minutes from the relocated/consolidated site, the impact of this project on existing patients of this site is minimal. Please refer to Appendix II of this Project Narrative for a map of the locations of the existing [REDACTED] [REDACTED] and [REDACTED] extension clinics, as well as the proposed relocated/consolidated extension clinic site.

This extension clinic, which is about 2,800 square feet in size, was purchased by PPMHV in 1987. It is located approximately three (3) miles from the [REDACTED] extension clinic site. The [REDACTED] extension clinic experiences many of the same issues as the [REDACTED] site. Offices and examination rooms inside of the building are inadequately sized and the waiting area is too small to appropriately accommodate the volume of patients and guests seen at the site.

As noted above, staff from the four (4) extension clinic sites closed on July 31, 2009 was relocated to the [REDACTED] and [REDACTED] extension clinic sites and, to meet the immediate needs of its patients, PPMHV increased the hours of operation of the [REDACTED] site from 30 hours per week to 46.5 hours per week. These expanded hours have helped to meet the demand for PPMHV's services in light of its extension clinic closures, as evidenced by the immediate growth in visits at the [REDACTED] site, from 248 visits in June 2009 (prior to the closure of the four (4) sites) to 390 visits in August 2009 (subsequent to the closure of the four (4) sites). As with the [REDACTED] site, this dramatic volume growth has put additional stress on an existing facility that is inadequately sized given its volume. The relocation and consolidation of the [REDACTED] and [REDACTED] extension clinic sites will help to meet the demand for these services in a safe, modern and convenient location.

In 2008, the [REDACTED] extension clinic site experienced a total of 3,626 visits. Services offered at the [REDACTED] extension clinic site include the following:

- Annual Exam (including breast examination and pap test)
- Birth Control without Pelvic Exam
- Emergency Contraception (EC)
- Family Planning (including birth control pills, condoms, Depo-provera, diaphragm, Implanon, IUC and NuvaRing)
- HIV/AIDS Testing and Counseling
- Male Health Services
- [REDACTED]
- Menopause/Mid-Life Services
- Pregnancy Test and Counseling
- Sexually Transmitted Infection Testing and Treatment
- Treatment for Vaginal and Urinary Tract Infections

Existing [REDACTED] Extension Clinic

The existing [REDACTED] extension clinic site is located at [REDACTED] [REDACTED] [REDACTED] [REDACTED]. Through this project, PPMHV will relocate the [REDACTED] service of the [REDACTED] extension clinic to the proposed relocated/consolidated extension clinic in [REDACTED].

The relocation of [REDACTED] services from [REDACTED] to the new extension clinic is being proposed as a response to a recent closure of one (1) of PPMHV's other local extension clinic sites (in [REDACTED] [REDACTED] that had provided [REDACTED] services but recently ceased operations. Effective July 31, 2009, PPMHV closed its [REDACTED] extension clinic, which was located directly across the [REDACTED] [REDACTED]. The closure of the [REDACTED] extension clinic, which provided a considerable volume of [REDACTED] services, has resulted in the need for patients who are seeking [REDACTED] services to travel northward to PPMHV's Poughkeepsie extension clinic, or westward to its [REDACTED] extension clinic. Per internal data from PPMHV, of the 184 [REDACTED] visits to the [REDACTED] extension clinic site from August 1, 2009 to January 19, 2010 (i.e., 2009/2010 utilization after the closure of the [REDACTED] extension clinic), about 25% of its [REDACTED] visits were from residents of ZIP Codes [REDACTED] [REDACTED] and [REDACTED] ([REDACTED] [REDACTED]). Additionally, of the 53 [REDACTED] visits to the Poughkeepsie extension clinic site from August 1, 2009 to January 19, 2010, about 74% were from residents of ZIP Codes [REDACTED] [REDACTED] and [REDACTED] [REDACTED] who traveled 18+ miles to receive services in Poughkeepsie. This data makes it clear that the relocation of [REDACTED] services back to the

██████████/██████████ region will centralize these services and make them more accessible to patients of the entire region.

Please refer to Appendix II of this Project Narrative for a map of the locations of the existing ██████████ ██████████ ██████████ and ██████████ extension clinics, as well as the proposed relocated/consolidated extension clinic site.

Responsiveness of PPMHV's Proposal

The proposed relocation and consolidation project will result in the provision of healthcare services in a larger, more accessible building that eliminates the need for PPMHV to inefficiently operate two (2) sites that are located only three (3) miles apart and that already share many of the same staff. The consolidated extension clinic contains ample private parking for patients that is currently unavailable to patients at the existing extension clinic sites. Further, the hours of operation of the consolidated extension clinic site (six (6) days per week for about 63 hours, with additional walk-in capabilities), along with the numerous public transportation options available to residents of the region (see below), will ensure not only continued, but enhanced accessibility to the services of the Center.

PPMHV's program of care is already accepted by the community as a high-quality service that provides efficient and effective services to the residents of the service area. The proposed relocation and consolidation of its ██████████ and ██████████ extension clinic sites to a new site in ██████████ will ensure greater access to high-quality care for the community, and will allow PPMHV to continue its mission of caring for all individuals, regardless of age, sex, sexual orientation, race, creed, religion, disability, source of payment or any other personal characteristic.

PPMHV is committed to caring for the poor within the community. In fact, as the proposed operating budget for this project (as well as the past operational experience of PPMHV) indicates, the extension clinic is projecting that patients covered by Medicaid, self-pay patients and charity care patients will

comprise a significant percentage of all visits (please refer to the Operating Budget for this project under Attachment No. 8). There is no doubt that PPMHV is dedicated to serving the poor within its community. To this end, this relocation and consolidation project will allow PPMHV to better serve its patients, who rely on and trust only PPMHV to provide for their healthcare needs. The improved accessibility to these services, and the resultant benefits to the community through the continued providing of high-quality services, make approval of this project consistent with public need.

Background and Mission

PPMHV is a not-for-profit organization certified by New York State to operate a diagnostic and treatment center (D&TC) under Article 28 of the New York Public Health Law. The main site of PPMHV is located at 17 Noxon Street, Poughkeepsie (Dutchess County), New York 12601. PPMHV operates additional extension clinics located throughout the [REDACTED] region.

Services provided by PPMHV include, but are not limited to, the following: reproductive healthcare; birth control methods, procedures and supplies; and medically approved information, advice and treatment of infertility problems. PPMHV also provides health education, counseling and resource services to individuals and other health-related organizations. PPMHV is affiliated with Planned Parenthood Federation of America, which sets professional, medical and operational standards for the Planned Parenthood affiliates.

Program Management

PPMHV embraces a program of service to reach an underserved population, and an operating philosophy 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. Services provided in the proposed extension clinic will continue to be sensitive to the needs of the population and responsive to the desires of its patients.

PPMHV has a Medical Director, [REDACTED] [REDACTED] M.D., who is qualified by training, experience and administrative ability to assume responsibility for the position, has developed and recommended policies and procedures governing patient care and the appointment of clinical staff members, is responsible for the supervision of the Quality Assurance Program and is a physician licensed by New York State. Dr. [REDACTED] will continue to serve in this capacity for the relocated/consolidated extension clinic. Please refer to the curriculum vitae of Dr. [REDACTED] under Appendix II of this Project Narrative.

At this time, it is anticipated that the proposed extension clinic site will be open Monday through Friday (11 hours per day), and on Saturday (8 hours), for a total of 63 hours per week, with capabilities for walk-in care. Additionally, the site can be easily reached by major transportation lines, including [REDACTED] [REDACTED]. Public transportation options include the Shortline Bus Service, Leprechaun Lines Bus Service and the Dial-A-Bus services of [REDACTED] and [REDACTED]. For additional transportation services within [REDACTED] County, the public can access the [REDACTED] County Department of Planning's transportation website ([http://www.\[REDACTED\]](http://www.[REDACTED])

The extension clinic will continue to use Vassar Brothers Medical Center as its formal backup facility. The Hospital is located [REDACTED] miles and [REDACTED] minutes' travel time from the proposed extension clinic site. By having this agreement, the Center ensures that its patients will continue to have proper and complete access to inpatient services, as well as ancillary services.

As an existing D&TC, the Center already has in place a formal Quality Assurance (QA) Program in accordance with Sections 751.8 and 755.9 of 10 New York Codes, Rules and Regulations (10 NYCRR). This QA Program includes a continuous process improvement system for monitoring and assessing the quality and appropriateness of care. One of the primary goals of the QA Program is to identify problems and foster opportunities to improve patient care. Under the direct supervision of the Medical Director, the QA Program is an ongoing process.

The general operations of the extension clinic will adhere to the standards required under 10 NYCRR. The Center's standards of patient care emphasize accuracy and timeliness of diagnosis, and referral to appropriate medical practitioners. All existing policies and procedures in place at PPMHV will be incorporated into the operation of the relocated and consolidated extension clinic, which will continue to be operated under the same high standards of care currently in practice at the Center.

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

APPENDIX I

LETTER OF SUPPORT - HOSPITAL



ROBERT S. ROSS
SENIOR VICE PRESIDENT, OPERATIONS

NEWBURGH CAMPUS
70 Oubals Street
Newburgh, NY 12550
Tel (845) 568-2141

CORNWALL CAMPUS
19 Laurel Avenue
Cornwall, NY 12518
Tel (845) 458-4340

E-mail ross@slchospital.org

December 21, 2009

RE: Letter of Support

To Whom It May Concern:

St. Luke's Cornwall Hospital supports the development of Planned Parenthood Mid-Hudson Valley's new facility that will be located at [REDACTED] in the city of [REDACTED]

The current location, adjacent to the hospital on [REDACTED] in [REDACTED] has become insufficient to meet the increased number of patients seeking assistance. Planned Parenthood provides essential services to the community especially to the low income families.

Planned Parenthood plays a vital role within the community and we support their need for a consolidated location within the City of [REDACTED]

Sincerely,

A handwritten signature in black ink that reads "Robert S. Ross".

Robert S. Ross
Senior Vice President, Operations

RSR/jw

cc: [REDACTED] President & CEO
Planned Parenthood Mid-Hudson Valley

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

APPENDIX II

MAP OF REGION WITH SITES

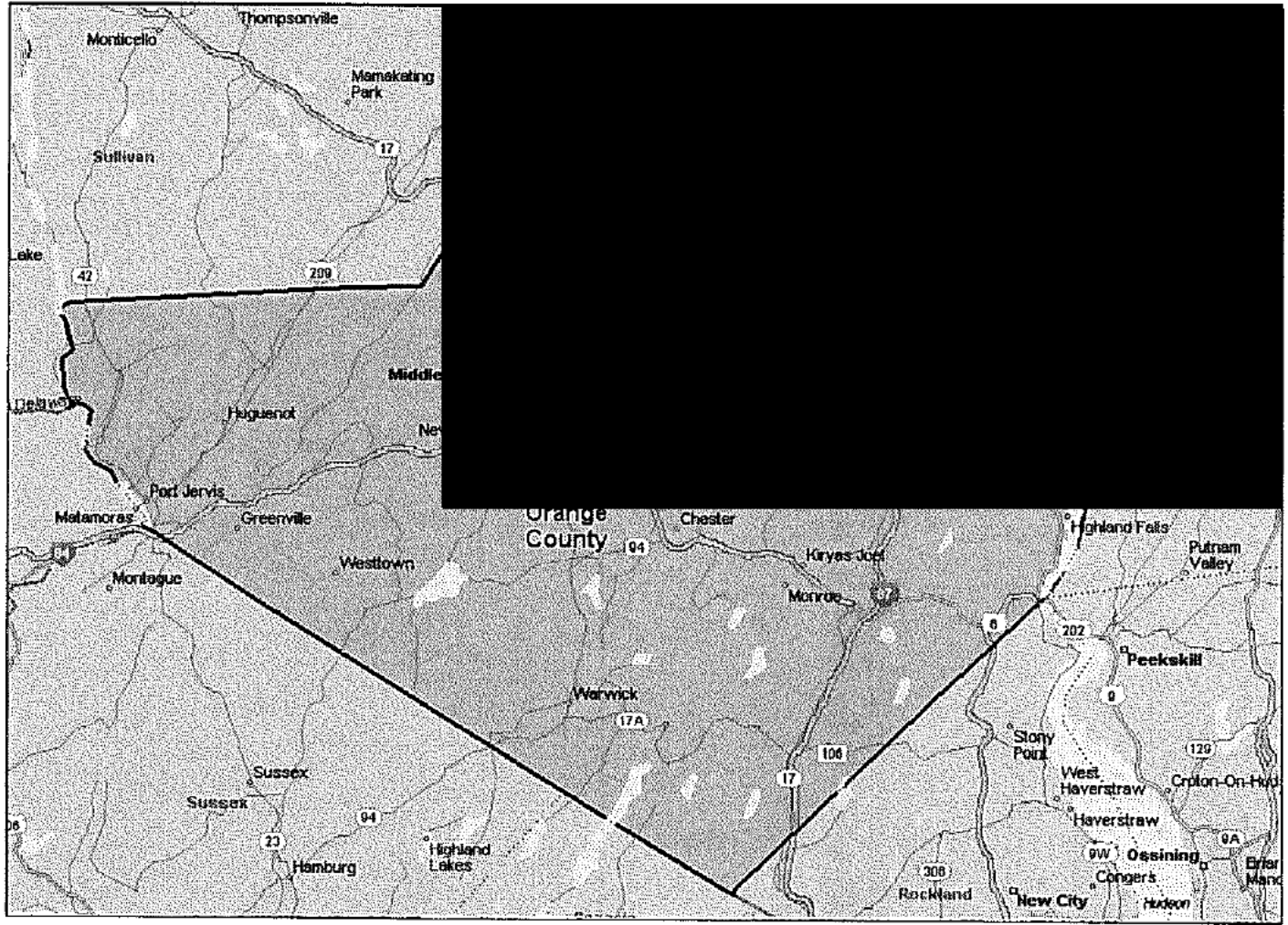
AND

CALCULATION OF DRIVING DISTANCES

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

RELOCATION AND CONSOLIDATION OF EXTENSION CLINIC SITES/SERVICES

APPENDIX – MAP OF SITES



- Key**
- Existing Site
 - Proposed Site

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

APPENDIX III

CURRICULUM VITAE – MEDICAL DIRECTOR

ATTACHMENT NO. 3

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

FINANCIAL NARRATIVE

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

FINANCIAL NARRATIVE

Planned Parenthood of the Mid-Hudson Valley (PPMHV), an existing, Article 28 diagnostic and treatment center (D&TC), is submitting this Certificate of Need (C.O.N.) Application that seeks approval for the relocation and consolidation of two (2) of its existing extension clinic sites to a single extension clinic site, and for the relocation of one (1) service of a third extension clinic site to the consolidated site. This project is the second phase of a system-wide consolidation effort resulting from a rigorous strategic planning process performed by the Board of Directors of PPMHV and reviewed during several meetings with representatives of various offices of the New York State Department of Health (NYSDOH).

The Total Project Cost for this project, which is estimated at \$417,270, will be funded through the sale of the existing [REDACTED] and [REDACTED] extension clinic sites, as well as through fundraising contributions. The [REDACTED] and [REDACTED] sites have been appraised by a third-party entity in the total amount of \$640,000 (\$265,000 for the [REDACTED] site and \$375,000 for the [REDACTED] site). Please refer to Attachment No. 5 for a copy of these two (2) appraisals. The proceeds from the sale of these properties will be used to underwrite capital costs for this project. PPMHV is currently working with an identified buyer for the [REDACTED] site, and it will be placing the [REDACTED] site on the market at an appropriate time in the future.

It must be emphasized that, in the event that the sale of either property does not occur, or fundraising efforts are insufficient to meet the equity noted above, PPMHV will utilize its existing cash reserves to fund the balance of the project. Please refer to the Letter of Funding from Ms. [REDACTED] under Attachment No. 5 regarding this matter. Please also refer to Attachment No. 4 for a recent Internal Financial Statement and 2008 Certified Financial Statement of PPMHV that documents the existence of such funds.

To the extent that working capital is required, the applicant expects to fund the entire working capital requirement through existing operations. Please also refer to Attachment No. 4 for a recent Internal Financial Statement and 2008 Certified Financial Statement of PPMHV.

Site Control

PPMHV will lease 8,009 square feet of space (at about \$12-15 per square foot) for the proposed relocated and consolidated extension clinic for a five-(5)-year period (with a second five-(5)-year option to renew). Please refer to Attachment No. 7 for the Space Lease, two (2) Letters of Rent Reasonableness and a Landlord-Tenant Affidavit.

Basis for Utilization, Revenues and Expenses

The projected incremental utilization for this project is based on the current volume of patients receiving services at the [REDACTED] and [REDACTED] extension clinics and the volume of appropriate services from the [REDACTED] extension clinic (as noted, the [REDACTED] service at [REDACTED] will be relocated to the proposed extension clinic), as well as the incremental growth of these services anticipated as a result of this project.

The staffing mix and expenses were determined based on the experience of PPMHV in providing services at its extension clinics. Likewise, operating revenues are based on the experience of the Center in providing its services. PPMHV anticipates that the phase-in of the Ambulatory Payment Group (APG) methodology (which has been delayed for D&TCs) will likely increase reimbursement for PPMHV. Please refer to the Operating Budget under Attachment No. 8.

This project is one part of an overall strategic plan that PPMHV is undertaking that will improve the operations of the overall Center. The overall strategic plan will decrease the total number of sites operated by PPMHV from 11 sites to five (5) sites, through consolidation (such as this project) and closure (such as the closure of four (4) sites that has already occurred effective July 31, 2009 (described in the Project Narrative under Attachment No. 2)).

Please refer to the first page of Attachment No. 8, which is a document showing the projected, overall positive operations of PPMHV in “Year 1”, which aligns with the Year 1 in this C.O.N. Application. This document shows that, by Year 1, PPMHV overall is anticipated to experience a positive net income of about \$67,256 (plus an anticipated \$100,000 in positive changes from existing assets). In short, this project is a vital component to the overall plan of improved efficiency, operations (including enhanced accessibility) and financial strength of the Center.

ATTACHMENT NO. 4

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

RECENT INTERNAL FINANCIAL STATEMENT

AND

2008 AUDITED FINANCIAL STATEMENT

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY, INC.
Consolidated Balance Sheet
Comparative 2009 and 2008

	<u>Audited</u> <u>December 31, 2008</u>	<u>Unaudited</u> <u>September 30, 2009</u>
Current Assets:		
Cash	882,981	1,650,383
Investments	841,148	899,535
Gov't Grant Receivable	909,317	273,069
Medicaid Receivable	330,118	-
Other Receivables	72,127	13,790
Annuity Receivable	22,526	22,526
Prepaid Expenses	9,784	750
Inventory	122,707	122,707
Security & Rent Deposits	8,526	17,526
Total Current Assets	3,199,234	3,000,286
Property, Plant & Equipment	4,450,535	4,248,601
Accumulated Depreciation	(1,800,132)	(1,770,377)
Net Property, Plant & Equipment	2,650,403	2,478,224
TOTAL ASSETS:	5,849,637	5,478,511
LIABILITIES AND FUND BALANCES:		
AP & Accrued Expenses	294,443	297,831
Gov't Agency Payable	73,169	56,422
Total Liabilities	367,612	354,253
Unrestricted Net Assets	5,482,025	5,124,257
TOTAL LIABILITIES & FUND BALANCE	5,849,637	5,478,511

PPMHV

CON

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY, INC.
Consolidated Statement of Operations

	<u>12/31/2008 Audit</u>	<u>YTD 9/30/2009</u>
Revenue		
Patient Fees (FP & AB)	4,410,738	2,472,540
Grants	3,479,274	2,797,596
Development	891,866	611,399
Education	2,310	
Other Revenue	32,658	61,731
Investment Income & Unrealized Gains	(287,522)	137,139
Sale of Assets		51,488
Total Revenue	8,529,324	6,131,893
Expenses		
Salary & Wages	4,433,823	2,724,642
Employee Benefits	1,229,398	837,484
Total Wages & Benefits	5,663,221	3,562,126
Professional Fees	573,269	741,142
Medical & Related Expenses FP	985,722	695,675
Office Related Expenses	288,821	87,900
Occupancy	464,358	358,398
Training & Related Travel	204,248	59,145
Communications	86,126	61,096
Dues	276,942	214,662
Other	422,376	592,178
Depreciation	160,103	117,338
Bad Debt	51,805	
Total Expenses	9,176,991	6,489,660
Excess (Deficiency) from Operations	(647,667)	(357,767)
Other Changes in Net Assets		
Change in Net Assets	(647,667)	(357,767)

PLANNED PARENTHOOD
OF
THE MID-HUDSON VALLEY, INC.
DECEMBER 31, 2008
AUDITED FINANCIAL STATEMENT

Planned Parenthood of the Mid-Hudson Valley, Inc.
Financial Statements
December 31, 2008

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Independent Auditor's Report

The Board of Directors
Planned Parenthood of the
Mid-Hudson Valley, Inc.

We have audited the accompanying statement of financial position of Planned Parenthood of the Mid-Hudson Valley, Inc. (a nonprofit organization) as of December 31, 2008, and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in **Government Auditing Standards**, issued by the Comptroller General of 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 includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Planned Parenthood of the Mid-Hudson Valley, Inc. as of December 31, 2008, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with **Government Auditing Standards**, we have also issued our report dated June 3, 2009 on our consideration of Planned Parenthood of the Mid-Hudson Valley, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with **Government Auditing Standards** and important for assessing the results of our audit.

80 Washington Street, Suite 202
Poughkeepsie, NY 12601
(845) 485-6200
(845) 485-6400
dbb@dbbcpas.com

The Board of Directors
Planned Parenthood of the
Mid-Hudson Valley, Inc.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of Planned Parenthood of the Mid-Hudson Valley, Inc. taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, **Audits of States, Local Governments, and Non-Profit Organizations**, and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Bailey Browne CPA & Associates

Bailey Browne CPA & Associates

June 3, 2009

Planned Parenthood of the Mid-Hudson Valley, Inc.
Statement of Financial Position
December 31, 2008

Assets	<u>2008</u>
Current Assets	
Cash and Cash Equivalents	882,981
Annuity Receivable (Note 3)	22,526
Investments (Note 4)	841,148
Government Grants Receivable	909,317
Contributions Receivable	57,158
Medicaid Receivable	330,118
Other Receivables	14,969
Prepaid Expense	9,784
Inventory	122,707
Deposits	<u>8,526</u>
Total Current Assets	<u>3,199,234</u>
Fixed Assets	
Land	400,000
Buildings and Improvements	3,483,712
Furniture and Equipment	544,325
Automobile	<u>22,498</u>
	4,450,535
Less: Accumulated Depreciation (Note 2)	<u>(1,800,132)</u>
Net Fixed Assets	<u>2,650,403</u>
Total Assets	<u>5,849,637</u>
Liabilities and Net Assets	
Current Liabilities	
Accounts Payable and Accrued Expenses	293,085
Refundable Advances	1,358
Governmental Agency Payable (Note 5)	<u>58,333</u>
Total Current Liabilities	<u>352,776</u>
Non Current Liabilities	
Governmental Agency Payable (Note 5)	<u>14,836</u>
Total Liabilities	<u>367,612</u>
Net Assets	
Unrestricted	5,222,346
Temporarily Restricted (Note 6)	<u>259,679</u>
Total Net Assets	<u>5,482,025</u>
Commitments (Note 7)	-
Contingencies (Note 13)	<u>-</u>
Total Liabilities and Net Assets	<u>5,849,637</u>

The accompanying notes are an integral part of these financial statements.

Planned Parenthood of the Mid-Hudson Valley, Inc.
Statement of Activities
For the Year Ended December 31, 2008

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2008</u>
Revenues, Gains and Other Support			
Patient Fees	4,410,738	-	4,410,738
Government Grants	-	3,479,274	3,479,274
Campaign and Activities	705,652	186,214	891,866
Investment Income (Note 4)	(287,522)	-	(287,522)
Education Income	2,310	-	2,310
Rental Income	7,800	-	7,800
Miscellaneous Income	7,599	-	7,599
Donation In Kind	8,525	-	8,525
Donated Stock	6,979	-	6,979
Volunteer Labor and Services	3,740	-	3,740
Gain (Loss) on Sale of Fixed Assets	<u>(1,985)</u>	<u>-</u>	<u>(1,985)</u>
	4,863,836	3,665,488	8,529,324
Net Assets Released From Restrictions			
Satisfaction Of Program Restrictions	<u>(3,643,257)</u>	<u>(3,643,257)</u>	<u>-</u>
Total Revenues, Gains and Other Support	<u>8,507,091</u>	<u>22,331</u>	<u>8,529,324</u>
Expenses			
Program Services			
Patient Services	5,510,967	-	5,510,967
Professional and Public Health Education	1,631,215	-	1,631,215
Public Education	<u>31,136</u>	<u>-</u>	<u>31,136</u>
Total Program Services	<u>7,173,318</u>	<u>-</u>	<u>7,173,318</u>
Supporting Services			
Management and General	1,707,019	-	1,707,019
Fund Raising	<u>296,654</u>	<u>-</u>	<u>296,654</u>
Total Supporting Services	<u>2,003,673</u>	<u>-</u>	<u>2,003,673</u>
Total Expenses	<u>9,176,991</u>	<u>-</u>	<u>9,176,991</u>
Change In Net Assets	(669,898)	22,231	(647,667)
Net Assets - Beginning of Year	<u>5,892,244</u>	<u>237,448</u>	<u>6,129,692</u>
Net Assets - End of Year	<u>5,222,346</u>	<u>259,679</u>	<u>5,482,025</u>

The accompanying notes are an integral part of these financial statements.

Planned Parenthood of the Mid-Hudson Valley, Inc.
Statement of Functional Expenses
For the Year Ended December 31, 2008

	Program Services					Supporting Services			Total 2008	
	Family Planning	Surgical Services	Total Patient Services	Professional & Public Health Education	Public Education	Total Program Services	Management and General	Fund Raising		Total
Clinic and Office Salaries	2,320,119	267,540	2,587,659	878,354	15,551	3,481,564	786,996	161,523	948,519	4,430,083
Donated Services	-	-	-	3,740	-	3,740	-	-	-	3,740
Payroll Taxes and Fringe Benefits (Note 8)	<u>725,645</u>	<u>23,018</u>	<u>748,663</u>	<u>234,034</u>	<u>2,816</u>	<u>985,513</u>	<u>205,406</u>	<u>38,479</u>	<u>243,885</u>	<u>1,229,398</u>
Total Compensation and Benefits	3,045,764	290,558	3,336,322	1,116,128	18,367	4,470,817	992,402	200,002	1,192,404	5,663,221
Contract Services	131,945	188,010	319,955	30,943	-	350,898	135,012	2,758	137,770	488,668
Rent and Occupancy	291,326	48,294	339,620	72,506	58	412,184	42,473	9,701	52,174	464,358
Office Expenses	97,258	6,115	103,373	41,331	1,000	145,704	37,581	4,325	41,906	187,610
Telephone	41,213	1,601	42,814	30,768	135	73,717	9,613	2,796	12,409	86,126
Travel	48,851	14,317	63,168	43,310	802	107,280	30,009	6,815	36,824	144,104
Education Projects and Supplies	-	-	-	54,536	-	54,536	1,800	-	1,800	56,336
Conferences and Training	-	-	-	58,689	245	58,934	810	400	1,210	60,144
Professional Fees	1,829	-	1,829	3,987	-	5,816	78,785	-	78,785	84,601
Postage	26,665	26	26,691	3,682	181	30,554	6,690	7,631	14,321	44,875
Donations In Kind	-	-	-	-	-	-	-	8,525	8,525	8,525
Special Events and Fund Raising	-	-	-	-	-	-	-	48,117	48,117	48,117
Diagnostic Tests	147,369	7,192	154,561	-	-	154,561	-	-	-	154,561
Contraceptive Supplies	301,245	-	301,245	2,671	-	303,916	-	-	-	303,916
Clinic Expenses	361,244	166,001	527,245	-	-	527,245	-	-	-	527,245
Miscellaneous Overhead	6,071	1,015	7,086	9,550	2,330	18,966	31,633	-	31,633	50,599
Insurance (Note 10)	54,484	53,826	108,310	400	-	108,510	6,879	-	6,879	115,389
Dues and Subscriptions	20,314	551	20,865	250	1,633	22,748	52,667	320	52,987	75,735
Bad Debts	11,912	5,643	17,555	-	-	17,555	29,820	4,430	34,250	51,805
Advertising & Promotion	23,974	-	23,974	65,090	3,847	92,911	41,835	-	41,835	134,746
NYS Reimbursement (Note 5)	-	-	-	-	-	-	-	-	-	-
Grant Expenses	-	-	-	65,000	-	65,000	-	-	-	65,000
Total Expenses Before Depreciation	4,611,464	782,949	5,394,413	1,598,841	28,598	7,021,852	1,498,009	295,820	1,793,829	8,815,681
Depreciation	<u>102,612</u>	<u>13,942</u>	<u>116,554</u>	<u>23,730</u>	<u>2,538</u>	<u>142,822</u>	<u>16,447</u>	<u>834</u>	<u>17,281</u>	<u>160,103</u>
Subtotal	4,714,076	796,891	5,510,967	1,622,571	31,136	7,164,674	1,514,456	296,654	1,811,110	8,975,784
Payments to Affiliated Organizations	-	-	-	8,644	-	8,644	192,563	-	192,563	201,207
Total Expenses	<u>4,714,076</u>	<u>796,891</u>	<u>5,510,967</u>	<u>1,631,215</u>	<u>31,136</u>	<u>7,173,318</u>	<u>1,707,019</u>	<u>296,654</u>	<u>2,003,673</u>	<u>9,176,991</u>

The accompanying notes are an integral part of these financial statements.

Planned Parenthood of the Mid-Hudson Valley, Inc.
Statement of Cash Flows
Year Ended December 31, 2008

	2008
Cash flows from operating activities:	
Change in net assets	(647,667)
Adjustments to reconcile change in net assets to net cash provided by/used in operating activities:	
Depreciation	160,103
Loss (Gain) on sale of investments	87,869
Loss (Gain) on sale of fixed assets	1,985
Unrealized (Gain) Loss on investments	290,602
Donated Stock	(6,979)
Decrease /(Increase) in grants receivable	73,681
Decrease /(Increase) in other receivables	4,601
Decrease /(Increase) in prepaid expenses	(9,034)
Decrease /(Increase) in contributions receivable	(13,393)
Decrease /(Increase) in medicaid receivables	35,215
Decrease /(Increase) in inventories	(16,464)
Increase /(Decrease) in accounts payable	36,843
Increase /(Decrease) in refundable advances	<u>(96,218)</u>
Net cash provided /(used) by operating activities	<u>(98,856)</u>
Cash flows from investing activities:	
Purchase of fixed assets	(40,497)
Purchase of investments	(507,309)
Proceeds from sale of investments	468,933
Proceeds from sale of fixed assets	<u>2,000</u>
Net cash used in investing activities	<u>(76,873)</u>
Cash flows from financing activities:	
Decrease in governmental agency payable	<u>(43,497)</u>
Net Increase /(Decrease) in cash	(219,226)
Cash and Cash Equivalents at beginning of year	<u>1,102,207</u>
Cash and Cash Equivalents at end of year	<u>882,981</u>
Supplemental Disclosure:	
Noncash Operating Activities:	
Donated labor	<u>3,740</u>
Noncash Investing Activities:	
Donated marketable securities	<u>6,979</u>

The accompanying notes are an integral part of these financial statements.

Planned Parenthood of the Mid-Hudson Valley, Inc.
Notes to the Financial Statements
December 31, 2008

NOTE 1 - ORGANIZATION

Planned Parenthood of the Mid-Hudson Valley, Inc. is a not-for-profit organization licensed by the State of New York to operate centers wherein it provides medical services, including but not limited to, reproductive health care; birth control methods, procedures and supplies; and medically approved information, advice and treatment of infertility problems. It also provides health education, counseling and resource services to individuals and other health related organizations as well as services to develop community attitudes supportive of a comprehensive program relating to human sexuality and reproductive freedom. The Organization is supported primarily by government grants, patient and medicaid fees and contributions.

Planned Parenthood of the Mid-Hudson Valley, Inc. is affiliated with Planned Parenthood Federation of America which sets professional, medical and operational standards for the Planned Parenthood affiliates. These standards must be complied with in order to use the Planned Parenthood name.

The Organization has elected to be exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made on the accompanying financial statements.

Planned Parenthood of the Mid-Hudson Valley, Inc. is related to the Planned Parenthood of the Mid-Hudson Valley Action Fund, Inc., an organization that qualifies as a Section 501(c)(4) tax-exempt organization pursuant to the Internal Revenue Code and, therefore, its income is not subject to federal or state income taxes. The assets and revenues of Planned Parenthood of the Mid-Hudson Valley Action Fund, Inc. have not been included in these financial statements as of December 31, 2008 as they are not material. During the year ended December 31, 2008, Planned Parenthood of the Mid-Hudson Valley, Inc. did not give a grant to Planned Parenthood of the Mid-Hudson Valley Action Fund, Inc. to be used for educational purposes.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF ACCOUNTING

The accompanying financial statements have been prepared on the accrual method of accounting, except for revenues receivable directly from patients which, because of their uncertainty of collection, are not considered income until received. These amounts are not considered material.

BASIS OF PRESENTATION

The financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, **Financial Statements of Not-for-Profit Organizations**. Under SFAS No. 117, the Organization is required to report information regarding its financial position and activities according to three classes of net assets.

Planned Parenthood of the Mid-Hudson Valley, Inc.
Notes to the Financial Statements
December 31, 2008

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

BASIS OF PRESENTATION (Continued)

Accordingly, net assets and changes therein are classified and reported as follows:

Unrestricted net assets are those whose use is not subject to any donor imposed restrictions. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. Planned Parenthood of the Mid-Hudson Valley, Inc. does not have any permanently restricted net assets.

The accompanying schedule of Federal and State/Local Awards Expended includes the grant activity of Planned Parenthood of the Mid-Hudson Valley, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with requirements of OMB Circular A-133, **Audits of States, Local Governments, and Non-Profit Organizations.**

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CASH AND CASH EQUIVALENTS

For purposes of the statement of cash flows the organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

SUPPORT AND REVENUE

Unconditional support and revenue, including promises to give cash and other assets, are reported at fair value at the date the contribution is received. In addition, all amounts are considered available for unrestricted use unless specifically restricted by the donor. Grants and other contributions are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

Planned Parenthood of the Mid-Hudson Valley, Inc.
Notes to the Financial Statements
December 31, 2008

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

BASIS OF PRESENTATION (Continued)

ADVERTISING AND PROMOTION

The Organization uses advertising to promote its programs among the population it serves. The costs of advertising are expensed as incurred. During 2008 advertising and promotion costs totaled \$134,746.

CHARITY CARE

The Organization has a policy of providing charity care to patients who are unable to pay. Such patients are identified based on financial information obtained from the patient and subsequent analysis. Since the Organization does not expect payment, estimated charges for charity care are not included in revenue.

FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and supporting services based on their estimated benefit in reasonable ratios determined by management.

INVESTMENTS

Investments are recorded at fair value based on quoted market prices in accordance with SFAS 124, **Accounting for Certain Investments held by Not-for-Profit Organizations**. Investments received as a gift are recorded at fair value on the date of the contribution.

RECEIVABLES

The Organization provides for bad debts using the reserve method; however, receivables are already shown at their net realizable value after any necessary writeoffs. Management has determined that no allowance for doubtful accounts is necessary as of December 31, 2008.

INVENTORIES

Inventories of supplies are valued at the lower of cost or market on the first-in, first-out basis.

PROPERTY AND EQUIPMENT

Fixed assets are stated at cost, if purchased, or, in the case of donated assets, fair market value at the date of receipt. Acquisitions of property and equipment in excess of \$1,000 are capitalized.

Planned Parenthood of the Mid-Hudson Valley, Inc.
Notes to the Financial Statements
December 31, 2008

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

DEPRECIATION

The Organization provides for depreciation using the straight-line method over the estimated useful lives of the assets as follows:

Buildings and leasehold improvements	10-40 years
Furniture and equipment	3-10 years

DONATED SERVICES

Donated services are recognized as contributions in accordance with SFAS No. 116, **Accounting for Contributions Received and Contributions Made**, if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Volunteers also provided fund-raising services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under SFAS No. 116 were not met.

GOVERNMENT GRANTS

Government grants and other contracts designated for use in specific activities are recognized as revenue in unrestricted net assets when expenditures have been incurred in compliance with the grantor's restrictions. Advances are received under certain grant agreements to assist the organization in expenditures incurred in the first several months of the grant period. Grants receivable are deemed to be fully collectible by management.

NOTE 3 - ANNUITY RECEIVABLE

The Organization is the beneficiary of four life gift annuity agreements. The annuities are administered by Planned Parenthood Federation Of America.

NOTE 4 - INVESTMENTS

Investments are recorded at fair value based on available market prices as required by SFAS No. 124, **Accounting for Certain Investments held by Not-for-Profit Organizations**. Unrealized gains and losses are reported in the statement of activities. The cost and market value of the investments at December 31, 2008 were as follows:

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain (Loss)</u>
Brokerage Cash	4,308	4,308	-
Equity Securities	25,441	21,640	(3,801)
Mutual Funds	<u>1,127,964</u>	<u>815,200</u>	<u>(312,764)</u>
Total	<u>1,157,713</u>	<u>841,148</u>	<u>(316,565)</u>

Planned Parenthood of the Mid-Hudson Valley, Inc.
Notes to the Financial Statements
December 31, 2008

NOTE 4 - INVESTMENTS (continued)

During 2008, the organization received a settlement from Prudential Life Insurance Company from the stock sale for the group term life insurance on its employees.

Investment return is summarized as follows:

Interest and dividend income	116,912
Net realized gains (losses)	(87,869)
Net unrealized gains (losses)	<u>(316,565)</u>
 Total unrestricted investment income	 <u>(287,522)</u>

NOTE 5 - GOVERNMENTAL AGENCY PAYABLE

During April 2007, the Organization entered into an agreement with New York State to repay \$175,000 resulting from disallowed costs. At the signing of the agreement, \$58,334 was paid. The remaining \$116,666 will be paid in weekly installments of \$1,179.36 plus annual interest at 5% as follows from April 2008 to March 2010:

2009	58,333
2010	<u>14,836</u>
 Total	 <u>73,169</u>

NOTE 6 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes at December 31, 2008:

Program Services	114,162
The 2002 Capital and Expansion Campaign	<u>145,517</u>
 Total Temporarily Restricted Net Assets	 <u>259,679</u>

Net assets released from restrictions due to program service were \$3,643,257.

Planned Parenthood of the Mid-Hudson Valley, Inc.
Notes to the Financial Statements
December 31, 2008

NOTE 7 - LEASE COMMITMENTS

The rent expense for 2008 was \$137,408.

The future minimum annual rental commitments under current operating leases at December 31, 2008 are as follows:

2009	91,231
2010	53,664
2011	49,056
2012	28,616
2013 & thereafter	<u>0</u>
Total Minimum Lease Payments	<u>222,567</u>

NOTE 8 - PENSION PLAN

The Organization participates in the Planned Parenthood Federation of America Defined Contribution Pension Plan. All employees who have attained age 21 and have completed two years of consecutive service of at least 1,000 hours a year are covered. The Organization contributes 5% for eligible employees. The pension cost for 2008 amounted to \$148,125 and is included in payroll taxes and fringe benefits.

NOTE 9 - OTHER POST-RETIREMENT BENEFITS

The Organization does not provide benefits to its retired employees. Retired employees are eligible to purchase benefits under a COBRA program.

NOTE 10 - INSURANCE

The Organization participates with other affiliates in obtaining insurance coverage through Planned Parenthood Federation of America. The 2008 expense is as follows:

Malpractice	103,743
General liability	<u>11,646</u>
	<u>115,389</u>

NOTE 11 - CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject Planned Parenthood of the Mid-Hudson Valley, Inc. to a concentration of credit risk are cash accounts with major financial institutions in excess of FDIC insurance limits. These financial institutions have strong credit ratings and management believes that credit risk related to these accounts is minimal.

Planned Parenthood of the Mid-Hudson Valley, Inc.
Notes to the Financial Statements
December 31, 2008

NOTE 12 - LINE OF CREDIT

The Organization has a \$1,000,000 line of credit as of December 31, 2008 with annual interest at prime plus ¼%. The line is collateralized by first position on all assets of the organization. As of December 31, 2008 there was no amount outstanding.

NOTE 13 - CONTINGENCIES

Financial awards from federal and state governmental entities are subject to special audit. Such audits could result in claims against the organization for disallowed costs or noncompliance with restrictions.

NOTE 14 - CONCENTRATIONS OF REVENUE

The Organization grants credit without collateral to their patients. The percentage mix of patient fee revenue for 2008 was as follows:

Medicaid	43.35
Other third party payors	18.23
Patients	<u>38.42</u>
Total	<u>100.00%</u>

NOTE 15 - CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

The Organization receives a substantial amount of its support from governmental agencies. A significant reduction in the level of this support, if this were to occur, may have an effect on the programs and activities.

Planned Parenthood of the Mid-Hudson Valley, Inc.
 Schedule of Federal and State/Local Awards Expended
 For the Year Ended December 31, 2008

	2008 Total Expended	Federal Awards Expended	State/Local Awards Expended	Contract Amount	Contract Number	Contract Period	Pass Through State/Local Awarding Agency	Federal Awarding Agency	Federal CFDA Number	2008 Subrecipient Expenditures
Family Planning Program	2,570,599	1,233,888	1,336,711	2,625,971	C-019941	1/1/08-12/31/08	New York State Department of Health	Health and Human Services	93.217/93.994 93.558	65,000
Intervention Program	58,327	32,080	26,247	60,600 57,746	C-018899 C-018899	7/1/07-6/30/08 7/1/08-6/30/09	New York State Department of Health	Health and Human Services	93.136/93.991	-
AIDS Institute	215,848	-	215,848	254,342 133,915	C-017106 C-017106	7/1/07-6/30/08 7/1/08-6/30/09	New York State Department of Health	N/A	N/A	-
Crime Victims Assistance Programs	100,223	80,177	20,046	101,517 104,834	C-401116 C-401120	10/1/07-9/30/08 10/1/08-9/30/09	New York State Crime Victims Board	Department of Justice	16.575	-
Community-Based Adolescent Pregnancy Prevention Program	394,442	307,863	86,579	370,257 35,000	C-020658 C-020652	1/1/08-12/31/08 1/1/08-12/31/08	New York State Department of Health (Thru Infant Services Network of Orange, Sullivan & Ulster Counties, Inc.)	Health and Human Services	93.994/93.778	-
Adolescent Pregnancy Prevention Services Program	80,676	62,968	17,708	92,442 86,350	C-022682 C-025005	4/1/07-3/31/08 4/1/08-3/31/09	New York State Office of Children & Family Service	Health and Human Service	93.994/93.778	-
Adolescent Pregnancy Prevention Services Teen Grant	17,000	9,350	7,650	18,000 18,000	C-024997 C-024997	4/1/07-3/31/08 4/1/08-3/31/09	New York State Office of Children & Family Services (Thru YWCA of Ulster County	Health and Human Services	93.136/93.991	-
Rural Health Network	8,975	-	8,975	10,000	-	2/1/07-1/31/08 2/1/08-1/31/09	New York State Department of Health (Thru Maternal Infant Services Network)	N/A	N/A	-
Member Grant	10,000	-	10,000	10,000	TM-08192	9/1/08-8/31/09	New York State Office of Children and Family Services	N/A	N/A	-
Orange County GOALS PLUS	23,184	-	23,184	25,266	0833002 CZR09	1/1/08-12/31/08	New York State Office of Children and Family Services	N/A	N/A	-
	<u>3,479,274</u>	<u>1,726,326</u>	<u>1,752,948</u>							

The accompanying notes are an integral part of these financial statements.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

The Board of Directors
Planned Parenthood of the
Mid-Hudson Valley, Inc.

We have audited the financial statements of Planned Parenthood of the Mid-Hudson Valley, Inc. as of and for the year ended December 31, 2008, and have issued our report thereon dated June 3, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in **Government Auditing Standards**, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Planned Parenthood of the Mid-Hudson Valley, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Planned Parenthood of the Mid-Hudson Valley Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the organization's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles, such that there is more than a remote likelihood that a misstatement of the organization's financial statements that is more than inconsequential will not be prevented or detected by the organizations's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the organization's internal control.

80 Washington Street, Suite 202
Poughkeepsie, NY 12601
(845) 485-6200
(845) 485-6400
dbb@dbbcpas.com

The Board of Directors
Planned Parenthood of the
Mid-Hudson Valley, Inc.

Internal Control Over Financial Reporting - continued

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Planned Parenthood of the Mid-Hudson Valley, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under **Government Auditing Standards**.

We noted certain other matters that we reported to management of Planned Parenthood of the Mid-Hudson Valley, Inc. in a separate letter dated June 3, 2009

This report is intended solely for the information and use of management, the Finance Committee, Board of Directors, others within the entity, and federal and state awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Bailey Browne CPA & Associates

Bailey Browne CPA & Associates

June 3, 2009

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

The Board of Directors
Planned Parenthood of the
Mid-Hudson Valley, Inc.

Compliance

We have audited the compliance of Planned Parenthood of the Mid-Hudson Valley, Inc. with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) **Circular A-133 Compliance Supplement** that are applicable to each of its major federal programs for the year ended December 31, 2008. Planned Parenthood of the Mid-Hudson Valley, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Planned Parenthood of the Mid-Hudson Valley, Inc.'s management. Our responsibility is to express an opinion on Planned Parenthood of the Mid-Hudson Valley, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in **Government Auditing Standards**, issued by the Comptroller General of the United States; and OMB Circular A-133, **Audits of States, Local Governments, and Non-Profit Organizations**. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Planned Parenthood of the Mid-Hudson Valley, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Planned Parenthood of the Mid-Hudson Valley, Inc.'s compliance with those requirements.

In our opinion, Planned Parenthood of the Mid-Hudson Valley, Inc. complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended December 31, 2008.

The Board of Directors
Planned Parenthood of the
Mid-Hudson Valley, Inc.

Internal Control Over Compliance

The management of Planned Parenthood of the Mid-Hudson Valley, Inc. is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered Planned Parenthood of the Mid-Hudson Valley, Inc.'s internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Planned Parenthood of the Mid-Hudson Valley, Inc.'s internal control over compliance.

A control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, the Finance Committee, Board of Directors, others within the entity, and federal and state awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Bailey Browne CPA & Associates

Bailey Browne CPA & Associates

June 3, 2009

Planned Parenthood of the Mid-Hudson Valley, Inc.
 Schedule of Findings And Questioned Costs
 Year Ended December 31, 2008

SECTION I--SUMMARY OF AUDITOR'S RESULTS

<u>Financial Statements</u>	<u>Response</u>
Type of auditor's report issued:	Unqualified
Internal control over financial reporting:	
Material weaknesses identified?	No
Reportable conditions that are not considered to be material weaknesses?	No
Noncompliance material to financial statements noted?	No
<u>Federal and State Awards</u>	
Internal control over major programs:	
Material weaknesses identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None
Type of auditor's report issued on compliance for major programs:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?	No
Major programs:	
<u>CFDA Number</u>	<u>Name of Federal Program</u>
93.217	Family Planning
Dollar threshold used to distinguish between type A and type B programs:	\$300,000
Auditee qualified as low-risk auditee?	Yes

Planned Parenthood of the Mid-Hudson Valley, Inc.
Schedule of Findings and Questioned Costs
Year Ended December 31, 2008

SECTION II--FINANCIAL STATEMENT FINDINGS

None noted during audit that are required to be reported.

SECTION III--FEDERAL AND STATE AWARD FINDINGS AND QUESTIONED COSTS

None noted during audit that are required to be reported.

SECTION IV--STATUS OF PRIOR AUDIT FINDINGS

There were no findings in prior audit

ATTACHMENT NO. 5

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

LETTER OF FUNDING

AND

APPRAISALS OF TWO (2) BUILDINGS ([REDACTED] + [REDACTED]

[REDACTED]

February 26, 2010

Mr. Jeffrey R. Rothman, M.S., M.B.A., Director
Bureau of Project Management
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

RE: Relocation and Consolidation of [REDACTED] and [REDACTED] Extension Clinics

Dear Mr. Rothman:

I am the President and Chief Executive Officer of Planned Parenthood of the Mid-Hudson Valley, Inc. (PPMHV), which is submitting a Certificate of Need (C.O.N.) Application that seeks approval to relocate and consolidate two (2) of its extension clinic sites ([REDACTED] and [REDACTED]) to a single site in [REDACTED]. The existing [REDACTED] and [REDACTED] buildings are owned by PPMHV. PPMHV anticipates funding the above-referenced relocation/consolidation project through the sale of the [REDACTED] and [REDACTED] buildings, as well as through its general fundraising efforts.

Please note that, to the extent that sufficient cash equity is not available through its fundraising efforts and from the sale of the [REDACTED] and [REDACTED] buildings, PPMHV will utilize its existing cash reserves (shown as Cash and Investments on the 2008 Certified Financial Statement of PPMHV) to fund the proposed relocation/consolidation project.

Please feel free to contact me if you require any additional information.

Sincerely,

[REDACTED]

President and CEO

April 14, 2009

Planned Parenthood
[REDACTED]

Re: [REDACTED] City [REDACTED] New York [REDACTED]
Office Building.

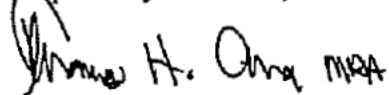
As per our conversation a restricted use appraisal report has been completed on the above referenced property. The report includes exhibits and pertinent data gathered in the preparation of this report.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications and definitions which are set forth in this report. The report was prepared for Planned Parenthood and it is intended only for their specified use.

After careful consideration I have concluded the market value of the subject property in accordance with its highest and best use including land and improvements as of April 14, 2009 to be:

Two Hundred Sixty Five Thousand
(\$265,000)

Respectfully submitted,

 MRA

Thomas H. Arra MRA 45000000071
T. Arra Appraisal Company

Planned Parenthood
[REDACTED]

DESCRIPTION OF THE RESTRICTED USE REPORT:

This valuation is a restricted use report intended for client use only.

IT SHOULD BE CLEARLY UNDERSTOOD THAT THIS RESTRICTED USE REPORT IS CONSIDERED TO BE THE LOWEST LEVEL OF RELIABILITY AS COMPARED TO A COMPLETE APPRAISAL REPORT. A COMPLETE APPRAISAL REPORT DOES NOT INVOKE THE DEPARTURE PROVISION.

SCOPE OF THIS ASSIGNMENT TO PREPARE A RESTRICTED USE REPORT:

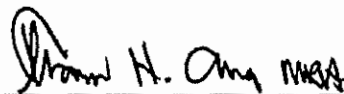
1. An inspection of the subject property was completed on 4/14/2009.
2. Research and collection of market data and market conditions related to the subject.
3. A review of related leases located in the [REDACTED] Dutchess and [REDACTED] marketplace
4. Development of a direct capitalization method of the income approach.
5. Arrival at a value conclusion in a restricted use format – which includes an income capitalization worksheet showing the estimated market rent for the subject and the estimated expenses.
6. The sales comparison analysis using the price per square foot.
7. This appraisal report assumes the reader has a full understanding (knowledge) of the subject property.
8. IT IS IMPORTANT TO NOTE THE RESTRICTED APPRAISAL PROCESS DID NOT INCLUDE THE FOLLOWING ITEMS:
 1. The cost reproduction - new for the subject.
 2. A review and analysis of the Highest and Best Use.
 3. A detailed review of the current zoning ordinance.
 4. Review of environmental conditions.
 5. Review of site plans, building plans or survey maps.

DEPARTURES FROM SPECIFIC APPRAISAL GUIDELINES – DEPARTURES FROM SPECIFIC GUIDELINES OF THE USPAP: THE RESTRICTED USE APPRAISAL REPORT SHOULD CONTAIN A BRIEF STATEMENT OF INFORMATION SIGNIFICANT TO THE SOLUTION OF THE APPRAISAL PROBLEM. STANDARD RULES 2-2©(VII) AND 8-2©(VII) REQUIRE A STATEMENT ON THE EXTENT OF THE PROCESS OF COLLECTING, CONFIRMING, AND REPORTING DATA OR A REFERENCE TO AN ASSIGNMENT AGREEMENT RETAINED IN THE APPRAISER'S WORKFILE THAT DESCRIBES THE SCOPE OF THE WORK PERFORMED. THE READER OF THE RESTRICTED USE APPRAISAL REPORT SHOULD NOT EXPECT TO FIND ALL SIGNIFICANT DATA REPORTED.

CERTIFICATION


I/We Certify that, to the best of our knowledge and belief:

1. Thomas H. Arra has inspected the subject property and has made the analysis, opinions, and conclusions concerning the real estate contained in this Market Value Analysis Report and concurs with the Final Market Value.
2. The statements of fact contained in this report are true and correct.
3. The report analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our unbiased professional analysis, opinions and conclusions.
4. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
5. The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
6. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
7. Our analysis, opinions and conclusions were developed, and this report has been prepared in accordance with the Code of Professional Ethics of the National Association of Master Appraisers and the Uniform Standards of Professional Appraisal Practice.
8. No one provided significant professional assistance to the persons signing this report.
9. As of the date of this report, Thomas H. Arra MRA has completed the continuing education requirements of The State of New York, The Uniform Standards of Professional Appraisal Practice and the Appraisal Foundation.
10. That we are professionally competent to perform this appraisal assignment by virtue of previous experience with similar assignments and or appropriate research and education regarding the specific property type and being appraised.
11. This appraisal and report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.



Thomas H. Arra MRA 4500000071

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location	
Purpose and Function	Estimated market value
Date of Inspection	April 14, 2009
Date of appraisal	April 14, 2009
Property rights appraised	Fee simple
Type structure two story With finished walkout basement	Masonry
Rentable square footage	2,990
Site size	26 x 105 or 2,730 sqft
Taxes Id number	22-3-9
Deed reference number	L 1952 P 82
Property taxes estimated	\$7,500
Zoning	Zr-2 Com 1 Site Conforming
Property class	464 Office building
Highest and Best Use	Present Use

VALUE BASED UPON INCOME CAPITALIZATION \$267,400

VALUE BASED UPON THE SALES COMPARISON ANALYSIS \$263,120

FINAL VALUE ESTIMATED \$265,000



Rentable Square footage 2990 X \$14 = \$41,860

Gross yearly income \$41,860

Vacancy and credit loss 5% (\$2,093)

Effective gross income \$39,767

Less expenses:

Insurance \$3,000

Taxes estimated \$7,500

Repairs and maintenance 3% \$1,193

Management @ 3% \$1,193

Reserve for replacement 2.5% of EGI \$994

TOTAL EXPENSES \$13,880

NET INCOME \$25,887

NET INCOME \$25,887

CAP RATE 0.0968 = INDICATED VALUE \$267,400 (ROUNDED)

CAPITALIZATION PROCESS

In the mortgage equity method, we consider the following data appropriate:

Equity Yield Rate: An equity yield rate of 11% is considered appropriate. This rate takes into consideration alternative investments available in the marketplace, as well as the risk of the subject property given the current market conditions.

Mortgage Interest Rate: 9%

Mortgage Term: 15 years

Loan Ratio: 70%

Period to hold 10 years

Calculations:

Mortgage Position: $.70 \times .1217 = .0852$

Equity Position: $.30 \times .11 = .0330$

.1182

Less:

Equity Build-up x Sinking Fund Factor
 $(.70 \times .5114) \times .0598 = .0214$

Overall Capitalization Rate .0968

In order to convert the net operation income into value, direct capitalization has been utilized. The formula utilized to do this is as follows:

$$\text{Value} = \text{N.O.I.} / \text{RATE}$$

Therefore, the value of the subject property by the income approach is as follows:

$$\text{Value} = \$25,887 / .0968$$

$$\text{Equals } \$267,428$$

$$\text{Rounded } \$267,400$$

Estimated Value by the income approach **\$267,400**

SALES COMPARISON ANALYSIS

SALE	SUBJECT	1	2	3
SALE PRICE		\$361,000	\$410,000	\$475,000
PER SQFT		\$82.05	\$157.94	\$69.96
TIME		9/5/2008 -5%	12/27/2007 -10%	6/4/2007 -10%

LOCATION [REDACTED]

LAND SIZE	2,730 SF	10% 2,500	-5% 9,800	0 4,400
UTILITY	AVERAGE	0 SIMILAR	-10% SUPERIOR	-3% INFERIOR
BLDG SIZE SF	2,990	0 4,400 -6.00%	-5% 2596 1.5	25% 6790 -12.00%
BLDG CONDITION	AVG/GOOD	0 AVERAGE 10%	-5% SUPERIOR -12%	25% INFERIOR 15%
ADJ PRICE PER SF		9.00% \$89.43	-40.50% \$93.97	15% \$80.45

ADJUSTED PRICE PER SQUARE FOOT \$88.00

The Income Capitalization Approach

The income approach is a reliable method of valuation and has been given equal consideration along with the sale comparison analysis in estimating the final value for the subject.

The Sale Comparison Analysis and the Income Approach

As a test of the income approach, the sales comparison analysis was completed.

The subject market area was searched for sales and leased properties that were similar to the subject. There were limited sales and leases of recent data of this type in the past few years. Three of the most recent sales were used with sales dating back to 2007. A sampling of leases in the subject marketplace along with lease data from an expanded radius was used in this report. Values in the subject marketplace have decreased as evidenced by the statistical data and a review of the sales history and the sales data available. Marketing times appear to be 12 or more months.

Investigation of market data utilized in the sales comparison and the income capitalization approach consisted of a search of public records, local multiple listing services, county records, other appraisers' files, Realtors and municipal records. Verification of data was made through a variety of sources: buyer, seller, Realtor, attorney, assessor and appraiser.

After establishing the potential income and expenses for the subject the income approach value of \$268,700 has been established. The value established after adjustments for the differences in the sales comparison analysis is \$263,120. The two approaches to value have been given equal consideration in the final value estimate of \$265,000.

DEFINITION OF MARKET VALUE

The definition of Market Value as defined by the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as a specified date and the passing of title from seller to buyer under conditions whereby:

- I. buyer and seller are motivated by self-interest;
- ii. both parties are well informed or well advised, and acting in what they consider their best interests;
- iii. a reasonable time is allowed for exposure in the open market.
- iv. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- v. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Fee Simple (Estate)

"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power and taxation."

HIGHEST AND BEST USE

This principle of real estate evaluation is defined as, "that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value." 2

Certain criteria must be met in the economic analysis to distinguish highest and best use. These are:

1. Legal Use:

Is it permissible, therefore possible?

2. Possible Use:

Is the site, or can it be, physically adapted?

3. Appropriate Use:

Are the necessary supporting facilities available, such as water, sewer, roads, and other supporting uses ?

4. Feasible Use:

Does it appear to make economic or financial sense for the proposed use to be undertaken on the site at this time?

"Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners." 2

The most profitable use among the competing alternatives, after analyzing the impact upon the community environment, at the date of valuation, is the best estimate of the appraiser and represents the highest and best use of the property. This use is the result of careful analysis by the appraiser based upon the facts present.

2

Byrl N. Boyce, Editor, Real Estate Appraisal Terminology (Massachusetts: Ballinger Publishing Company, 1975). Page 107.

THE APPRAISAL PROCESS

There are three basic analysis that are typically used by appraisers when estimating market value - The Direct Sales Comparison Analysis, The Gross Rent Multiplier Analysis (if a residential property) or The Income Capitalization (if an investment property), and The Cost Approach - Reproduction New. Each provides data from three different sources (when available).

THE DIRECT SALES COMPARISON ANALYSIS

The essential process of sales comparison analysis is to convert verified sales prices of competitive and comparable properties to a defined value estimate. It involves going to the market to extract indication of defined value from market activities. Since it is primarily an application of the principle of substitution, the essence of the direct sales comparison analysis is to discover the sales prices of competitive properties which sold recently on the local market. Through an appropriate adjustment process, this analysis is used to develop indications of what competitive properties would sell for currently if they possessed all of the basic and pertinent physical and economic characteristics of the subject property. Indications of such adjusted sales prices are developed for several comparable sales. These indications are expected to fall into a pattern clustering around one figure, which when appropriately rounded, provides an indication of the market value of the subject property as of the date of the appraisal.

THE GROSS RENT MULTIPLIER ANALYSIS

Gross rent multiplier analysis estimates value by multiplying the gross market rental of the property being appraised by a multiplier developed from a number of actual sales transactions for comparable properties. The application of gross rent multiplier analysis requires three steps. The first two involve considerable market analysis and data gathering. The first step is to estimate the current monthly market rental of the subject property. This is followed by calculation of the appropriate gross rent multiplier from sales of comparable properties that were rented at the time of the sale. The third and final step is to multiply the market rental of the subject property by the gross rent multiplier to obtain an estimate of market value of the subject property.

THE APPRAISAL PROCESS

THE INCOME CAPITALIZATION ANALYSIS

The net income from an investment property using a capitalization rate which reflects the risk and life expectancy of the investment. The result is an estimate of value based upon the anticipated future cash flows.

THE COST APPROACH - REPRODUCTION COST NEW

The basic steps to the cost approach reproduction new are first to estimate the value of the site by comparing it with others in the area that have sold in the recent past as if it were vacant and put to it's highest and best use. Second to estimate the reproduction cost new of the improvements. Third to estimate the accrued depreciation, physical, functional, and external if any. Than by subtracting the accrued depreciation from the estimated cost of the improvements new a depreciated value is derived. The appraiser then must add the site improvements and estimated land value to the depreciated value to arrive at a final estimation via the cost approach.

DEFINITIONS

COST APPROACH

That approach in appraisal analysis which is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist no comparable properties on the market.

DEPRECIATION

A loss of utility and hence value from any cause. An effect caused by deterioration and/or obsolescence. Deterioration or physical depreciation is evidenced by wear and tear, decay, dry rot, cracks, encrustations, or structural defects. Obsolescence is divisible into two parts, functional and economic. Functional obsolescences may be due to poor plan, mechanical inadequacy or overadequacy due to size, style, age etc. It is evidenced by conditions within the property. Economic obsolescence is caused by changes external to the property such as neighborhood infiltrations of inharmonious groups or property used, legislation, etc. It is also the actual decline in market value of improvement to land from time of purchase to time of resale.

DETERIORATION

Impairment of condition; one of the causes of depreciation, reflecting the loss in value brought about by wear and tear, disintegration, use in service, and the action of elements. Also, synonymous with physical depreciation, which may be further classified as curable or incurable depreciation.

ACCURED DEPRECIATION

The difference between reproduction cost new or replacement cost new of the improvements and the present worth of those improvements, both measured as of the date of appraisal. In measuring accrued depreciation, the appraiser is interested in identifying and measuring the loss in utility experienced by the subject structure in its present condition, as compared to the utility it would have as a new improvement representing the highest and best use of the site. Accrued depreciation is sometimes referred to as diminished utility.

DEFINITIONS

FUNCTIONAL OBSOLESCENCE

Impairment of functional capacity or efficiency. Functional obsolescence reflects the loss in value brought about by such factors of overcapacity, inadequacy, and changes in the art that affect the property item itself or its relation with other items comprising a larger property. The inability of a structure to perform adequately the function for which it is currently employed.

ECONOMIC OBSOLESCENCE

Impairment of desirability or useful life arising from factors external to the property, such as economic forces or environmental changes which affect supply/demand relationships in the market. Loss in value from physical deterioration and functional obsolescence, both of which are inherent in the property. Also referred to as Locational or Environmental Obsolescence.

* Byrl N. Boyce, Real Estate Appraisal Terminology, Revised Edition (Massachusetts: Ballinger Publishing Company, 1981). Pages 3, 14, 63, 75, 77, 87.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous water and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans and Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and appraisal of the appraiser.

THOMAS H. ARRA MRA

EDUCATION

Graduate of [REDACTED] Attended
Ulster Community College - 1977. Subsequently I have successfully
completed the following:

New York State Continuing Education requirements
For certification renewal - 28 credits every - 2 years.
Principles of Real Estate 1 - 1983
Principles of Real Estate 2 - 1984
Salesmans License - 1979
Brokers License - 1984
Graduate of Real Estate Institute, (GRI) - 1984
Financing Courses of the 80's - 1980
Investment Courses 1 and 2 - 1981
Tax Seminar Courses - 1982
Society of Real Estate Appraisers Course 101 - 1986
Course on New Uniform Appraisal Report Form - 1987
Society of Real Estate Appraisers Course 102 - 1987
Seminar - Professional Practice - Society of
Real Estate Appraisers - 1988
Professional Practice (Part A) - 1991
Environmental Risk Screening (45 hours) - 1994
HUD Certification Workshop Seminar - 1995
HUD 203K Rehabilitation Home Mortgage Seminar - 1995
Reviewing a Single Family Appraisal Course - 1995
Environmental Risk Screening Seminar - 1995
Certification from New York State Division of Licensing -
1991 (Refer to attached photo copy)

AFFILIATIONS

President: T. Arra Appraisal Company
Board of Directors Ulster County Multiple Listing Service
(former Vice President, former Treasurer)
Realtor Member: Ulster County Board of Realtors
Member: Ulster County Multiple Listing Service
Member: Mid-Hudson Multiple Listing Service
Member: National Association of Realtors
Member: State Association of Realtors
Member: National Association Master of Master Appraisers
Designated (MRA)
Veterans Administration approved appraiser
FHA approved appraiser

EXPERIENCE

Completed over one million dollars in Real Estate transactions per year as a Realtor Associate 1979-1984

As a Real Estate Appraiser, completed single-family (Freddie Mac and Fannie Mae), Multi-Family (FHLMC), and 2055, 2065, and Employee Relocation (ERC) appraisals

The above is a synopsis of my professional credentials, affiliations and experience pertaining to the fields of: Appraisal, Residential Real Estate and Commercial Investment. Additional details available upon request.

EMPLOYMENT HISTORY

Realtor Associate: Century 21 - Arra Realty,
1979 to 1984. P.O. Box 132, Stone Ridge, New York,
12484.

Appraiser: Hudson Valley Appraisal Company,
1984 to 1987. Main Street, Kingston New York 12401

President: T. Arra Appraisal Company - 4/87 to present.

UNIQUE ID NUMBER
4500000071

State of New York
Department of State

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Control No. 0220

DIVISION OF LICENSING SERVICES

PURSUANT TO THE PROVISIONS OF ARTICLE 66 OF THE
EXECUTIVE LAWS IT IS CERTIFIED TO THE APPRAISERS

EFFECTIVE DATE
MO. DAY YE.
11 18 07

ABRAHAM THOMAS B.
CYO TARRA APPRAISAL COMPANY
69 WILSON AVE
284 CLINTON AVE.
KINGSTON, NY 12401-2111

EXPIRATION DATE
MO. DAY YE.
11 18 09

HAS BEEN FULLY CERTIFIED TO TRANSACT BUSINESS AS A
RESIDENTIAL APPRAISER

In Witness Whereof, The Department of State has caused
this seal to be hereunto affixed.
LORRAINE A. CORTES-YAZQUEL
SECRETARY OF STATE

April 14, 2009

Planned Parenthood
[REDACTED]

Re: [REDACTED]
Class 464 Office Building

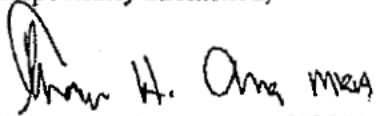
As per our conversation a restricted use appraisal report has been completed on the above referenced property. The report includes exhibits and pertinent data gathered in the preparation of this report.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications and definitions which are set forth in this report. The report was prepared for Planned Parenthood and it is intended only for their specified use.

After careful consideration I have concluded the market value of the subject property in accordance with its highest and best use including land and improvements as of April 14, 2009 to be:

(Three Hundred Seventy Five Thousand)
(\$375,000)

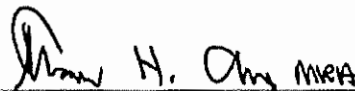
Respectfully submitted,


Thomas H. Arra MRA 45000000071
T. Arra Appraisal Company

CERTIFICATION


I/We Certify that, to the best of our knowledge and belief:

1. Thomas H. Arra has inspected the subject property and has made the analysis, opinions, and conclusions concerning the real estate contained in this Market Value Analysis Report and concurs with the Final Market Value.
2. The statements of fact contained in this report are true and correct.
3. The report analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our unbiased professional analysis, opinions and conclusions.
4. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
5. The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
6. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
7. Our analysis, opinions and conclusions were developed, and this report has been prepared in accordance with the Code of Professional Ethics of the National Association of Master Appraisers and the Uniform Standards of Professional Appraisal Practice.
8. No one provided significant professional assistance to the persons signing this report.
9. As of the date of this report, Thomas H. Arra MRA has completed the continuing education requirements of The State of New York, The Uniform Standards of Professional Appraisal Practice and the Appraisal Foundation.
10. That we are professionally competent to perform this appraisal assignment by virtue of previous experience with similar assignments and or appropriate research and education regarding the specific property type and being appraised.
11. This appraisal and report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.



Thomas H. Arra MRA 45000000071

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location	
Purpose and Function	Estimated market value
Date of Inspection	April 14, 2009
Date of appraisal	April 14, 2009
Property rights appraised	Fee simple
Type structure two story	Wood Frame
Rentable square footage	2,750
Site size	100 x 150 or 15,000 sqft
Tax Id number	46-2-50.2
Deed reference number	B 2747 P 242
Property taxes estimated	\$8,000
Zoning	C-1 Conforming
Property class	464 Office Building
Highest and Best Use	Present Use

VALUE BASED UPON INCOME CAPITALIZATION \$375,500

VALUE BASED UPON THE SALES COMPARISON ANALYSIS \$369,287

FINAL VALUE ESTIMATED \$375,000

Planned Parenthood
[REDACTED]

DESCRIPTION OF THE RESTRICTED USE REPORT:

This valuation is a restricted use report intended for client use only.

IT SHOULD BY CLEARLY UNDERSTOOD THAT THIS RESTRICTED USE REPORT IS CONSIDERED TO BE THE LOWEST LEVEL OF RELIABILITY AS COMPARED TO A COMPLETE APPRAISAL REPORT. A COMPLETE APPRAISAL REPORT DOES NOT INVOKE THE DEPARTURE PROVISION.

SCOPE OF THIS ASSIGNMENT TO PREPARE A RESTRICTED USE REPORT:

1. An inspection of the subject property was completed on 4/14/2009.
2. Research and collection of market data and market conditions related to the subject.
3. A review of related leases located in the [REDACTED] [REDACTED] and Dutchess counties marketplaces
4. Development of a direct capitalization method of the income approach.
5. Arrival at a value conclusion in a restricted use format -- which includes an income capitalization worksheet showing the estimated market rent for the subject and the estimated expenses.
6. The sales comparison analysis using the price per square foot.
7. This appraisal report assumes the reader has a full understanding (knowledge) of the subject property.
8. IT IS IMPORTANT TO NOTE THE RESTRICTED APPRAISAL PROCESS DID NOT INCLUDE THE FOLLOWING ITEMS:
 1. The cost reproduction - new for the subject.
 2. A review and analysis of the Highest and Best Use.
 3. A detailed review of the current zoning ordinance.
 4. Review of environmental conditions.
 5. Review of site plans, building plans or survey maps.

DEPARTURES FROM SPECIFIC APPRAISAL GUIDELINES – DEPARTURES FROM SPECIFIC GUIDELINES OF THE USPAP: THE RESTRICTED USE APPRAISAL REPORT SHOULD CONTAIN A BRIEF STATEMENT OF INFORMATION SIGNIFICANT TO THE SOLUTION OF THE APPRAISAL PROBLEM. STANDARD RULES 2-2©(VII) AND 8-2©(VII) REQUIRE A STATEMENT ON THE EXTENT OF THE PROCESS OF COLLECTING, CONFIRMING, AND REPORTING DATA OR A REFERENCE TO AN ASSIGNMENT AGREEMENT RETAINED IN THE APPRAISER'S WORKFILE THAT DESCRIBES THE SCOPE OF THE WORK PERFORMED. THE READER OF THE RESTRICTED USE APPRAISAL REPORT SHOULD NOT EXPECT TO FIND ALL SIGNIFICANT DATA REPORTED.

[REDACTED]
Rentable Square footage 2750 X \$16 = \$44,000

Gross yearly income \$44,000

Vacancy and credit loss 5% \$(2,200)

Effective gross income \$41,800

Less expenses:

Insurance \$2,500

Taxes paid by tenant None

Repairs and maintenance 3% \$1,254

Management @ 3% \$1,254

Reserve for replacement 2.5% of EGI \$1,045

TOTAL EXPENSES \$(6,053)

NET INCOME \$35,747

NET INCOME \$35,747

= INDICATED VALUE \$369,287 (ROUNDED)

CAP RATE 0.0968

CAPITALIZATION PROCESS

In the mortgage equity method, we consider the following data appropriate:

Equity Yield Rate: An equity yield rate of 11% is considered appropriate. This rate takes into consideration alternative investments available in the marketplace, as well as the risk of the subject property given the current market conditions.

Mortgage Interest Rate: 9%

Mortgage Term: 15 years

Loan Ratio: 70%

Period to hold 10 years

Calculations:

Mortgage Position: $.70 \times .1217 = .0852$

Equity Position: $.30 \times .11 = .0330$

.1182

Less:

Equity Build-up x Sinking Fund Factor
 $(.70 \times .5114) \times .0598 = .0214$

Overall Capitalization Rate .0968

In order to convert the net operation income into value, direct capitalization has been utilized. The formula utilized to do this is as follows:

$$\text{Value} = \text{N.O.I.} / \text{RATE}$$

Therefore, the value of the subject property by the income approach is as follows:

$$\text{Value} = \$35,747 / .0968$$

$$\text{Equals } \$369,287$$

$$\text{Rounded } \$369,287$$

$$\text{Estimated Value by the income approach } \quad \quad \quad \mathbf{\$369,287}$$

SALES COMPARISON ANALYSIS

SALE	SUBJECT	1	2	3
SALE PRICE		\$325,000	\$545,000	\$400,000
PER SQFT		\$251.94	\$272.50	\$298.95
TIME		2/11/2008 0%	6/27/2007 -11%	3/31/2008 0%
LOCATION				-15.00%
LAND SIZE	15,000	24,150 -5.00%	25,440 -5.00%	15,000 0%
UTILITY	AVERAGE	SIMILAR	SIMILAR	SIMILAR
BLDG SIZE FIRST FLR	1502 SQFT	1,290 1.50%	2,000 2.50%	1,338 1.00%
FIN BSMT SQFT	1,248 SQFT	UNFIN BSMT NONE 3.00%	UNFIN BSMT NONE 3.00%	UNFIN BSMT NONE 3.00%
BLDG CONDITION	GOOD	GOOD	GOOD	GOOD
PARKING	PAVED PARKING	PAVED PARKING	PAVED PARKING	PAVED PARKING
ADJ PRICE PER SF		-0.50% \$250.68	-10.50% \$243.89	-11.00% \$266.06

ADJUSTED PRICE PER SQUARE FOOT = \$250.00

**ESTIMATED VALUE BASED UPON THE SALES COMPARISON ANALYSIS
\$375,500**

The Income Capitalization Approach

The income approach is a reliable method of valuation and has been given equal consideration along with the sales comparison analysis in estimating the final value for the subject.

The Sale Comparison Analysis and the Income Approach

As a test of the income approach, the sales comparison analysis was completed.

The subject market area was searched for sales and leased properties that were similar to the subject. There were limited sales and leases available of this type in the past few years. Three of the most recent sales were used with sales dating back to 2007. A sampling of leases in the subject marketplace along with lease data from an expanded radius was used in this report. Values in the subject marketplace have decreased as evidenced by the statistical data and a review of the sales history and the sales data available. Marketing times appear to be 12 or more months.

Investigation of market data utilized in the sales comparison and the income capitalization approach consisted of a search of public records, local multiple listing services, county records, other appraisers' files, Realtors and municipal records. Verification of data was made through a variety of sources: buyer, seller, Realtor, attorney, assessor and appraiser.

After establishing the potential income and expenses for the subject the income approach value of \$369,287 has been established. The value established after adjustments for the differences in the sales comparison analysis is \$375,500. The two approaches to value have been given equal consideration in the final value estimate of \$375,000.

DEFINITION OF MARKET VALUE

The definition of Market Value as defined by the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as a specified date and the passing of title from seller to buyer under conditions whereby:

- I. buyer and seller are motivated by self-interest;
- ii. both parties are well informed or well advised, and acting in what they consider their best interests;
- iii. a reasonable time is allowed for exposure in the open market.
- iv. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- v. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Fee Simple (Estate)

"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power and taxation."

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous water and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans and Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and appraisal of the appraiser.

HIGHEST AND BEST USE

This principle of real estate evaluation is defined as, "that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value." 2

Certain criteria must be met in the economic analysis to distinguish highest and best use. These are:

1. Legal Use:

Is it permissible, therefore possible?

2. Possible Use:

Is the site, or can it be, physically adapted?

3. Appropriate Use:

Are the necessary supporting facilities available, such as water, sewer, roads, and other supporting uses ?

4. Feasible Use:

Does it appear to make economic or financial sense for the proposed use to be undertaken on the site at this time?

"Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners." 2

The most profitable use among the competing alternatives, after analyzing the impact upon the community environment, at the date of valuation, is the best estimate of the appraiser and represents the highest and best use of the property. This use is the result of careful analysis by the appraiser based upon the facts present.

2

Byrl N. Boyce, Editor, Real Estate Appraisal Terminology (Massachusetts: Ballinger Publishing Company, 1975). Page 107.

THE APPRAISAL PROCESS

There are three basic analysis that are typically used by appraisers when estimating market value - The Direct Sales Comparison Analysis, The Gross Rent Multiplier Analysis (if a residential property) or The Income Capitalization (if an investment property), and The Cost Approach - Reproduction New. Each provides data from three different sources (when available).

THE DIRECT SALES COMPARISON ANALYSIS

The essential process of sales comparison analysis is to convert verified sales prices of competitive and comparable properties to a defined value estimate. It involves going to the market to extract indication of defined value from market activities. Since it is primarily an application of the principle of substitution, the essence of the direct sales comparison analysis is to discover the sales prices of competitive properties which sold recently on the local market. Through an appropriate adjustment process, this analysis is used to develop indications of what competitive properties would sell for currently if they possessed all of the basic and pertinent physical and economic characteristics of the subject property. Indications of such adjusted sales prices are developed for several comparable sales. These indications are expected to fall into a pattern clustering around one figure, which when appropriately rounded, provides an indication of the market value of the subject property as of the date of the appraisal.

THE GROSS RENT MULTIPLIER ANALYSIS

Gross rent multiplier analysis estimates value by multiplying the gross market rental of the property being appraised by a multiplier developed from a number of actual sales transactions for comparable properties. The application of gross rent multiplier analysis requires three steps. The first two involve considerable market analysis and data gathering. The first step is to estimate the current monthly market rental of the subject property. This is followed by calculation of the appropriate gross rent multiplier from sales of comparable properties that were rented at the time of the sale. The third and final step is to multiply the market rental of the subject property by the gross rent multiplier to obtain an estimate of market value of the subject property.

THE APPRAISAL PROCESS

THE INCOME CAPITALIZATION ANALYSIS

The net income from an investment property using a capitalization rate which reflects the risk and life expectancy of the investment. The result is an estimate of value based upon the anticipated future cash flows.

THE COST APPROACH - REPRODUCTION COST NEW

The basic steps to the cost approach reproduction new are first to estimate the value of the site by comparing it with others in the area that have sold in the recent past as if it were vacant and put to it's highest and best use. Second to estimate the reproduction cost new of the improvements. Third to estimate the accrued depreciation, physical, functional, and external if any. Than by subtracting the accrued depreciation from the estimated cost of the improvements new a depreciated value is derived. The appraiser then must add the site improvements and estimated land value to the depreciated value to arrive at a final estimation via the cost approach.

DEFINITIONS

COST APPROACH

That approach in appraisal analysis which is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist no comparable properties on the market.

DEPRECIATION

A loss of utility and hence value from any cause. An effect caused by deterioration and/or obsolescence. Deterioration or physical depreciation is evidenced by wear and tear, decay, dry rot, cracks, encrustations, or structural defects. Obsolescence is divisible into two parts, functional and economic. Functional obsolescences may be due to poor plan, mechanical inadequacy or overadequacy due to size, style, age etc. It is evidenced by conditions within the property. Economic obsolescence is caused by changes external to the property such as neighborhood infiltrations of inharmonious groups or property used, legislation, etc. It is also the actual decline in market value of improvement to land from time of purchase to time of resale.

DETERIORATION

Impairment of condition; one of the causes of depreciation, reflecting the loss in value brought about by wear and tear, disintegration, use in service, and the action of elements. Also, synonymous with physical depreciation, which may be further classified as curable or incurable depreciation.

ACCURED DEPRECIATION

The difference between reproduction cost new or replacement cost new of the improvements and the present worth of those improvements, both measured as of the date of appraisal. In measuring accrued depreciation, the appraiser is interested in identifying and measuring the loss in utility experienced by the subject structure in its present condition, as compared to the utility it would have as a new improvement representing the highest and best use of the site. Accrued depreciation is sometimes referred to as diminished utility.

DEFINITIONS

FUNCTIONAL OBSOLESCENCE

Impairment of functional capacity or efficiency. Functional obsolescence reflects the loss in value brought about by such factors of overcapacity, inadequacy, and changes in the art that affect the property item itself or its relation with other items comprising a larger property. The inability of a structure to perform adequately the function for which it is currently employed.

ECONOMIC OBSOLESCENCE

Impairment of desirability or useful life arising from factors external to the property, such as economic forces or environmental changes which affect supply/demand relationships in the market. Loss in value from physical deterioration and functional obsolescence, both of which are inherent in the property. Also referred to as Locational or Environmental Obsolescence.

* Byrl N. Boyce, Real Estate Appraisal Terminology, Revised Edition (Massachusetts: Ballinger Publishing Company, 1981). Pages 3, 14, 63, 75, 77, 87.

THOMAS H. ARRA MRA

EDUCATION

Graduate of [REDACTED] Attended
Ulster Community College - 1977. Subsequently I have successfully
completed the following:

- New York State Continuing Education requirements
For certification renewal - 28 credits every - 2 years.
- Principles of Real Estate 1 - 1983
- Principles of Real Estate 2 - 1984
- Saleman's License - 1979
- Brokers License - 1984
- Graduate of Real Estate Institute, (GRI) - 1984
- Financing Courses of the 80's - 1980
- Investment Courses 1 and 2 - 1981
- Tax Seminar Courses - 1982
- Society of Real Estate Appraisers Course 101 - 1986
- Course on New Uniform Appraisal Report Form - 1987
- Society of Real Estate Appraisers Course 102 - 1987
- Seminar - Professional Practice - Society of
Real Estate Appraisers - 1988
- Professional Practice (Part A) - 1991
- Environmental Risk Screening (45 hours) - 1994
- HUD Certification Workshop Seminar - 1995
- HUD 203K Rehabilitation Home Mortgage Seminar - 1995
- Reviewing a Single Family Appraisal Course - 1995
- Environmental Risk Screening Seminar - 1995
- Certification from New York State Division of Licensing -
1991 (Refer to attached photo copy)

AFFILIATIONS

President: T. Arra Appraisal Company
Board of Directors Ulster County Multiple Listing Service
(former Vice President, former Treasurer)
Realtor Member: Ulster County Board of Realtors
Member: Ulster County Multiple Listing Service
Member: Mid-Hudson Multiple Listing Service
Member: National Association of Realtors
Member: State Association of Realtors
Member: National Association Master of Master Appraisers
Designated (MRA)
Veterans Administration approved appraiser
FHA approved appraiser

EXPERIENCE

Completed over one million dollars in Real Estate transactions per year as a Realtor Associate 1979-1984

As a Real Estate Appraiser, completed single-family (Freddie Mac and Fannie Mae), Multi-Family (FHLMC), and 2055, 2065, and Employee Relocation (ERC) appraisals

The above is a synopsis of my professional credentials, affiliations and experience pertaining to the fields of: Appraisal, Residential Real Estate and Commercial Investment. Additional details available upon request.

EMPLOYMENT HISTORY

Realtor Associate: Century 21 - Arra Realty,
1979 to 1984. P.O. Box 132, Stone Ridge, New York,
12484.

Appraiser: Hudson Valley Appraisal Company,
1984 to 1987. Main Street, Kingston New York 12401

President: T. Arra Appraisal Company - 4/87 to present.

UNIQUE ID NUMBER
AS00000007

State of New York
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 10220

PURSUANT TO THE PROVISIONS OF ARTICLE 66 OF THE
EXECUTIVE LAWS, IT RELATES TO R E APPRAISERS

EFFECTIVE DATE
NO. OF DAYS
15 15 07

APR 6 THOMAS B
CFD TARRA APPRAISAL COMPANY
65 WILSON AVE
284 CLINTON AVE
KINGSTON NY 12401-2114

EXPIRATION DATE
MO. DAY YE
11 18 08

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R E RESIDENTIAL APPRAISER

Witnessed at the Department of State
LORRAINE A. CORTES-VAZQUEZ
SECRETARY OF STATE

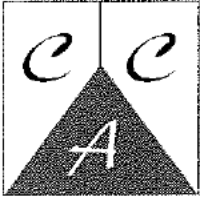
ATTACHMENT NO. 6

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

ARCHITECTURAL ITEMS

1. Transmittal Letter to Mr. Thomas M. Jung, R.A.
2. Architect's Letter of Certification
3. Architectural Narrative
4. Functional Space Program
5. Schematic Drawing

Cicero Consulting Associates
VCC, Inc.



701 Westchester Ave.
Suite 210W
White Plains, NY 10604
Tel: (914) 682-8657
Fax: (914) 682-8895

White Plains Unit
Frank T. Cicero, M.D.
Frank M. Cicero
James Psarianos
Michael D. Ungerer
Noelia Chung
Brian Baldwin

Albany Unit
Nicholas J. Mongiardo
William B. Carmella
Anthony J. Maddaloni
Rose Murphy
Joseph F. Pofit
Charles F. Murphy, Jr.
Albert L. D'Amato
Mark Van Guysting

March 3, 2010

Mr. Thomas M. Jung, R.A., Director
Review and Analysis Group/BAEFP
NEW YORK STATE DEPARTMENT OF HEALTH
433 River Street, 6th Floor
Troy, NY 12180-2299

RE: PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY
(██████████ County)

Relocation and Consolidation of Extension Clinic Sites/Services to a New Site at ██████████
██████████

Dear Mr. Jung:

On behalf of our client, Planned Parenthood of the Mid-Hudson Valley (PPMHV), an existing, Article 28 diagnostic and treatment center (D&TC), we have recently submitted a Certificate of Need Application for Administrative Review that seeks approval for the relocation and consolidation of two (2) of its existing extension clinic sites to a single extension clinic site, and for the relocation of one (1) service of a third extension clinic site to the consolidated site. This project is the second phase of a system-wide consolidation effort resulting from a rigorous strategic planning process performed by the Board of Directors of PPMHV and reviewed during several meetings with representatives of various offices of the New York State Department of Health (NYSDOH).

The two (2) existing extension clinics that will be relocated and consolidated include the following:

- Extension Clinic #1 – ██████████. It is certified for the Primary Medical Care O/P and Family Planning O/P services. PFI # ██████████.
- Extension Clinic #2 – ██████████ - ██████████ (██████████). It is certified for the Family Planning O/P service. PFI ██████████.

Additionally, it should be noted that the ██████████ service from the ██████████ extension clinic, which is located at ██████████ (PFI ██████████) will be relocated to the consolidated extension clinic, in order to improve efficiencies for that service.

Mr. Thomas M. Jung, R.A.
March 3, 2010
Page 2

A driving force behind this project is the existence of several constraints at the existing [REDACTED] and [REDACTED] extension clinic sites that are most effectively addressed through the relocation and consolidation of the sites. Examples of constraints are physical limitations of the building, including undersized offices, examination rooms and waiting areas. The [REDACTED] extension clinic site is also located in a high crime area that experiences violent crimes at a rate two (2) times higher than that of the United States, which has resulted in PPMHV having to close the site at 4:00pm on days it is open. The [REDACTED] service will be relocated to the proposed extension clinic in light of the recent closure of PPMHV's [REDACTED] extension clinic that provided an [REDACTED] service. This project will situate this service in a more centralized location where a large proportion of PPMHV's users already live.

The proposed relocation and consolidation project will result in the provision of healthcare services in a larger, more accessible building that eliminates the need for PPMHV to inefficiently operate two (2) sites that are located only three (3) miles apart and that already share many of the same staff. The consolidated extension clinic, which will operate six (6) days per week for about 63 hours, contains ample private parking for patients that is currently unavailable to patients at the existing extension clinic sites.

The relocated and consolidated site, which will be certified for the Family Planning O/P and [REDACTED] O/P services, will be located at [REDACTED]. Because the two (2) existing extension clinics are located only [REDACTED] miles from each other, they generally serve patients from the same region. Additionally, because ample public transportation options are available to residents, this project will not result in decreased access to services. In fact, the opposite is expected – this project is expected to improve access to these services by enabling PPMHV to operate longer hours in a more efficient manner.

Through this project, PPMHV will lease approximately 8,009 square feet of space at about \$12 to \$15 per square foot for this project. All construction will be in compliance with Federal, State and local codes, including 10 New York Codes, Rules and Regulations.

For your review, we are providing an Architect's Letter of Certification, Architectural Narrative, Functional Space Program and Schematic Drawings. Full-size schematic drawings will be provided upon receipt of a Project Number. Should you have any questions or require any additional information, please feel free to contact me. Thank you for your consideration in this matter.

Sincerely,

Frank M. Cicero

cc: Mr. Jeffrey R. Rothman, M.S., M.B.A., Director, Bureau of Project Management
Ms. [REDACTED] President and CEO, Planned Parenthood of the Mid-Hudson Valley

187 East Market Street
Suite 180
Rhinebeck NY 12572

845 876 8202
845 876 8112 fax
optimusarchitecture.com



18 February 2010

NYS Department of Health/Office of Health Systems Management
Division of Health Care Planning and Resource Management
Bureau of Architectural and Engineering Review
433 River Street, Suite 303
Troy, NY 12180-2299

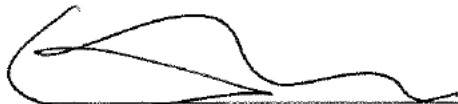
Re: Project Number: Not Assigned
Name: Planned Parenthood of Mid-Hudson Valley
Location: [REDACTED]
Description: Relocate and consolidate two clinics into a new diagnostic and treatment facility.

Gentlemen:

This is to certify that under the terms of my contract for the above-named facility to provide services to design, prepare working drawings and specifications, and during construction to make periodic visits to the site and to perform such other required services to familiarize myself with the general progress, quality and conformance of the work, I have ascertained that to the best of my knowledge, information and belief, this project will be designed in substantial compliance with the provisions of the construction sections of the State Hospital Code, which are in effect at the time this application is being submitted.

I also certify that I have read and understood the conditions of Section 710.1 of 10 NYCRR.

2.19.2010
Date


David A. Souers, AIA, ASHE, ACHA

Professional NYS License No. 017367-1



ARCHITECTURAL NARRATIVE

Planned Parenthood of the Mid-Hudson Valley

INTRODUCTION

Planned Parenthood of the Mid-Hudson Valley (PPMHV), an existing, Article 28 diagnostic and treatment center (D&TC), is submitting this Certificate of Need (C.O.N.) Application that seeks approval for the relocation and consolidation of two (2) of its existing extension clinic sites to a single extension clinic site, and for the relocation of one service of a third extension clinic site to the consolidated site. This project is the second phase of a system-wide consolidation effort resulting from a rigorous strategic planning process performed by the Board of Directors of PPMHV and reviewed during several meetings with representatives of various offices of the NYSDOH.

Location

The relocated and consolidated site will be located at [REDACTED] [REDACTED]
[REDACTED].

Purpose

A driving force behind this project is the existence of several constraints at the existing [REDACTED] and [REDACTED] extension clinic sites that are most effectively addressed through the relocation and consolidation of the sites. Examples of constraints are physical limitations of the building, including undersized offices, examination rooms and waiting areas. Additionally, the [REDACTED] extension clinic site is located in a high crime area that has resulted in PPMHV having to close the site at 4:00pm on days it is open.

Existing Program Inventory

PPMHV will relocate and consolidate two (2) of its existing extension clinics to a single extension clinic site and will relocate the [REDACTED] service of a third extension clinic site to the consolidated site.

Program Inventory at Project Completion

Upon completion of this project the new space will consist of two (2) procedure rooms, five (5) exam rooms and an ultrasound room. The space will also house support services for these functions.

Existing Building Inventory

The project will consist of a renovation of 8,009 square feet located on the ground floor of an existing office building.

Building Inventory at Project Completion

See "Existing Building Inventory" above.

Purpose/Need

As noted above, a driving force behind this project is the existence of several constraints at the existing [REDACTED] and [REDACTED] extension clinic sites that are most effectively addressed through the relocation and consolidation of the sites.

PROJECT DESCRIPTION

The new 8,009 square foot extension clinic will consist of clinical and non-clinical areas. The non-clinical area consists of waiting rooms, staff lounge, locker room, business offices and storage. The waiting room will have an area for wheelchair, storage, as well as access to drinking water and telephone. The clinical area will consist of five (5) exam rooms with a clear floor space no less than 80 square feet, two (2) procedure rooms with a clear floor space no less than 120 square feet and one (1) ultrasound room. All exam, treatment and ultrasound rooms will contain a hand washing sink, work counter and space for writing. There will also be access to clean storage, soiled holding, a clean supply room, housekeeping and an additional storage closet. The clinical area will be monitored by staff at nurse stations.

CONCLUSION

This project will enable PPMHV to provide its extension clinic services to the local community within improved facilities compliant with Article 28 of the New York Public Health Law.

ATTACHMENT NO. 7

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

SITE CONTROL DOCUMENTATION

1. Lease Agreement, Landlord's Rider to Lease and Tenant's Rider to Lease
2. First Amendment to Lease Agreement
3. Documentation of Rent Reasonableness
4. Arm's-Length Affidavit

LEASE AGREEMENT

THIS LEASE made and entered into as of the ___ day of _____, _____ by and between
LAKESIDE MANAGEMENT ASSOCIATES LLC ^{liability company}, a limited partnership having offices at 40 Matthews Street, Suite 23
Goshen NY, 10924 (hereinafter "Landlord") and Planned Parenthood of (hereinafter
the Mid-Hudson Valley, Inc.
"Tenant").

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, and with intent to
be legally bound, Landlord and Tenant agree and covenant as follows:

ARTICLE I - DEMISE OF PREMISES: USE AND ENJOYMENT

Section 1.01 Description of Premises. Landlord is the owner of that certain parcel of real
property situate lying and being in _____, known _____,

Subject to and upon the terms, conditions, covenants and undertakings hereinafter set forth,
Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord a
8600 +/- sq. ft. store _____. Tenant shall have exclusive use of
the Premises, and 24 hour access to the premises.

The tenant shall have a non-exclusive right, together with other tenants and other occupants of
Lakeside Plaza, to use the parking area and driveways appurtenant thereto for the purpose of ingress and
egress for the parking of motor vehicles for itself and its customers incidental to the business conducted
by the Tenant on the demised premises so long as the area is devoted to parking purposes only with regard
to Lakeside Plaza. Landlord will maintain @ its cost +
expense the parking area (including lighting, snow &
ice removal, & paving of the parking area).

~~The Landlord shall have the right to modify, change, enlarge or decrease that portion of the area within the lands known as [REDACTED] which is used for parking, as they, in their absolute discretion, deem advisable.~~

Section 1.02. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying all Rent and Additional Rent as provided herein and performing all of the covenants and conditions herein set forth, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term herein provided for use as office^{and clinical} space, for Tenant's business.

Section 1.03 Requirements of Law. Landlord represents that the premises may legally be used for the purposes specified herein. Tenant shall not do or permit to be done, any act or thing upon said premises, which will invalidate or be in conflict with fire insurance policies covering the building of which the demised premises forms a part, and fixtures and property therein, and shall not do or permit to be done, any act or thing upon said premises which shall or might subject the Landlord to any liability or responsibility for injury to any person or persons, or to property by reason of any business or operation being carried on upon said premises or for any other reason; and Tenant, at its sole expense shall comply with all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body, ^{directly related to Tenant's use & occupancy of the premises} except for orders relating to structural changes in the building, provided, however, structural changes that are required by the Tenant in the course of its business operation shall not be expected. Furthermore, Tenant shall not do, or permit anything to be done, in or upon said premises, or bring or keep anything therein, except as ^{now} or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance rating organizations, or other authority having jurisdiction and then only in such quantity or manner of storage as not to increase the rate of fire insurance applicable to the building, or use of the premises in a manner which shall increase the rate of fire insurance on the building of which

demised premises forms a part, or on property located therein, over that in effect at the commencement of this lease. If by reason of the failure of the Tenant to comply with the provisions of this paragraph, including, but not limited to, the mere use to which the Tenant puts the premises, the fire insurance rate, shall at anytime after the beginning of this lease be higher, that it otherwise would be, the Tenant shall reimburse the Landlord as additional rent hereunder, for that part of all fire insurance premiums thereafter paid by the Landlord, which exceeds the normal and which shall have been charged ~~because of~~ ^{which directly result} of such failure or use by the Tenant, and shall make such reimbursement upon the first day of the month following the outlay by the Landlord.

ARTICLE II - TERM

Section 2.01 Term. The term of this Lease (hereinafter the "Term") shall be for a period of 5 years from ~~June 1, 2009~~ ^{July 31, 2011} as hereinafter defined, and shall terminate at 11:59 P.M. local time on ~~August 1, 2009~~ ^{August 1, 2009}

ARTICLE III - RENT

Section 3.01 Rent. Tenant covenants and agrees to pay to Landlord for the use and occupancy of the premises the Rent, hereby defined as the sum of the Minimum Annual Rent and Additional Rent, as defined infra. Tenant's obligation to pay Rent shall commence upon the Occupancy Date without the requirement of any further act or Notice from Landlord.

Section 3.01.01 Minimum Annual Rent. Tenant hereby agrees that the Minimum Annual Rent during the first year of the Lease Term shall be payable in twelve equal monthly installments. The first month's rent shall be paid upon execution of this lease agreement.

** The Landlord shall provide Tenant with written notice from the insurance underwriter specifying the nature and amount of the increase in insurance premium and outlining Tenant's actions which directly result in an increase in the insurance premium.*

The rent shall be as follows:

1st Year: \$ 7,900 per month - 108,000 per annu
 \$
 2nd Year: \$ See Rider # (for
 \$
 3rd Year: \$ See rider # CI
 \$
 4th year \$ See Rider # INCREASE
 5th year \$ See Rider # See Rider

Section 3.01.02 Additional Rent. Tenant shall pay to Landlord, monthly, as Additional

Rent the following:

for tax provision - see Landlord Rider
 (i) ~~an amount which is the product of the multiplication of~~

the Tenant's Percentage by the total amount of taxes and impositions as described in Article V, Tenant's
 proportionate share of all taxes and utilities shall be _____ of the bills for the same.

~~(ii) 3.00 per sq. foot to be paid to Landlord by Tenant for~~
 (iii) ~~all other sums required to be paid pursuant to this Lease.~~ common charges
 (8000 x 2.00) = 25,00

Section 3.02 Method and Time of Rent Payment. Except as otherwise set forth herein, Rent is

due in advance, on the first (1st) day of every calendar month during the Term at the office of Landlord,
 or at such other place or address as Landlord may hereafter designate in writing. If an installment of Rent
 is not received by Landlord by the date that is ten (10) days after the date on which such installment is due,
 then, in addition to such installment Tenant shall also pay a late charge equal to five percent (5%) of such
 installment. If any check delivered to Landlord pursuant to the terms of this Lease shall be dishonored
 by reason of insufficient or uncollected funds or for any other reason, then

(i) Tenant shall pay to Landlord a service charge of \$108.00 for each dishonored check.
 25.00

No payment by Tenant or receipt by Landlord of a lesser amount than the Minimum Annual Rent
 or Additional Rent herein stipulated shall be deemed to be other than on account of the Rent Due. Nor
 shall any endorsement or statement on any check or in any letter accompanying any check or payment as

Minimum Annual Rent or Additional Rent be deemed in accord and satisfaction, and Landlord may accept such payment or check without prejudice to Landlord's right to recover the balance of such Minimum Annual Rent and Additional Rent or to pursue any other remedy provided for by this Lease or by law. If the Term shall commence or terminate on a day other than the first day or the last day (respectively) of a month, then Rent for such partial month shall be prorated based on a thirty day month.

Section 3.03. Hold Over Period. In the event that Tenant does not surrender all of the demised premises to Landlord upon the expiration or other termination of this lease, Tenant shall pay, as a use and occupation charge during each month of such "hold-over" period, an amount equal to one hundred ^{ten} ~~five~~ _(10%) percent of one-twelfth (1/12) of the Minimum Annual Rent and Additional Rent payable during the immediately preceding twelve (12) month period. Tenant shall make such payments, ^{after written} ~~without notice~~ _{and} ~~of previous~~ demand therefor on the first day of each and every month during such hold-over period. No holding-over by Tenant after the expiration of the term of this Lease shall be construed to extend the term of this Lease. The receipt and acceptance by Landlord of all or any portion of the use and occupancy charge shall not be deemed a waiver or acceptance by Landlord of Tenant's breach of its covenants and agreements under this Lease or a waiver by Landlord of its right to institute summary holdover proceedings against Tenant or a waiver by Landlord of its right to enforce any of its rights or to pursue any of its remedies against Tenant as provided for under this Lease or under law. In addition, Tenant shall indemnify and hold Landlord harmless from and against all claims, loss or liability resulting from any delay by Tenant in timely surrendering the demised premises, including, without limitation, any claims made by any succeeding tenant.

Section 3.04. Security Deposited. That the Tenant has deposited with the Landlord the sum specified below as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to

the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the said terms, covenants, and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the balance of the security, if any, for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord. * After providing ^{Tenant} ~~Landlord~~ with written notice of the assignment and the name and address of the new Landlord.

Security Amount: \$ _____ (deposited on prior lease)

ARTICLE IV - COMMON AREAS AND MINIMUM COMMON AREA CHARGES

Section 4.01. Common Area Maintenance. Landlord shall be responsible to pay for all common area maintenance including but not limited to snow plowing, lawn maintenance, and parking lot maintenance, including lighting

Section 4.05 Control of Common Areas. All Common Area and other facilities in or about the Shopping Center provided by Landlord shall be subject to the exclusive control and management of Landlord and except as otherwise set forth shall be maintained by Landlord. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements to police the same; to ~~change the area, dimensions, location and arrangement of parking areas and other Common Areas; to restrict parking by tenants, their officers, agents and employees; and to close all or any portion of said areas or facilities as Landlord may deem desirable or to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; to take such action with respect to the parking areas and facilities as Landlord may from time to time deem necessary to discourage non-customer parking, so long as such actions do not unreasonably interfere with Tenant's~~

~~use of the parking facilities.~~ Landlord shall operate and maintain the common facilities in such manner as Landlord in its discretion shall ^{reasonably} determine. All Common Areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a license which shall forthwith terminate upon termination of this Lease for any reason.

ARTICLE V - TAXES

SEE RIDER

~~Section 5.01. Taxes Defined. Landlord shall, in all instances, pay or cause to be paid all "Real Estate Taxes" which may be levied or assessed by the lawful taxing authorities against the land, buildings and all other improvements in the Shopping Center. "Real Estate Taxes" shall be deemed to mean all City, County, State and School Real Estate taxes, and any and all other real estate taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, all of which taxes, assessments and governmental levies and charges are deemed an "Imposition" or "Impositions which are assessed, levied, confirmed, imposed or become due and payable out of or for or become a lien, upon the Shopping Center of which the demised premises is a part, or any part thereof during the term of this lease, and all costs and fees (including attorneys' fees) incurred by Landlord in contesting tax assessments and/or negotiating with the public authorities as to the same to the extent that such contest result in a reduction of Tenant's taxes. If at any time during the term of lease, under the laws of the State or any political subdivision thereof in which the Shopping Center is situated, a tax or excise on rents or other tax, however described, is levied or assessed by said State or political subdivision against the Landlord or the basic rent expressly reserved hereunder, as a substitute in whole or in part for taxes assessed or imposed by said State or political subdivision on land and/or buildings, the Tenant ~~covenants to pay and discharge such tax or excise on rents or other tax~~ but only to the extent of the amount thereof which is lawfully assessed or imposed upon the Landlord and which was so assessed or imposed as a direct result of the Landlord's ownership of the demised premises,~~

~~* shall be provided with~~
 * written notice of same and a calculation of tenant's amount to be paid

or of this lease or of the rentals accruing under this lease, it being the intention of the parties hereto that the basic rent to be paid hereunder shall be paid to the Landlord absolutely net without deduction of any nature whatsoever, except as in this lease otherwise expressly provided. The payment to be made by the Tenant pursuant to this section shall be made before any fine, penalty, interest or cost may be added thereto for the non-payment thereof. Such tax or excise on rents or other tax shall be deemed to be an "Imposition" as defined in this article. *A summary schedule of taxes is annexed hereto.*

Section 5.02. Method and Time of Payment. Tenant shall pay to the Landlord as a portion of the Additional Rent ³²% of any increase of such taxes and/or Impositions over the ^{Base Year} ~~2001 City Tax and State County Town, City, +~~ ~~2000/01 School Taxes~~ ^{in The Rider} attributable to the Shopping Center computed as hereafter provided. The aggregate taxes and/or Impositions attributable to the land, buildings, structures and other improvements in the Shopping Center shall be multiplied by Tenant's Percentage. Tenant's percentage shall be ³²~~20~~% of such taxes. The additional rent herein provided shall be paid in monthly installments, based upon the prior calendar year tax bills or subsequent assessments or change in tax rate in the same manner as the Common Area Charges designated in Article 4 above. A tax bill submitted by Landlord to Tenant shall be conclusive evidence of the amount of taxes assessed or levied as well as the items taxed. Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any personal property of any kind owned, installed or used by Tenant. Landlord shall have the right, if permitted by law, to make installment payments of any assessments levied against the Shopping Center, and in such event Tenant's pro rata share shall be based upon the installment and interest thereon paid by Landlord in each lease year. Landlord shall have the sole, absolute and unrestricted right to settle any contest, proceeding or action upon whatever terms Landlord may, in its sole ^{reasonable} discretion, determine. In the event of any refund of taxes, Landlord shall, provided Tenant is not then in default of monthly payments of Rent or Additional Rent, remit such

to
the
rent
base
for
rent

proportion of the refund as shall be allocable to payments of taxes actually made by Tenant, less costs, expenses and ^{Reasonably} attorneys' fees incurred in obtaining such refund. This provision shall survive termination of this lease. In the event the monthly installments of taxes and impositions are insufficient to make any tax payment when due, Tenant shall, immediately upon demand, ^{written} pay such amount as will provide Landlord with the full amount of Tenant's proportionate share of such tax.

ARTICLE VI - CONDITION OF THE PREMISES

Section 6.01 Condition. Except as expressly provided in this Agreement, Tenant agrees to accept the premises "AS IS" and warrants and represents to Landlord that the premises are in acceptable condition. ** As of the date of this lease and the premises shall be in the same condition on*

ARTICLE VII - REPAIRS, ALTERATIONS AND IMPROVEMENTS

Section 7.01. Repairs and Maintenance. Landlord shall be responsible for all maintenance and repairs to roof, structure, (excluding plate glass windows) and common areas, including the parking lot.

Section 7.02. Construction of Improvements. Tenant shall have the right during the Term, at its own cost and expense, to reconfigure, alter, refit or improve, the Premises, including, without limitation, signs or signage upon the Premises, provided Tenant obtains Landlord's prior written approval, subject to the provisions of this section, *which approval shall not be unreasonably withheld.*

Section 7.03 Compliance. Any removals, reconfiguration, alteration, refitting or improvements, including, without limitation, signs or signage shall be in compliance with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments with jurisdiction over the Premises. Tenant shall, at its sole cost and expense, obtain all applicable permits and authorizations prior to commencing any such removals, reconfiguration, alteration, refitting or improvements. Landlord shall cooperate with Tenant for Tenant to obtain any necessary permits or authorizations.

the date Tenant makes in.

*# Landl
shall
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within
24 hrs
of
notice
as
Tenant
opens
a
medical
clinic
which
is
dependent
upon
maintenance
premises*

Section 7.04 Liens. Any alterations or construction performed by Tenant shall be the obligation of, and paid for by, Tenant so that the Premises shall at all times be free of liens, except as herein provided. Should any lien be filed as a result of alterations or construction performed by Tenant, Tenant agrees either to cause the same to be removed within ^{sixty (60)}~~twenty (20)~~ days after the date of filing, or furnish Landlord with a surety bond securing Landlord against any payment which may thereafter be required to be paid in order to have such lien canceled or discharged of record. Any such bond shall be in the amount of one hundred ^(100%)~~twenty (20%)~~ percent of the amount of the lien, which the parties hereby agree to be a reasonable amount in excess of the lien, required to cover the interest and other anticipated costs and expenses which may be incurred in connection with the cancellation and discharge on any such lien.

Section 7.05 Title to Improvements. The parties agree that during the Term, and until the expiration or termination thereof, Tenant shall have title to all alterations or improvements constructed by Tenant on the Premises. At the expiration or termination of this Lease or any renewals thereof, Tenant shall have the option or right to remove all ^{fixtures,} ~~property~~ of Tenant and all additions or improvements made by Tenant, repair all damage to the Premises caused by such removal and restore the Premises to a useable condition. Any ^{fixtures,} ~~property~~ or improvement not so removed shall be deemed to automatically pass to Landlord, and Tenant agrees to execute any documents reasonably requested by Landlord to evidence the ~~transfer of title.~~

Section 7.06. No Liability. ~~The Landlord shall not be liable for any failure of water supply or electrical current, nor for interference with light or other incorporeal hereditaments by anybody other than the Landlord, or caused by operations by or for a governmental authority in construction of any public or quasi-public work.~~

ARTICLE VIII - SUBORDINATION, NON-DISTURBANCE AND NON-SUBORDINATION

Section 8.01 Subordination. This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Leased Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying leasee or by any mortgagee, affecting any lease or the real property of which the Leased Premises are a part. Tenant shall execute promptly any certificate that Landlord may request to confirm such subordination. The term "mortgage(s)" as used herein shall be deemed to include trust indenture(s), deed(s) of trust, and security deed(s). Tenant agrees to attorn to any mortgagee who shall succeed to Landlord's interest in this Lease upon request of such mortgagee.

Notwithstanding the above, if any mortgagee requires that this Lease be prior rather than subordinate to any such mortgage, Tenant shall, promptly upon request therefor by Landlord or such mortgagee, and without charge therefor, execute a document effecting and/or acknowledging such priority, which document shall contain, at the option of such mortgagee, an attornment obligation to the mortgagee as landlord in the event of foreclosure or to any party acquiring title through such mortgagee in such event.

Section 8.02 Non-Subordination of Fee Interest. Notwithstanding any other provision of this Lease, Tenant shall not have the power or right to subject Landlord's title or interest in or to the Premises to any mechanics or materialman's lien, nor shall any provision of this Lease be construed so as to permit Tenant to encumber the title or interest of Landlord for or on account of any improvement made by Tenant or anyone claiming by, through or under Tenant.

ARTICLE IX - INSURANCE

— See Rider

~~Section 9.01 Fire and Extended Coverage Insurance. Tenant covenants, at the Commencement Date and thereafter throughout the Term, at its sole cost and expense, to carry and maintain fire and~~

extended coverage insurance covering Tenant's contents of the premises, against loss or damage in an amount not less than the replacement cost thereof, including plate glass insurance coverage.

Section 9.02 General Liability Insurance. Tenant covenants, at the Commencement Date and thereafter throughout the Term, at its sole cost and expense, to carry and maintain comprehensive public liability insurance, including property damage, insuring Landlord and Tenant against liability for injuries, or death, to persons or property damage occurring in or about the Premises or arising out of the maintenance, use or occupancy thereof, except for such damage or injury caused by Landlord's negligence, or willful act or omission. Tenant shall carry and maintain such liability insurance coverage in the amount of ONE MILLION and NO/100 DOLLARS (\$1,000,000.00) combined single limit, or more, naming Landlord its successors, and/or assigns as additional insured, as its interests may appear.

Section 9.03 Certificates. The insurance policies to be maintained by Tenant pursuant to Sections 9.01 and 9.02 above shall be issued by reputable insurance companies duly authorized to issue such insurance in the State of New York. Such insurance policies shall not be canceled, renewed, or materially altered unless the insurance carriers issuing the same give Landlord at least thirty (30) days' prior written notice thereof. Tenant shall provide Landlord with a certificate or certificates evidencing the issuance of the insurance policies to be maintained by Tenant pursuant to this Article IX.

ARTICLE X - INDEMNIFICATION

Section 10.01 Indemnification of Landlord. Tenant, on behalf of itself, its agents, and employees, agrees to indemnify, defend and hold harmless Landlord, its successors and/or assigns from and against any and all liabilities, obligations, claims, damages costs and expenses (including reasonable attorney's fees) incurred by or asserted against Landlord, its successors and/or assigns by reason of (a) any

negligence or willful act or omission on the part of ^{Tenant} Landlord or ^{Tenant's} Landlord's agents or employees, or (b) any failure on the part of ^{Tenant} Landlord to perform or comply with any of the terms of this Lease.

ARTICLE XI - UTILITIES

Section 11.01 Electricity.

Tenant shall, at its own cost and expense:

- (i) pay for all separately metered electricity consumed by Tenant directly to the public utility furnishing the same, (ii) provide and pay for all natural gas consumed by Tenant at the demised premises, if any, directly to the public utility furnishing the same, (iii) provide and pay for its own garbage, trash, and/or rubbish pickup and disposal except that Tenant shall contract for such services with a company acceptable to Landlord, in the exercise of Landlord's sound discretion; FURTHER PROVIDED HOWEVER, that all receptacles and/or storage areas associated with such service must be placed in locations, and be of a type and/or size reasonably acceptable to Landlord, in the exercise of the Landlord's sole and absolute discretion, (iv) Tenant shall provide and pay for all interior cleaning services utilized to clean the demised premises.

Tenant shall use reasonable diligence in the conservation of the foregoing utilities, and agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

Section 11.02. Water Rent & Sewer Charges. If a separate water meter be installed for the demised premises, or any part thereof, the Tenant will keep the same in repair and pay the charges made by the municipality or water supply company for or in respect to the consumption of water, as and when

bills therefor are rendered. If the demised premises, or any part thereof, be supplied with water through a meter which supplies other premises, the Tenant will pay to the Landlord, as and when bills are rendered therefor, the Tenant's percentage part of all charges which the municipality or water supply company shall make for all water consumed through floor area against all of the rentable floor area in the building which shall have been occupied during the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay as additional rent the Tenant's percentage part, determined as aforesaid, of the sewer rent or charge imposed or assessed upon the building of which the premises are a part so long as the water usage of such other Tenant is solely for ordinary lavatory purposes. Tenant's Percentage shall be 32% of such water/sewer bills.

Section 11.03 Landlord's Right to Repair. Notwithstanding anything to the contrary contained in this Lease, Landlord reserves the right to suspend or cause to be suspended, the service of any utility or utilities or any services to be provided by Landlord under this Lease when necessary by reason of accident, emergency, or the making (by Landlord or others) of repairs, alterations or improvements in the demised premises, the Building or the Shopping Center, until such repairs, alterations or improvements shall have been completed, and Landlord shall have no responsibility or liability of such suspension of services, provided that Landlord proceeds with reasonable diligence to complete such repairs, alterations or improvements and uses reasonable efforts to restore or cause such services to be restored as soon as reasonably practicable. The foregoing shall not be deemed to impose upon Landlord any obligation for the furnishing of any service, utility, maintenance or repair other than as may be expressly set forth in this Lease.

Section 11.04 Changes in Equipment Required by Tenant's Use. Tenant agrees that it shall not make any electrical installations, alterations, additions or changes to the electrical equipment or appliances in the demised premises without the prior written consent of Landlord in each such instance.

Tenant shall at all times comply with the rules and regulations applicable to the service, equipment, and wiring requirements of Landlord and of the utility company supplying electricity to the Shopping Center, except those alterations necessary for the initial occupancy of the leased premises. Tenant covenants and agrees that at all times its use of electricity will not exceed the capacity of existing feeders to the Building or the risers or wiring installations therein and Tenant shall not use any electrical equipment which, in Landlord's ^{reasonable} sole judgment, will overload such installations or interfere with the use thereof by other tenants in the Shopping Center. In the event that, in Landlord's reasonable judgment, Tenant's electrical requirements necessitate installation of any additional riser, risers or other proper and necessary equipment or services, including additional ventilating or air conditioning, the same shall be provided or installed by Landlord at Tenant's sole expense, which shall be chargeable and collectible as Additional Rent and paid within fifteen (15) days after the rendition to Tenant of a bill therefor. All tenant's electrical work shall comply with all relevant building codes, Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electric service furnished to the demised premises by reason of any requirement, act or omission of the utility company servicing the Shopping Center or for any other reason not directly attributable to the negligence of Landlord.

Section 11.05 Changes in Utility Service. If either the quantity or character of the electrical service is changed by the utility company supplying electrical service to the Shopping Center is no longer available or suitable for Tenant's requirements, no such change, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of minimum annual rent or Additional Rent, or relieve Tenant from any of its obligations under this Lease or impose any liability upon Landlord, or its agents, by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise.

ARTICLE XII - DAMAGE OR DESTRUCTION

Section 12.01 Not Wholly Untenantable. If the Improvements are damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as "Casualty"), but the Improvements shall not thereby be rendered wholly or partially untenantable, Landlord shall with reasonable diligence after notice to him of the damage cause such damage to be repaired, and there shall be no abatement of rent. If, as the result of a Casualty, the Improvements shall be rendered wholly untenantable then, and further subject to the provisions of Section 12.02, Landlord shall with reasonable diligence after notice to him of the damage cause such damage to be repaired and, provided such damage is not caused by the negligence or willful act or omission of Tenant or its agents or employees, all rental shall be abated proportionately as to the portion of the Improvements rendered untenantable during the period of such untenantability. All repair obligations of Landlord pursuant to this Section shall be limited to the extent of insurance proceeds received. To the extent that Tenant shall choose to perform repairs after a Casualty, as defined herein, it shall promptly notify Landlord of its intentions, shall submit plans for its proposed repairs for Landlords approval, which shall not be unreasonably withheld, and shall in all respects comply with the all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments with jurisdiction over the Premises. Tenant shall, at its sole cost and expense, obtain all applicable permits and authorizations prior to commencing any such repairs. Landlord shall reimburse Tenant from the proceeds of any such insurance recovery, up to the actual and reasonable cost of such repairs, but not including the cost of any applicable permits or authorizations, shall remain the property of the Tenant.

12.02 Wholly Untenantable. If, as the result of a Casualty, as defined herein, the Improvements are (a) rendered wholly Untenantable, or (b) damaged or destroyed in whole or in part during the Term of this Lease, Tenant may elect to terminate this Lease by giving notice of such election to Landlord within

ninety (90) days after the occurrence of such Casualty. If such notice is given, the rights and obligations of the parties shall cease as of the effective date of such termination notice, and rental shall be adjusted as of the date of such Casualty. Landlord shall not be liable for interruption to Tenant's business. In the event tenant shall elect not to terminate this lease, tenants ~~objection to~~ obligation to pay rent shall abate until such time as the premises shall be restored to habitability.

ARTICLE XIII - CONDEMNATION

Section 13.01 Partial Taking. If any part of the Premises shall be taken or condemned for any public use by any legally constituted authority by right of eminent domain and a part thereof remains which is suitable for Tenant's use, this Lease as to the part to be taken shall terminate as of the date title shall vest in the condemnor (or on such earlier date on which possession of the Premises must be given to the condemnor). If the aforementioned taking renders the remainder of the Premises unsuitable for Tenant's use, as determined within the reasonable discretion of the ~~Landlord~~^{Tenant}, Tenant may terminate this Lease as of the date when Tenant determines that the Premises is unsuitable for Tenant's use by giving notice to that effect within thirty (30) days after title shall vest in the condemnor (or within 30 days of such earlier date on which possession of the Premises must be given to the condemnor).

Section 13.02 Total Taking. If all or substantially all of the Premises are taken or condemned or so much thereof that the use by Tenant shall be substantially impaired, this Lease shall terminate. Notwithstanding the provisions herein, Tenant shall have the right to make a separate claim with the condemning authority for the value of Tenant's trade fixtures and relocation expenses.

Section 13.03 Fully Informed. In the event of any taking, the parties agree to keep each other fully informed concerning the progress of the proceedings, and of any negotiations in connection

therewith. Both parties shall have the right, at their sole cost and expense, to participate in such proceedings and negotiations and both parties, and their attorneys, shall consult and cooperate with each other in connection therewith, and furnish to each other copies of all papers and documents served and received in connection therewith. Both Landlord and Tenant shall have the right, on written notice to the other, to institute any action or proceeding, or if any action or proceeding is pending to intervene therein, and to continue therewith to obtain the largest award possible.

ARTICLE XIV - ASSIGNMENT AND SUBLETTING

Section 14.01 Assignment and Subletting. Tenant shall not assign this Lease or sublet the Premises in whole or in part without the express written consent of the Landlord, which shall not be unreasonably withheld.

ARTICLE XV - FIXTURES AND TRADE FIXTURES

Section 15.01 Fixtures and Trade Fixtures. It is expressly understood and agreed that any and all signs, fixtures, trade fixtures, machinery, fencing, furniture, appliances, and equipment erected or installed by Tenant, whether or not attached to the Premises (except as provided in Section 5.04), shall remain the property of Tenant and may be removed by Tenant at or before the expiration of this Lease and any renewals thereof, including any period of any "holding over", provided Tenant, in a good and workmanlike manner, repairs all damage which may be caused by any such removal. ~~Any such property not removed prior to the end of this Lease shall become the property of Landlord, unless Landlord, at least ninety (90) days prior to the end of this Lease, gives written notice to Tenant requiring the removal thereof, in which event Tenant agrees to remove same before this Lease expires and to repair all damage caused by such removal.~~

ARTICLE XVI - DEFAULT

Section 16.01 Tenant's Default. Tenant agrees that one or more of the following events shall be considered "Events of Default" as said term is used herein:

(a) Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving as properly filed a petition or answer, filed against Tenant, asking for reorganization of Tenant under the Federal Bankruptcy Law, as now existing or hereafter amended, or under the laws of any state, shall be entered and such decree or judgment or order shall not have been vacated or set aside within ^{Ninety (90)} ~~sixty (60)~~ days from the date of the entry or granting thereof; or

(b) Tenant shall institute any proceeding, or give its consent to the institution of any proceedings, for the relief of Tenant under any bankruptcy or insolvency laws; or

(c) Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or

(d) Tenant shall default in any monthly payments of rent or in any other payment required to be made by Tenant hereunder when due as herein provided and such default shall continue for the ^{fifteen (15)} ~~(30)~~ days after Tenant receives written notice thereof; or

(e) Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant and such default shall continue for thirty (30) days after Tenant receives written notice thereof, unless the default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of Default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same.

Section 16.02 Remedies Upon Default.

(a) Upon the occurrence of any one or more of such Events of Default, Landlord may ~~lawfully re-enter the Premises or any part thereof and repossess the same as the former estate of Landlord, and expel Tenant and those claiming under and through it, and remove its effects without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, and upon entry as aforesaid, this Lease shall terminate and Tenant covenants that in case of such termination, Tenant will pay Landlord any and all loss of rent which Landlord shall have incurred by reason of such default on the part of Tenant, plus any reasonable attorney fees and disbursements.~~
 commence a summary proceeding
 against Tenant

(b) Landlord may relet for a shorter or longer period of time than the Term and make any necessary repairs or alterations. If Landlord relets for a period of time longer than the current Term, then any special concessions given to the new Tenant shall be allocated throughout the entire reletting term to not unduly reduce the amount of consideration received by Landlord during the remaining period of Tenant's Term.

ARTICLE XVII - ACCESS

Section 17.01 Access. Landlord (a) shall have access to the Premises for the purpose of making maintenance and repairs as may be required pursuant to this Lease during normal business hours and upon reasonable prior notice to Tenant for the purpose of inspection. Landlord shall have the right, on reasonable notice to Tenant, to exhibit the Premises to prospective tenants or purchasers therefor, and (b) may at any time within six (6) months prior to the expiration of the Term display in a conspicuous place on the Premises "Real Estate For Rent" or "Real Estate For Sale" signs, and Tenant agrees that no employee or agent of Tenant will interfere with such signs when so placed. Landlord agrees that it shall exercise its rights under this Section 17.01 so ^{as} ~~as not to interfere~~ with the operation of Tenant's business on the Premises.

use landlord's Best efforts to provide a minimal amount of interference to

ARTICLE XVIII - WAIVER

Section 18.01 Waiver. The failure on the part of Landlord or Tenant to insist at any time upon the strict performance of any one or more of the provisions of this Lease shall not be deemed to be a waiver of any of the rights or remedies that Landlord or Tenant may have and shall not be deemed to be a waiver of any subsequent breach or default of the provisions of this Lease.

ARTICLE XXIII - NOTICES

Section 20.01 Notices. All notices to or demands upon Landlord or Tenant shall be in writing sent or delivered either personally or by registered or certified mail, return receipt requested, at the addresses set forth below or at such other addresses as the parties shall designate to each other in writing from time to time:

Landlord: LAKESIDE MANAGEMENT ASSOCIATES, LLC

With a copy to:

~~WERNER & SAFFIOTI, LLP
Attn: Joseph M. Saffioti
5031 Route 9W
Newburgh, New York 12550~~

COTEN, ESTES and
ASSOCIATES, LLC
40 Matthews St.
Suite 203
Cochran, NY 10924

Tenant: Planned Parenthood of the
Mid Hudson Valley



w/ a copy to Rider Wener & Frankel
P.O. Box 2250
Newburgh, NY 12550

ARTICLE XX - MISCELLANEOUS

and the Riden hereto

Section 22.01 Entire Agreement. This Lease embodies and constitutes the entire understanding between Landlord and Tenant with respect to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Lease.

Section 22.02 Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 22.03 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Lease.

Section 22.04 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors, and assigns.

Section 22.05 Plurals: Gender. Whenever the context of this Lease shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

Section 22.06 Severability. In case any one or more of the provisions contained in this Lease shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provision hereof, and this Lease shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless to do so would materially alter the benefits and burdens the parties hereto have bargained for.

~~Section 22.07 Time Time is of the essence as to the provisions of this Lease; however, if the date for performance of any provision of this Lease is a Saturday, Sunday, or banking holiday in the State in which the Premises are located, then the date for performance shall be extended until the next day that is not a Saturday, Sunday, or banking holiday in the State in which the Premises are located.~~

Section 22.08 Lease Submission. This Lease is submitted to Tenant for signature with the understanding that it shall not bind Landlord unless and until it has been executed by Landlord and delivered to Tenant.

Section 22.09 Waiver of Redemption Rights. Tenant, for itself and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Premises or to have a continuance of this Lease for the Term after being dispossessed or ejected therefrom by process of law or ~~under the terms of this Lease as herein provided.~~ Tenant also waives the provisions of any law now or hereafter in effect relating to notice and delay in levy of execution in case of an eviction or dispossession of a tenant for non-payment or rent.

Section 22.10 Waiver of Jury Trial. Landlord and Tenant shall and hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord or Tenant, Tenant's use or occupancy of the Premises, any claim of injury or damage, or any emergency statutory or any other statutory remedy.

Section 22.11. Attorney's Fees. If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the ^{reasonable} expense of attorney's fees and disbursements thereby incurred by the Landlord. Also so long as the Tenant shall be a tenant hereunder the amount of such expenses shall be deemed to be "additional rent" hereunder and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses.

Section 22.12. Possession. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other


judgment against tenant ←


reason: In such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

Section 22.14 Fire Equipment. Tenant shall provide adequate fire extinguishing or related equipment so as to comply with the fire Insurance Rating Association of New York requirements.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:
LAKESIDE MANAGEMENT ASSOCIATES

By 

TENANT:
PLANNED PARENTHOOD OF MID-VALLEY, INC
By 

~~Personal Guarantee~~

~~In Consideration of the letting of the premises within mentioned to the within named Tenant and the sum of \$ 1.00 paid to the undersigned by the within named Landlord, the undersigned does hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.~~

In Witness Whereof, the undersigned has set his hand and seal this day of
200

WITNESS

L.S.

DEPT OF YOUTH - 164 LAKE STREET

42-2-13 #167870 #29921

W&S	2006	2007	2008
1ST QTR	\$ 592.70	\$ 405.77	\$ 522.89
2ND QTR	\$ 315.71	\$ 364.58	\$ 602.29
3RD QTR	\$ 490.39	\$ 560.23	\$ 140.66
4TH QTR	\$ 363.35	\$ 404.28	\$ 140.66
TOTAL	\$ 1,762.15	\$ 1,734.86	\$ 1,406.50

RE TAX	2006/07	2007/08	2008/09
ASSESSMENT	145.000	145.000	570.900
SCHOOL	\$ 9,805.15	\$ 11,555.03	\$ 9,121.63
CITY	\$ 8,627.57	\$ 9,350.15	\$ 7,194.42
TOTAL	\$ 18,432.82	\$ 20,913.18	\$ 16,316.05

BROWN BAR - 100 LAKE STREET

42-2-7 #167880 #29940

W&S	2006	2007	2008
1ST QTR	\$ 335.81	\$ 151.13	\$ 916.84
2ND QTR	\$ 142.76	\$ 167.01	\$ 79.50
3RD QTR	\$ 79.24	\$ 214.65	\$ 112.18
4TH QTR	\$ 174.52	\$ 79.67	\$ 143.94
TOTAL	\$ 732.33	\$ 612.46	\$ 1,252.46

RE TAX	2006/07	2007/08	2008/09
ASSESSMENT	45.0000	45.0000	173.4000
SCHOOL	\$ 3,042.97	\$ 3,585.04	\$ 2,770.52
CITY	\$ 2,677.55	\$ 2,904.26	\$ 2,185.17
TOTAL	\$ 5,720.52	\$ 6,490.30	\$ 4,955.69

AAA OF NY - 88 LAKE STREET

33-7-27 #167871 #29890

W&S	2006	2007	2008
1ST QTR	\$ 871.82	\$ 538.62	\$ 2,411.15
2ND QTR	\$ 1,091.14	\$ 697.42	\$ 2,133.25
3RD QTR	\$ 773.54	\$ 1,015.02	\$ 1,035.25
4TH QTR	\$ 614.74	\$ 1,570.82	\$ 1,797.49
TOTAL	\$ 3,351.24	\$ 3,821.88	\$ 7,377.14

RE TAX	2006/07	2007/08	2008/09
ASSESSMENT	350.000	350.000	1288.400
SCHOOL	\$ 23,667.59	\$ 27,891.45	\$ 20,585.58
CITY	\$ 20,825.42	\$ 22,588.62	\$ 16,236.29
TOTAL	\$ 44,493.01	\$ 50,480.07	\$ 36,821.87

MOTOR VEHICLE - 118 LAKE STREET

33-7-29.1 #167875 #29920

W&S	2006	2007	2008
1ST QTR	\$ 730.36	\$ 1,378.54	\$ 947.88
2ND QTR	\$ 469.08	\$ 1,267.09	\$ 550.88
3RD QTR	\$ 627.88	\$ 1,541.13	\$ 747.45
4TH QTR	\$ 1,263.08	\$ 790.69	\$ 930.07
TOTAL	\$ 3,090.40	\$ 4,977.45	\$ 3,176.28

RE TAX	2006/07	2007/08	2008/09
ASSESSMENT	545.000	445.000	2172.600
SCHOOL	\$ 36,853.81	\$ 35,461.98	\$ 34,713.00
CITY	\$ 32,428.15	\$ 28,719.82	\$ 27,378.88
TOTAL	\$ 69,281.96	\$ 64,181.80	\$ 62,091.88

TOTALS	2006/07	2007/08	2008/09
Total Assessment	\$ 1,085.000	\$ 985.000	\$ 4,205.300
CITY RATE	\$ 59.501200	\$ 64.538914	\$ 12.601900
SCHOOL RATE	\$ 67.621677	\$ 79.689844	\$ 15.977631
TOTAL RE TAX	\$ 137,928.31	\$ 142,065.35	\$ 120,185.49
TOTAL W&S	\$ 8,936.12	\$ 11,146.65	\$ 13,212.38
TOTAL YEAR	\$ 146,864.43	\$ 153,211.99	\$ 133,397.87

[REDACTED]

LANDLORD'S RIDER TO LEASE

The provisions of this rider are hereby incorporated into and made a part of the lease dated as of May __, 2009 between Lakeside Plaza Associates, LLC, a New York limited liability company, having an address at 164 Lake Street, Suite 15, Newburgh, New York 12550 ("Landlord"), and Planned Parenthood of the Mid-Hudson Valley, Inc., a New York Not For Profit corporation, having an address at c/o [REDACTED] "Tenant") of premises known as 8600 +/- (Suite [REDACTED] at [REDACTED] [REDACTED] to which this rider is annexed. If there is any conflict between the provisions of this rider and the remainder of this lease, the provisions of this rider shall govern.

23. Rent/ CPI adjustment to Rent /Security and Common charges

Tenant covenants to pay to Landlord as a net minimum rent (the "fixed rent") during the term of this lease \$102,000.00 per annum for the principal of the term of this lease which precedes Aug 1, 2010, and \$(to be calculated) per annum from Aug 1, 2010, until July 31 2011, and \$(to be calculated) per annum from Aug 1, 2011, until July 31, 2012, and \$(to be calculated) per annum from Aug 1, 2012, until July 31 2013, and \$(to be calculated) per annum from Aug 1, 2013, through the remainder of the term of this lease. It is understood that during the term of this lease the net minimum rent (the "fixed rent") shall never be less than \$102,000.00 per annum. It is understood that the calculation of the net minimum rent (the "fixed rent"), with CPI escalation calculation, shall be undertaken by the Landlord as soon as possible after the expiration of each year of the lease and said calculation shall be delivered to the Tenant along with the invoice for the adjusted rent.

August

The fixed rent shall be payable in advance in equal monthly installments on the first day of each calendar month. If the term of this lease does not commence on the first day of a month, the fixed rent for the month in which the term of this lease commences shall be appropriately apportioned. The first installment of fixed rent shall be paid simultaneously with the execution of this lease.

Tenant also covenants to pay, from time to time as provided in this lease, as additional rent: all other amounts and obligations which Tenant assumes or agrees to pay under this lease; interest at the rate of 5 percent per annum on any item of fixed or additional rent not paid when due (or, if a demand therefor is required by the provisions of this lease, within three (3) days after the date of such demand), from said due date or date of demand, as the case may be, until payment thereof; and a late payment charge equal to 3 percent of the amount of any item of rent or additional rent not paid when due (or, if a demand therefor is required by the provisions of this lease, within three (3) days after the date of such demand). In the event of any failure on the part of Tenant to pay any additional rent, Landlord shall have all the rights, powers and remedies provided for in this lease, at law, in equity or otherwise, in the case of nonpayment of fixed rent. Tenant's obligations to pay fixed rent and additional rent shall survive the expiration of the lease term or earlier termination of this lease.

All fixed rent and additional rent (collectively hereinafter referred to as "rent") shall be paid in such coin or currency (or, subject to collection, by good check payable in such coin or currency) of the United States of America as at the time shall be legal tender for the payment of public and private debts, at the office of Landlord as set forth above, or at such place and to such person as Landlord from time to time may designate.

All rent shall be paid to Landlord without notice, demand, counterclaim, setoff, deduction or defense, and nothing shall suspend, defer, diminish, abate or reduce any rent, except as otherwise specifically provided in this lease.

~~Security - The sum of \$17,000.00 shall be remitted to landlord upon the execution of the lease. Landlord to hold as security during the term of the lease and any extension. As the rent changes and upon written notice from the Landlord, Tenant shall deposit additional security so that at any time there shall be a minimum of 2 months security at the then base rental amount.~~

~~Common Charges - Landlord shall collect from Tenant \$3.00 square foot - @ 8,600 square foot or \$25,800, payable in equal monthly payments during the term of the lease. However, if the CPI shall increase by an average of 4% per year for the first three fiscal years of the lease the common charges for years four and five shall increase by the cumulative CPI increase for each of years four and five entitling the Landlord to two bumps in common charge assessments. Upon any extension of the lease the Landlord shall collect from Tenant \$3.50 square foot - @ 8,600 square foot or \$30,100, payable in equal monthly payments during the term of the lease. Landlord shall invoice the common charges monthly.~~

24. Real Estate Tax Escalations

Tenant shall pay, during the term of this lease, the additional rent provided for in this Article 24. As used herein, the following terms shall have the meanings set forth below:

"Real Estate Taxes" shall mean all real estate taxes, assessments, water charges and sewer rents, and other taxes and charges of every nature and kind whatsoever, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character, which at any time may be assessed, levied, charged, confirmed or imposed on or in respect of or be a lien upon the building. "Real Estate Taxes" shall exclude income, franchise, inheritance or similar taxes; provided, however, that if the method of taxation or assessment shall be changed so that the whole or any part of the Real Estate Taxes theretofore payable with respect to the building instead shall be levied, charged, assessed or imposed in whole or in part on the income or rents received by Landlord from the building or shall otherwise be imposed against Landlord in the form of a franchise tax or otherwise, then the same shall be deemed Real Estate Taxes for purposes of this Article 24.

"Escalation Year" shall mean each twelve month period or portion thereof, ending on ~~May 31~~, occurring within the term of this lease.

July 31

July 31

"Base Year" shall mean the twelve month period ending on ~~May 31~~, 2010.

The "building" shall mean the land and the building of which the demised premises forms a part, known as [redacted] in [redacted]

"Tenant's Share" shall mean 32% percent.

*Adjustment
rent adjust*

Tenant shall pay to Landlord, as additional rent, an amount equal to Tenant's Share of the amount by which the Real Estate Taxes payable during any Escalation Year shall exceed the Real Estate Taxes paid during the Base Year, irrespective of whether such excess is due to higher tax rates, increases in assessed valuation or other cause. Such additional rent may be billed by Landlord at or about the dates on which installments of Real Estate Taxes are due and payable by Landlord, or at any time thereafter, and such additional rent shall be payable by Tenant to Landlord within ten days after being billed therefor.

about

At Landlord's election, Tenant shall pay to Landlord in advance an amount equal to one-twelfth of the amount to be paid during the current Escalation Year pursuant to this Article 24 multiplied by the number of months of the Escalation Year then elapsed, and one-twelfth of such amount for the then current month, and thereafter one-twelfth of such amount for each succeeding month in the Escalation Year on each rent payment date. Tenant shall be credited for the amounts so paid against the additional rent to be paid pursuant to the preceding paragraph of this Article 24. When any installments of Real Estate Taxes become due and payable by Landlord during the Escalation Year, Tenant on demand shall pay any deficiency due pursuant to the preceding paragraph.

The Real Estate Taxes actually payable by Landlord shall be used in computing the additional rent hereunder. If the amount of Real Estate Taxes for the Base Year is reduced by final determination of legal proceedings, settlement or otherwise, the additional rent theretofore paid or payable hereunder shall be recomputed on the basis of such reduced amount, and Tenant shall pay to Landlord as additional rent, within thirty days after being billed therefor, any deficiency between the additional rent theretofore paid and the amount due as the result of such recomputation. If Landlord receives a refund of any Real Estate Taxes paid during any Escalation Year on which additional rent shall have been based, as a result of a reduction of Real Estate Taxes by final determination of legal proceedings, settlement or otherwise, the additional rent shall be recomputed based on the net refund, after deducting Landlord's expenses, and Tenant shall receive a credit for or refund of any overpayment of additional rent.

reasonable

Landlord shall not be obligated to contest the levy or assessment of any Real Estate Taxes, and it shall be at Landlord's sole discretion whether any such contest shall be undertaken. Landlord hereby reserves the exclusive right to take and prosecute all such proceedings, including any such proceedings for the Base Year, and if so taken, Landlord may proceed without notice to Tenant and may prosecute the proceeding, including settlement and discontinuance, in such manner as Landlord may determine in its sole discretion.

In no event shall the annual fixed rent under this lease be reduced by virtue of this Article 24.

The additional rent provided herein shall be apportioned as of the expiration of the lease term or earlier termination of this lease. The obligations of Tenant to pay additional rent as provided for herein shall survive the expiration of the lease term or earlier termination of this lease.

The additional rent provided for herein shall be collectible by Landlord in the same manner as the regular installments of fixed rent due under this lease. No delay or failure by Landlord in preparing or delivering any statement or demand for any additional rent shall constitute a waiver of, or impair Landlord's rights to collect, such additional rent.

25. CPI Escalations

"Base Year" as used herein shall mean the twelve month period ending on ^{July} ~~May~~ 31, 2010.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items, New York, New York – Northeastern, N.J., for urban wage earners and clerical workers, or any successor or substitute index appropriately adjusted.

"Consumer Price Index for the Base Year" shall mean the average of the Consumer Price Index for each of the twelve months of the Base Year.

Effective as to ^{of each} ~~each~~ ^{August 1} ~~January and July~~ subsequent to the Base Year, but in no event sooner than six months after the commencement of the term of this lease, a cost of living adjustment shall be made to the annual fixed rent payable hereunder.

If the Consumer Price Index for any month of December within the term of this lease reflects an increase over the Consumer Price Index for the Base Year, then the annual fixed rent to be paid commencing on the January 1st following such month of December (unchanged by any adjustments under this Article 25) shall be increased by the percentage difference between the Consumer Price Index for such month of December and the Consumer Price Index for the Base Year.

Said adjusted annual fixed rent thereafter shall be payable hereunder, in equal monthly installments, until it is readjusted pursuant to this Article 25.

If the Consumer Price Index for any month of June within the term of this lease reflects an increase over the Consumer Price Index for the Base Year, then the annual fixed rent to be paid commencing on the July 1st following such month of June (unchanged by any adjustments under this Article 25) shall be increased by the percentage difference between the Consumer Price Index for such month of June and the Consumer Price Index for the Base Year. Said adjusted annual fixed rent thereafter shall be payable hereunder, in equal monthly installments, until it is readjusted pursuant to this Article 25.

In no event shall the fixed rent under this lease be reduced by virtue of this Article 25.

The obligations of Tenant to pay the additional rent provided for in this Article 25 shall survive the expiration of the lease term or earlier termination of this lease. The additional rent provided for herein shall be apportioned as of the expiration of the lease term or earlier termination of this lease.

and medical clinic

26. Use of Demised Premises

Tenant covenants that Tenant shall use and occupy the demised premises solely as general offices for the conduct of Tenant's business, namely Planned Parenthood facility, and for no other purpose unless approved in writing by Landlord. Said approval shall not be unreasonably withheld.

Tenant shall not place a load upon any floor of the demised premises which exceeds the load per square foot for which the floor was designed. All machines and equipment installed in the demised premises shall be properly shielded and so placed, equipped, installed and maintained by Tenant so as to eliminate the transmission of noise, vibration or electricity or other interference with other occupants of the building. Tenant shall not move any equipment or bulky matter in or out of the building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Tenant shall repair any damage caused by such movement at Tenant's expense.

27. Condition of Premises

Tenant has examined and inspected the demised premises. Tenant agrees to accept possession of the demised premises "AS IS", except as expressly provided herein. Landlord shall not be responsible for making any improvements, alterations or repairs therein or for spending any other money to prepare the demised premises for Tenant's occupancy, except as expressly provided herein. In the event of substantial damage to the demised premises prior to the commencement of

the term of this lease and the taking of possession by Tenant, Landlord may elect either to repair the demised premises to its present condition or to cancel this lease and refund to Tenant all monies paid hereunder.

28. Utility Services

Tenant shall pay all charges for all public or private utility services provided to the demised premises, shall comply with all contracts relating to such services, and shall do all other things required for the maintenance and continuance of all such services.

Tenant, at its sole cost and expense, shall make all arrangements with the public utility company serving the demised premises for obtaining and paying for electricity at the demised premises. Landlord shall not be liable or responsible for charges for electricity at the demised premises, or any loss, damage or expense which Tenant may sustain or incur if either the quantity or character of electric service is changed or is no longer available or suitable for Tenant's requirements.

Tenant covenants and agrees that its use of electric current shall never exceed the capacity of the existing conductors, feeders, risers, wiring installations or other equipment servicing the building. Tenant shall not alter or make any addition to the electrical equipment without the prior written consent of Landlord. If Landlord grants such consent, all additional risers and other equipment shall be provided by Landlord, and the reasonable costs and expenses thereof shall be paid by Tenant to Landlord on demand, as additional rent, without setoff or deduction.

Landlord, at Landlord's expense, shall furnish to the demised premises cold and temperate air at reasonable temperatures, pressures and degrees of humidity and in reasonable volumes and velocities, from 8:00 A.M. to 6:00 P.M. on ^{seven} business days ^{per week} from May 15th to September 30th, as required for the comfortable occupancy of the demised premises.

Tenant shall cooperate fully with Landlord and shall abide by all rules and regulations which Landlord reasonably may prescribe for the proper functioning and protection of the HVAC system. Tenant shall cause to be kept closed the doors, when not in use, and all windows in the demised premises, whenever the air conditioning system is in operation, and to lower and close the blinds when reasonably necessary because of the sun's position. Landlord, throughout the term of this lease, shall have free and unrestricted access to the air conditioning facilities in the demised premises.

If Tenant shall require any heating, ventilation or air conditioning service after the standard hours, Tenant shall request such service prior to 2:00 P.M. on weekdays and prior to 1:00 P.M. on Fridays for weekend service. Tenant agrees to pay, as additional rent, such charges for such overtime services as Landlord reasonably may determine from time to time.

Landlord reserves the right to interrupt, suspend or cease any of the services referred to herein when necessary by reason of accident, or repairs, alteration or improvements which in Landlord's option are necessary or desirable, or difficulty or inability in securing supplies or labor, or strikes, or any other cause beyond the reasonable control of Landlord whether similar or dissimilar to those herein above mentioned. Tenant shall not be entitled to any diminution or abatement of rent or other compensation, and Tenant's obligations under this lease shall not be affected or reduced, by reason of any interruption, suspension or cessation of services.

29. Limited Liability

Tenant agrees that, notwithstanding any other provision of this lease, Landlord shall not be under any personal liability under this lease and, if Landlord defaults hereunder, Tenant shall look solely to the interest of Landlord or its successor in the demised premises for the satisfaction of any judgment or other judicial process requiring the payment of money by Landlord based upon any default hereunder, and no other assets of Landlord or any such successor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such judgment or process.

30. Indemnification by Tenant

Tenant shall indemnify and hold Landlord harmless from and against any and all liability, claim, loss, damage or expense, including reasonable attorneys' fees, by reason of any injury to or death of any person or persons, or injury or damage to property, or otherwise, arising from or in connection with the occupancy or use of the demised premises or any work, installation or thing whatsoever done in, at or about the demised premises, or resulting from any default by Tenant in the payment or performance of Tenant's obligations under this lease or from any act, omission or negligence of Tenant or any contractors, agents, employees, customers, subtenants, licensees, guests or invitees of Tenant. This Article 30 shall apply prior to the commencement of the term of this lease if Tenant has possession or use of the demised premises.

31. Insurance

Tenant, at all times during the term of this lease and at Tenant's expense, shall provide and keep in force with insurers approved by Landlord comprehensive public liability and property damage insurance protecting Landlord against any and all liability occasioned by negligence, occurrence, accident, disaster and other risks included under "extended coverage" policies, occurring in or about the demised premises or any part thereof, in amounts approved from time to time by Landlord, which amounts at the date hereof shall be, in the case of public liability, \$1,000,000 per person and \$2,000,000 per accident, and \$300,000 in the case of property damage, and insurance against such other hazards and in such amounts as is customarily carried by tenants in similar office buildings, as Landlord reasonably may request.

All insurance maintained by Tenant pursuant to this Article 31 shall name Landlord and Tenant as insureds, shall provide that any loss shall be payable to Landlord notwithstanding any act or failure to act or negligence of Landlord, Tenant or any other person, shall provide that no cancellation, reduction in amount or material change in coverage thereof will be effective until at least ten days after receipt by Landlord of written notice thereof, and shall be satisfactory to Landlord, acting reasonably, in all other respects.

Upon the execution of this lease and thereafter not less than fifteen days prior to the expiration date of any policy delivered pursuant to this Article 31, Tenant shall deliver to Landlord the originals of all policies or renewal policies, as the case may be, required by this lease, bearing notations evidencing the payment of the premiums therefor.

If at any time Tenant shall neglect or fail to provide or maintain insurance or to deliver insurance policies in accordance with this Article 31, Landlord may effect such insurance as agent for Tenant, by taking out policies in a company satisfactory to Landlord, and the amount of the premiums paid for such insurance shall be paid by Tenant to Landlord on demand.

32. Estoppel Certificates

Tenant shall execute, acknowledge and deliver to Landlord, promptly upon request, a certificate stating: (a) that this lease is unmodified and in full force and effect (or, if there have been modifications, that this lease is in full force and effect, as modified, and identifying the modifications); (b) the commencement and expiration dates of the term of this lease; (c) the dates through which fixed rent and additional rent have been paid; (d) whether or not there is any existing default by Landlord or Tenant with respect to which a notice of default has been delivered, and if there is any such default, specifying the nature and extent thereof; (e) that this lease is subordinate to any existing or future mortgage placed by Landlord on the building; and (f) whether or not there are any setoffs, defenses or counterclaims against the enforcement of any of the agreements, terms, covenants or conditions of this lease to be paid, complied with or performed by Tenant. Any such certificate may be relied upon by Landlord and any mortgagee, purchaser or other person with whom Landlord may deal.

Landlord shall execute, acknowledge and deliver to Tenant, promptly upon request, a certificate stating: (a) that this lease is unmodified and in full force and effect (or, if there have been modifications, that this lease is in full force and effect, as modified, and identifying the modifications); (b) the dates through which rent has been paid; and (c) whether or not, to the knowledge of Landlord, there are any existing defaults under this lease (and if so, specifying the same).

33. Security Deposit

Tenant has deposited with Landlord the sum of \$8,500.00 as security for the full and faithful performance and observance by Tenant of the terms, covenants and conditions of this lease. If Tenant defaults in the performance or observance of any term, covenant or condition of this lease, including without limitation the obligation of Tenant to pay any rent or other sum required hereunder, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default, including without limitation any damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. If Tenant shall fully and faithfully observe and perform all of the terms, covenants and conditions of this lease, the security, without interest, shall be returned to Tenant after the end of the term of this lease and the delivery of possession of the demised premises to Landlord.

34. Option to Extend Term

Tenant shall have the option to extend the term of this lease for an additional five (5) years, subject to all of the terms, covenants and conditions of this lease. During said extended term of this lease, Tenant shall pay fixed annual rent (payable monthly) at the rate of Base Rent for period 6/1/13 - 5/31/14 to be increased by CPI in the manner provided in this lease and shall pay all other items of rent.

To be effective, Tenant must give Landlord written notice of Tenant's election to extend the term of this lease not less than six months prior to the expiration of the then existing term of this lease. Tenant's right to extend the term of this lease pursuant to this Article 34 shall be conditioned upon there being no default by Tenant in the performance or observance of any of the terms, covenants and conditions of this lease either at the time of the exercise of the option or on the expiration of the then existing term of this lease.

35. Brokerage

Tenant represents and warrants that Tenant has not dealt with any broker in connection with this lease or the negotiation or execution thereof. Tenant agrees to indemnify and hold Landlord harmless from and against any claims, damage, liability or expense, including attorneys' fees, pertaining to any broker with whom Tenant has dealt.

36. Modifications Requested by Lender

If, in connection with obtaining financing or refinancing for the building of which the demised premises form a part, a banking, insurance or other institutional lender shall request reasonable modifications to this lease as a condition to such financing or refinancing, Tenant shall not unreasonably withhold or delay its consent thereto, provided such modifications do not materially adversely affect the leasehold interest hereunder or increase Tenant's obligations hereunder, except to the extent that Tenant may be required to give notices of any defaults by Landlord to such lender or permit the curing of such defaults by such lender together with the granting of such additional time for such curing as may be required for such lender to get possession of the building. In no event shall a requirement that the consent of any such lender be given for any modification of this lease or for any assignment or sublease be deemed to materially adversely affect the leasehold interest hereby created.

37. Notices

All notices required or permitted to be given hereunder shall be sent by Federal Express courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed to Landlord or Tenant at the address herein above stated, or to Tenant at the demised premises, or to such other address as either party hereafter may designate by notice hereunder.

38. Miscellaneous

Tenant shall reimburse Landlord for all reasonable attorneys' fees incurred in connection with actions to compel compliance by Tenant with any provision of this lease or to recover damages resulting from non-compliance. Such amounts shall be deemed additional rent and shall be paid on demand.

Neither this lease nor any memorandum thereof shall be recorded, without the prior written consent of Landlord.

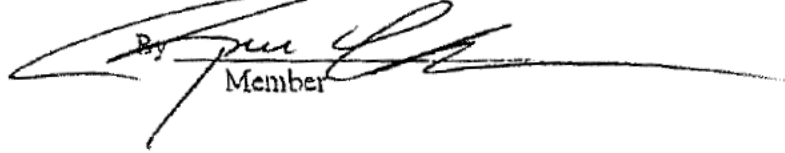
The submission of this lease to Tenant shall not be construed as an offer or option, and Tenant shall not have any rights hereunder unless and until Landlord shall execute a copy of this lease and deliver the same to Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the

date first above written.


In the presence of:

LAKESIDE MANAGEMENT ASSOCIATES

By  Member

PLANNED PARENTHOOD OF THE
MID-HUDSON VALLEY, INC.

ATTEST:

By  President

By _____ Secretary

Acknowledgment for Lakeside Plaza Associates, LLC:

STATE OF NEW YORK, COUNTY OF ORANGE, ss.

On the 27 day of May, 2009, before me, the undersigned notary public, personally appeared

Paul Cohen, 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.

TODD N. ROBINSON
Notary Public, State of New York
No. 02R06190023
Qualified in Orange County
Commission Expires 07/07/20 12

[Signature]
Notary Public
My commission expires on

Acknowledgment for Planned Parenthood of the Mid-Hudson Valley, Inc.:

STATE OF NEW YORK, COUNTY OF ORANGE, ss.

On the 23 day of July, 2009, before me, the undersigned notary public, personally appeared [Redacted]

[Redacted], 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, 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.

Yvonne Van Tassel
Notary Public
My commission expires on

YVONNE VAN TASSEL
Notary Public, State of New York
Qualified in Dutchess County
Reg. No. 4718489
Commission Expires August 31, 2010

TENANT'S RIDER TO LEASE AGREEMENT

Lakeside MANAGEMENT, LLC (LANDLORD)

with

Planned Parenthood of the Mid-Hudson Valley, Inc. (TENANT)

NOTWITHSTANDING ANYTHING TO THE CONTRARY OR
INCONSISTENT HERewith IN THE LEASE AGREEMENT TO
WHICH THIS IS A RIDER (THE "LEASE"), OR IN LANDLORD'S RIDER TO
LEASE, OR IN ANY OTHER RIDER THERETO,
THE PARTIES AGREE AS FOLLOWS:

1. PERMITS AND APPROVALS.

(a) The Tenant may use and occupy the Demised Premises for the use and operation of a Medical Office and Clinic and for any customary and accessory uses.

(b) This Lease is subject to and conditioned upon the Tenant and/or Landlord obtaining any and all necessary permits, consents and approvals, including without limitation, any Federal, State and municipal permits and approvals required, for the use and operation of a Medical Office and Clinic, and customary accessory uses (the "Project"), including but not limited to New York State Department of Health and City of Newburgh Zoning and Planning approvals, at the Leased Premises on or before December 31, 2010 (the "Contingency Period").

Tenant represents that they will exercise good faith in obtaining the required permits, consents and approvals for the Project. In the event Tenant does not obtain all of the necessary and required permits and approvals for the operation of the Project at the Leased Premises within the time period provided herein, or in the event the Tenant receives a denial of any application for a permit or approval made in connection with the Leased Premises, then the Tenant may elect to terminate this Lease by written notice to the Landlord. Upon termination of this Lease, as provided in this subparagraph, the Landlord shall return to the Tenant the security deposit and the pro-rated portion of rent remaining for the month in which the Lease is terminated whereupon this Lease shall be null and void, and without further force or effect and Tenant and Landlord shall be released from any and all obligations under this Lease and neither party shall have any further rights or obligations under this Lease.

Tenant shall not use nor permit any part of the Leased Premises to be used for any unlawful purposes or in violation of any zoning or municipal ordinance or regulation.

(c) Until all approvals have been received by Tenant during the Contingency Period the Fixed and Additional Rent together shall be in the amount of Five Thousand and 00/100 (\$5,000.00) Dollars per month. At such time during the Contingency Period that the final approval is received,

the Tenant shall notify Landlord thereof, and the Rent and Additional Rent provisions contained in the Lease shall commence, to be pro-rated as necessary during any partial month.

2. CONSTRUCTION OF BUILD OUT.

(a) The Tenant shall not be entitled to any rent abatement during the tenant's build out, which will commence after all approvals have been obtained (the "Tenant's Build Out"). The Tenant shall be granted full, 24 hours a day access to the Premises to complete the renovations.

Tenant is specifically authorized, without any additional required permission from Landlord, to complete Tenant's Build Out of the Premises, at Tenant's own cost and expense and to make alterations, installations, additions or improvements which are structural and/or non-structural as Tenant, in Tenant's sole discretion, deems necessary to operate on the Premises a Medical Office and Clinic and customary accessory uses. The Landlord acknowledges that the Tenant shall be entitled to "build out" and construct and convert the premises, at Tenant's own cost and expense, to accommodate the proposed use and operation.


The Tenant shall provide the Landlord with all required constructions plans and specifications to suit the shape and dimensions of the Premises and to ensure compliance with all applicable laws. The alterations shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.

3. INSPECTIONS.

During the Contingency Period, Tenant, at Tenant's own cost and expense, shall have the right to have the Premises inspected for environmental conditions. In the event such inspections reveal or disclose an unsatisfactory environmental condition or conditions, then or in any such event the Tenant shall provide the Landlord with a written report thereof, together with written notice specifying the condition(s) to which Tenant objects (the "Notice of Deficiency"). Upon receipt of the Notice of Deficiency from Tenant, the Landlord shall correct the condition. If the Landlord cannot reasonably correct the condition, the Tenant shall have the right to terminate this agreement.

Landlord:
Lakeside MANAGEMENT ASSOCIATES LLC

Tenant:
Planned Parenthood of the
Mid-Hudson Valley, Inc.

By: 
Name: Robert J. Bell
Title: Managing Member

By: 
Name: 
Title: 

FIRST ADDENDUM TO LEASE AGREEMENT

THIS FIRST ADDENDUM TO LEASE AGREEMENT is made this day of February, 2010, by and between Lakeside Management Associates, LLC located at 40 Matthews Street, Suite 203, Goshen, New York 10924, a New York Limited Liability Company ("LANDLORD"), and Planned Parenthood of the Mid-Hudson Valley [REDACTED] a New York not-for profit tax-exempt organization ("TENANT").

WHEREAS, a certain Lease Agreement dated July 27, 2009, was heretofore executed between Landlord and Tenant, and remains in effect; and

WHEREAS, the parties wish to amend the aforesaid Lease, based upon New York State Department of Health regulations relating to "hospital facilities."

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Lease Agreement between Landlord and Tenant, hereby is amended and modified in the manner hereinafter set forth.

1. In the event there is any inconsistency or difference between the terms and provisions of this Addendum and the Lease to which this Addendum is annexed, the terms and provisions set forth in this Addendum shall prevail.

2. The Landlord acknowledges that his rights of reentry into the premises set forth in this lease do not confer on him the authority to operate a hospital as defined in Article 28 of the Public Health Law on the premises and agrees that he will give the New York State Department of Health, Tower Building, Empire State Plaza, Albany, NY 12237, notification by certified mail of his intent to reenter the premises or to initiate dispossession proceedings or that the lease is due to expire, at least 30 days prior to the date on which the Landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease.

Upon receipt of notice from the Landlord of his intent to exercise his right of re-entry or upon the service of process in dispossession proceedings and 60 days prior to the expiration of the lease, the tenant shall immediately notify by certified mail the New York State Department of Health, Tower Building, Empire State Plaza, Albany, NY 12237, of the receipt of such notice or service of such process or that lease is about to expire.

3 The Landlord and Tenant hereby acknowledge that all references to the consumer price index, including but not limited to the references in Article III – Rent, Provision 23 – Rent/CPI and Provision 34 – Option to Extend Term are hereby deleted. The Landlord and Tenant agree that the base rent during the term and any extended term as authorized by this lease shall be increased by two (2%) percent on August first of each year.

4. All the terms and conditions of the Lease except as otherwise stated herein shall remain in full force and effect. This First Addendum along with the original Lease constitutes the entire agreement between the Landlord and the Tenant with respect to the subject matter hereof and together supersedes all prior written or oral understandings, agreements, or representations from one

party to another. This First Addendum and the Lease may not be further modified or extended orally.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this First Addendum to Lease Agreement the day and year first above written.

LANDLORD:

Lakeside Management Associates LLC

By: 

Name: Ronald J. Cole

Title: Managing Member

TENANT:

Planned Parenthood of the Mid-Hudson Valley Inc.

By: 

Name: 

Title: President

AFFIDAVIT

STATE OF NEW YORK)
)
COUNTY OF ORANGE) ss:

Ms. [REDACTED] being duly sworn, deposes and says:

1. I am the President and Chief Executive Officer of Planned Parenthood of the Mid-Hudson Valley, Inc. (PPMHV), which is submitting a Certificate of Need Application to relocate and consolidate two (2) of its extension clinics into a new site to be located in leased space at [REDACTED].
2. The Lease for this Site will be between Lakeside Management Associates, LLC, as Lessor, and Planned Parenthood of the Mid-Hudson Valley, Inc., as Lessee.
3. 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.

[REDACTED]

Sworn to before me this 2nd day
of February, 2010

NOTARY PUBLIC
Margaret Lee Meier
Q11110 4680699, NYS.
Exp 6/30/2010



RE/MAX Benchmark Realty Group
Eric Bickmann
Associate Commercial Broker
100 Commerce Drive - Suite 105
New Windsor, NY 12553
845-401-3899 Cell
845-565-0005 Fax
eb@pssst.com

Wednesday, January 20, 2010

Ms. [REDACTED]
President and CEO
Planned Parenthood of the Mid-Hudson Valley, Inc.

Dear [REDACTED]

This will confirm that an annual rent of \$12.00 to \$15.00 per square foot with normal rent increases and added rent charges limited to increases in real estate taxes for 8,600 square feet of space at [REDACTED] [REDACTED] is fair and reasonable for space of this type in this neighborhood.

I am a licensed real estate agent in New York State with extensive experience in [REDACTED] County and am knowledgeable of the rental prices in the proposed area.

Please feel free to contact me if you require any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Eric Bickmann".

Eric Bickmann
Associate Broker

R.J. Smith Realty

55 Main Street, P.O. Box 668
Pine Bush, New York 12566

3 February 2010

Ms. [REDACTED]
President and CEO
Planned Parenthood of the Mid-Hudson Valley, Inc.
[REDACTED]

Re: Office Rental Rates – [REDACTED] County Market
8,600 Square Feet – [REDACTED]

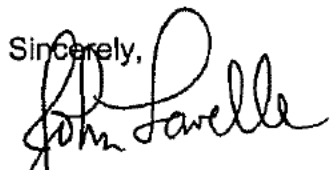
Dear [REDACTED]

This letter serves to confirm that \$12.00 to \$15.00 per square foot annual rent, is a typical office rental rate for the [REDACTED] market area, and would be a fair and reasonable rent for the location described above. With that as a base rent on an annual basis, the taxes and utilities would be the responsibility of the tenant, in addition to the rent.

I am a licensed real estate agent in New York State and have been practicing commercial real estate in [REDACTED] County for the last 10 years.

If I can be of any further assistance, please do not hesitate to ask.

Sincerely,



John J Lavelle
Associate Broker, Commercial

REAL ESTATE
SOLUTIONS

"Our companies open doors for you!"

ATTACHMENT NO. 8

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

OPERATING BUDGET

1. Projected Year 1 Operating Budget – PPMHV Overall
2. Operating Budget – Consolidated Site – Total
 - a. Projected First- and Third-Year Total Operating Expenses
 - b. Projected Total Utilization and Revenues by Payer – Year 1
 - c. Projected Total Utilization and Revenues by Payer – Year 3
3. Calculation of Depreciation
4. Monthly Cash Flow Analysis

PPMHV

CON

2008 Audited Financial Statements Statement of Operations

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY, INC.

Consolidated Statement of Operations

	12/31/2008 Audt	YTD 9/30/2009	Projected Year 1
Revenue			
Patient Fees (FP & AB)	4,410,738	2,472,540	4,998,759
Grants	3,479,274	2,797,596	2,326,795
Development	891,866	611,399	800,000
Education	2,310		
Other Revenue	32,658	61,731	39,800
Investment Income & Unrealized Gains	(287,522)	137,139	-
Sale of Assets		51,488	-
Total Revenue	8,529,324	6,131,893	8,165,354
Expenses			
Salary & Wages	4,433,823	2,724,642	3,564,576
Employee Benefits	1,229,398	837,484	1,120,361
Total Wages & Benefits	5,663,221	3,562,126	4,684,937
Professional Fees	573,269	741,142	1,010,486
Medical & Related Expenses FP	985,722	695,675	960,030
Office Related Expenses	288,821	87,900	97,728
Occupany	464,358	358,398	407,107
Training & Related Travel	204,248	59,145	59,979
Communications	86,126	61,096	64,663
Dues	276,942	214,662	270,421
Other	422,376	592,178	392,577
Depreciation	160,103	117,338	150,170
Bad Debt	51,805		
Total Expenses	9,176,991	6,489,660	8,098,098
Excess (Deficiency) from Operations	(647,667)	(357,767)	67,256
Other Changes in Net Assets			100,000
Change in Net Assets	(647,667)	(357,767)	167,256

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

RELOCATION AND CONSOLIDATION OF EXTENSION CLINIC SITES/SERVICES

PROJECTED FIRST- AND THIRD-YEAR TOTAL OPERATING EXPENSES (2010 DOLLARS)

TOTAL OPERATING EXPENSES (CONSOLIDATED SITE)

	<u>FTE</u>	<u>Year 1 Annual Cost</u>	<u>FTE</u>	<u>Year 3 Annual Cost</u>
Salaries				
Clinician	2.00	\$220,000	2.05	\$225,500
Health Care Assistant	6.00	\$212,790	6.00	\$212,790
Clerical	3.00	\$90,000	3.15	\$94,500
Total Salaries	11.00	\$522,790	11.20	\$532,790
Fringe Benefits		\$156,837		\$159,837
Professional Fees				
Professional Fees		\$181,156		\$192,188
Total Professional Fees		\$181,156		\$192,188
Medical/Surgical Supplies				
Medical/Surgical Supplies		\$352,898		\$374,389
Total Medical/Surgical Supplies		\$352,898		\$374,389
Non-Medical/Non-Surgical Supplies				
Office-Related Expenses		\$5,464		\$5,797
Total Non-Medical/Non-Surgical Supplies		\$5,464		\$5,797
Other Direct Expenses				
Training & Related Travel		\$3,338		\$3,541
Communications		\$5,460		\$5,793
Miscellaneous		\$19,987		\$21,204
Total Other Direct Expenses		\$28,785		\$30,538
Sub-Total		\$1,247,930		\$1,295,540
Space Lease		\$109,856		\$114,294
Depreciation - Existing		\$2,591		\$2,591
Depreciation - Building/Other		\$27,818		\$27,818
Sub-Total		\$140,265		\$144,703
Total Expenses		\$1,388,195		\$1,440,243

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

RELOCATION AND CONSOLIDATION OF EXTENSION CLINIC SITES/SERVICES

PROJECTED TOTAL UTILIZATION AND REVENUE BY PAYER SOURCE (FIRST-YEAR) - 2010 DOLLARS

TOTAL YEAR 1 UTILIZATION AND REVENUE (CONSOLIDATED SITE)

<u>Utilization</u>	<u>Percent</u>
<u>Payer</u>	<u>Utilization</u>
Commercial FFS	16.2%
Medicaid FFS	35.0%
Medicaid MC	8.1%
Self-Pay	39.1%
Charity Care	1.7%
TOTAL	100.0%

<u>Total Utilization</u>	<u>Visits/Payer</u>					<u>Total</u>
<u>Service</u>	<u>Commercial FFS</u>	<u>Medicaid FFS</u>	<u>Medicaid MC</u>	<u>Self-Pay</u>	<u>Charity Care</u>	
Family Planning/ [REDACTED]	1,565	3,387	782	3,790	160	9,684
Total	1,565	3,387	782	3,790	160	9,684

<u>Total Net Revenue</u>	<u>Commercial FFS</u>	<u>Medicaid FFS</u>	<u>Medicaid MC</u>	<u>Self-Pay</u>	<u>Charity Care</u>	<u>Total</u>
Family Planning/ [REDACTED]	\$384,892	\$310,759	\$80,183	\$333,750	\$0	\$1,109,584
Service Net Revenue	\$384,892	\$310,759	\$80,183	\$333,750	\$0	\$1,109,584

Title 10 Family Planning Program Funding Contract* **\$618,152**

Total Projected Revenue **\$1,727,736**

Projected Avg. Net Rate by Payer - Visit ** \$245.94 \$91.75 \$102.54 \$88.06 \$0.00

* Represents \$2,250,000 in anticipated family planning contract funding times 27.5% (represents the percentage of family planning visits projected to be provided at the relocated/consolidated site, as compared to total projected family planning visits of PPMHV).

** Rates are based on experience of Planned Parenthood of the Mid-Hudson Valley.

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

RELOCATION AND CONSOLIDATION OF EXTENSION CLINIC SITES/SERVICES

PROJECTED TOTAL UTILIZATION AND REVENUE BY PAYER SOURCE (THIRD-YEAR) - 2010 DOLLARS

TOTAL YEAR 3 UTILIZATION AND REVENUE (CONSOLIDATED SITE)

<u>Utilization</u>	<u>Percent</u>
<u>Payer</u>	<u>Utilization</u>
Commercial FFS	16.2%
Medicaid FFS	35.0%
Medicaid MC	8.1%
Self-Pay	39.1%
Charity Care	1.7%
TOTAL	100.0%

<u>Total Utilization</u>	<u>Visits/Payer</u>					<u>Total</u>
<u>Service</u>	<u>Commercial FFS</u>	<u>Medicaid FFS</u>	<u>Medicaid MC</u>	<u>Self-Pay</u>	<u>Charity Care</u>	
Family Planning/	1,660	3,593	830	4,021	170	10,274
Total	1,660	3,593	830	4,021	170	10,274

<u>Total Net Revenue</u>	<u>Commercial FFS</u>	<u>Medicaid FFS</u>	<u>Medicaid MC</u>	<u>Self-Pay</u>	<u>Charity Care</u>	<u>Total</u>
Family Planning/	\$408,332	\$329,684	\$85,066	\$354,075	\$0	\$1,177,158
Service Net Revenue	\$408,332	\$329,684	\$85,066	\$354,075	\$0	\$1,177,158

Title 10 Family Planning Program Funding Contract*	\$618,152
---	------------------

Total Projected Revenue	\$1,795,310
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Projected Avg. Net Rate by Payer - Visit **	\$245.94	\$91.75	\$102.54	\$88.06	\$0.00
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* Represents \$2,250,000 in anticipated family planning contract funding times 27.5% (represents the percentage of family planning visits projected to be provided at the relocated/consolidated site, as compared to total projected family planning visits of PPMHV).

** Rates are based on experience of Planned Parenthood of the Mid-Hudson Valley.

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

RELOCATION AND CONSOLIDATION OF EXTENSION CLINIC SITES/SERVICES

CALCULATION OF DEPRECIATION

Calculation of Depreciation

	<u>Amount</u>	<u>Depreciation Life (in Years)</u>	<u>Depreciation Amount</u>
Leasehold Improvements/Other:	\$417,270	15	\$27,818
Total:	\$417,270		\$27,818

PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY

RELOCATION AND CONSOLIDATION OF EXTENSION CLINIC SITES/SERVICES

MONTHLY CASH FLOW ANALYSIS

<u>Month</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
<u>Starting Cash</u>	\$1,724,129	\$1,706,966	\$1,737,795	\$1,768,624	\$1,799,453	\$1,830,282	\$1,861,111	\$1,891,941	\$1,922,770	\$1,953,599	\$1,984,428	\$2,015,257
<u>Monthly Revenue</u>	\$95,985	\$143,978	\$143,978	\$143,978	\$143,978	\$143,978	\$143,978	\$143,978	\$143,978	\$143,978	\$143,978	\$143,978
<u>Monthly Expenses</u>	\$113,149	\$113,149	\$113,149	\$113,149	\$113,149	\$113,149	\$113,149	\$113,149	\$113,149	\$113,149	\$113,149	\$113,149
<u>Remaining Cash</u>	\$1,706,966	\$1,737,795	\$1,768,624	\$1,799,453	\$1,830,282	\$1,861,111	\$1,891,941	\$1,922,770	\$1,953,599	\$1,984,428	\$2,015,257	\$2,046,086

* The starting cash in Year 1 represents the amount listed under "Cash" and "Investments" in the balance sheet of the 2008 Certified Financial Statement of the applicant.