



STATE OF NEW YORK
DEPARTMENT OF HEALTH

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

Antonia C. Novello, M.D., M.P.H., Dr.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

December 19, 2001

[REDACTED]
Chief Operating Officer
Planned Parenthood Hudson Peconic, Inc.
[REDACTED]

Re: 012226 - C
Planned Parenthood Hudson Peconic,
Inc.
(Rockland County)
Relocate [REDACTED] extension clinic to
[REDACTED]

Dear [REDACTED]

All contingencies on this project have been satisfied effective this date.

In order to assure reimbursement and/or the issuance of a revised operating certificate, you must contact the Metropolitan Area Regional Office in New Rochelle of the Office of Health Systems Management at (914) 654-7000 when the project is complete.

Please contact the Bureau of Project Management, at (518) 402-0911, if you have any questions regarding this letter.

Sincerely,

Neil P. Benjamin
Assistant Director
Division of Health Facility Planning

NPB/mam

bcc: [REDACTED]

RECEIVED

DEC 03 2001

BUREAU OF
PROJECT MANAGEMENT

November 29, 2001

Dominic Testo, Director
Bureau of Project Mangement
433 River Street, 6th Floor
Troy, New York 12180-2299

Re: 012226 – C
Planned Parenthood Hudson Peconic, Inc.
(Rockland County)
Relocate [REDACTED] extension clinic to
[REDACTED]
(\$240,201)

Dear Mr. Testo:

Pursuant to your letter dated November 15, 2001, attached please find an Architect's Letter of Certification dated November 27, 2001 (three copies), rendering Planned Parenthood Hudson Peconic, Inc. in full compliance with NYSDOH requirements. With this submission, we will proceed as though the above referenced project is complete.

Thank you for your prompt attention to this matter.

Very truly yours,

[REDACTED]
[REDACTED]
Chief Operating Officer

encs.

cc: [REDACTED], President/Chief Executive Officer, PPHP

[REDACTED]



REC'D NOV 23 2001
STATE OF NEW YORK
DEPARTMENT OF HEALTH

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

Antonia C. Novello, M.D., M.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

November 15, 2001

[REDACTED]
Chief Operating Officer
Planned Parenthood Hudson Peconic, Inc.
[REDACTED]

Re: 012226 - C
Planned Parenthood Hudson Peconic, Inc.
(Rockland County)
Relocate [REDACTED] extension clinic to
[REDACTED]
(\$240,201)

Dear [REDACTED]

The Office of Health Systems Management has reviewed your application in accordance with 10 NYCRR 710.1. We are pleased to inform you that your project has been approved administratively with the following contingency:

1. Submission of a letter from an architect/engineer licensed to practice in New York State certifying that the project complies with 10 NYCRR 711.1, 2 and 3. Pursuant to 10 NYCRR 710.1(c)(3)(iii)(b), should violations subsequently be noted upon review of documents or found at the time of on-site inspections or surveys, such violations shall be corrected without additional costs allowed for reimbursement beyond costs previously approved. (A sample of an acceptable letter of certification is enclosed.) (AER)

Three copies of information, which is responsive to this contingency, should be sent to the Bureau of Project Management, 433 River Street, 6th Floor, Troy, New York 12180-2299, within 60 days of the date of this letter. If the requested information is not submitted within the time frame(s) set forth, the project will be deemed abandoned pursuant to 10 NYCRR 710.10(c)(1).

You must receive notification from the Department that plans, specifications or reports required by the Bureau of Architectural and Engineering Facility Planning are acceptable, and that any contingencies noted above have been satisfied before construction may commence.

Please note that this project has been approved at a capital cost of \$ 240,201. Any increase in the capital cost requires the prior approval of the Commissioner before construction or the purchase of equipment.

If any project scope other than that which is described in your application is desired, submission of a new or amended application will be necessary for our review and approval.

When your project is complete, please send written notification to:

Elizabeth Tomson, Deputy Director
Metropolitan Regional Office of New Rochelle
New York State Department of Health
145 Huguenot Street, 6th Floor
New Rochelle, New York 10801-5291

so that an on-site visit can take place in order to verify that the project has been completed in accordance with all applicable regulations and conditions. A copy of this written notification should be sent to the Bureau of Project Management at 433 River Street, 6th Floor, Troy, New York 12180-2299. Please be informed that this project must be completed within two (2) years of the date of this approval letter or it will be deemed abandoned pursuant to 10 NYCRR 710.10.

Upon completion of the on-site survey by the Area Office, a revised operating certificate will be transmitted to your facility.

Please contact the Bureau of Project Management at (518) 402-0911 if you have any questions regarding this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wayne M. Osten', with a stylized flourish at the end.

Wayne M. Osten
Director
Office of Health Systems Management

Enclosure
cc: MARONR

ANDON ARCHITECTS PC
Brooklyn Navy Yard, Brooklyn, NY 11205
Tel: (800) 283-8750 Fax: (212) 213-5905

November 26, 2001

NYS Department of Health/Office of Health Systems Management
Division of Health Facility Planning
Bureau of Architectural and Engineering Facility Planning
433 River Street - Suite # 303
Troy, N.Y. 12180-2299

Re: Planned Parenthood Hudson Peconic, Inc. Spring Valley Center
25 Perelman Drive (Floor), Spring Valley, NY
Exam Rooms, Consultation Rooms and Administrative Offices

Gentleman:

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 process, quality and conformance of the work, I certify that this project will be designed and constructed in substantial compliance with the provisions of the construction sections of the State Hospital Code, the NFPA-101 Life Safety Code, local codes and ANSI A 117.1-1986, 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.

Very truly yours,

ANDON ARCHITECTS PC



Aristotle Andon, AIA
Principal

NYS License No. 012207
Brooklyn Navy Yard
Brooklyn, NY 11205

132.01 NYS 02 P1



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower

The Governor Nelson A. Rockefeller Empire State Plaza

Albany, New York 12237

Antonia C. Novello, M.D., M.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

November 15, 2001

[REDACTED]
Chief Operating Officer
Planned Parenthood Hudson Peconic, Inc.
[REDACTED]

Re: 012226 - C
Planned Parenthood Hudson Peconic, Inc.
(Rockland County)
Relocate [REDACTED] extension clinic to
[REDACTED]
(\$240,201)

Dear [REDACTED]

The Office of Health Systems Management has reviewed your application in accordance with 10 NYCRR 710.1. We are pleased to inform you that your project has been approved administratively with the following contingency:

1. Submission of a letter from an architect/engineer licensed to practice in New York State certifying that the project complies with 10 NYCRR 711.1, 2 and 3. Pursuant to 10 NYCRR 710.1(c)(3)(iii)(b), should violations subsequently be noted upon review of documents or found at the time of on-site inspections or surveys, such violations shall be corrected without additional costs allowed for reimbursement beyond costs previously approved. (A sample of an acceptable letter of certification is enclosed.) (AER)

Three copies of information, which is responsive to this contingency, should be sent to the Bureau of Project Management, 433 River Street, 6th Floor, Troy, New York 12180-2299, within 60 days of the date of this letter. If the requested information is not submitted within the time frame(s) set forth, the project will be deemed abandoned pursuant to 10 NYCRR 710.10(c)(1).

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Please note that this project has been approved at a capital cost of \$ 240,201. Any increase in the capital cost requires the prior approval of the Commissioner before construction or the purchase of equipment.

If any project scope other than that which is described in your application is desired, submission of a new or amended application will be necessary for our review and approval.

When your project is complete, please send written notification to:

Elizabeth Tomson, Deputy Director
Metropolitan Regional Office of New Rochelle
New York State Department of Health
145 Huguenot Street, 6th Floor
New Rochelle, New York 10801-5291

so that an on-site visit can take place in order to verify that the project has been completed in accordance with all applicable regulations and conditions. A copy of this written notification should be sent to the Bureau of Project Management at 433 River Street, 6th Floor, Troy, New York 12180-2299. Please be informed that this project must be completed within two (2) years of the date of this approval letter or it will be deemed abandoned pursuant to 10 NYCRR 710.10.

Upon completion of the on-site survey by the Area Office, a revised operating certificate will be transmitted to your facility.

Please contact the Bureau of Project Management at (518) 402-0911 if you have any questions regarding this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wayne M. Osten', with a stylized flourish at the end.

Wayne M. Osten
Director
Office of Health Systems Management

Enclosure
cc: MARONR



STATE OF NEW YORK
DEPARTMENT OF HEALTH

433 River Street, Suite 303

Troy, New York 12180-2299

Antonia C. Novello, M.D., M.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

August 15, 2001

[REDACTED]
Chief Operating Officer
Planned Parenthood Hudson Peconic, Inc.
[REDACTED]

Re: 012226 - C
Planned Parenthood Hudson
Peconic, Inc.
(Rockland County)
Relocate [REDACTED] extension clinic to
[REDACTED]

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,

Dominick F. Testo
Director
Information and Technology Services Group

DFT/BWM/nm

bcc: [REDACTED]

POTENTIAL NON-SUB



STATE OF NEW YORK DEPARTMENT OF HEALTH

433 River Street, Suite 303

Troy, New York 12180-2299

Antonia C. Novello, M.D., M.P.H., Dr.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

July 30, 2001

[REDACTED]
Chief Operating Officer
Planned Parenthood Hudson Peconic, Inc.
[REDACTED]

Re: 2226-1 ([REDACTED])
Planned Parenthood Hudson Peconic, Inc.
Relocate [REDACTED] extension clinic
to [REDACTED]

Dear [REDACTED]

Initial review of the above captioned application has been conducted by the Bureau of Project Management and it has been determined that the application is incomplete. In order to process this application, the Office of Health Systems Management requires the following information:

The proposed lease.

Please compile and submit eight (8) copies of the required information directly to the Bureau of Project Management, New York State Department of Health, 433 River Street, Suite 303, Troy, New York 12180-2299. Response is requested as soon as possible since the processing of your proposal must be delayed until the required information is received and your application is deemed complete.

Sincerely,

Brian W. Morris
Associate Health Planner
Bureau of Project Management

BWM/jt

August 6, 2001

Brian W. Morris, Associate Health Planner
Bureau of Project Management
New York State Department of Health
433 River Street, Suite 303
Troy, New York 12180-2299

RECEIVED

AUG 6 9 2001

PPHP-WCF
PROVEN/CLINICAL

Re: 2226-I ([REDACTED])
Planned Parenthood Hudson Peconic, Inc.
Relocate [REDACTED] extension clinic
to [REDACTED]

Dear Mr. Morris:

Enclosed please find eight (8) copies of our lease for the premises known as [REDACTED]
[REDACTED]. Our original reading of the CON Instructions led us to believe that the lease of real property was not required. We apologize for any inconvenience this may have caused, and hope that this submission will enable the Bureau of Project Management to continue to process the above-referenced proposal with all due haste.

Of course, we remain available to answer any questions you may have.

Very truly yours,

[REDACTED]

[REDACTED], Chief Operating Officer

cc: [REDACTED] President, Chief Executive Officer, PPHP

Encs.

[REDACTED]

25029

COPY

PASCACK PLAZA

PREMISES: 25 Perlman Drive
Spring Valley, New York 10977

DATE: July 11, 2001

LANDLORD: PASCACK INDUSTRIES

TENANT: PLANNED PARENTHOOD
HUDSON PECONIC, INC.

Landlord: Pascack Industries
Tenant: Planned Parenthood Hudson Peconic, Inc.

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THIS LEASE, made as of the 11th day of July, 2001, between PASCACK INDUSTRIES, a partnership, having offices at 21 Perlman Drive, Spring Valley, New York 10977, hereinafter referred to as "Landlord" and PLANNED PARENTHOOD, HUDSON PECONIC, INC., a New York State not-for-profit corporation, having an office at [REDACTED] hereinafter referred to as "Tenant".

IT IS AGREED THAT:

Article 1. Premises

Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, upon and subject to the terms, covenants and conditions herein set forth, the Premises which are a portion of the lands and Building known as PASCACK PLAZA, located at 1-25 Perlman Drive, Spring Valley, New York 10977. Said Premises (outlined on the building plan attached hereto as Exhibit "A" and made a part hereof) are hereinafter referred to as the "Premises"; Said Premises consist of approximately 3,500 sq. ft. and are designated as 25 Perlman Drive, Spring Valley, New York 10977, at the front of the [REDACTED] floor of the Pascack Plaza building.

TOGETHER WITH the right to use in conjunction with other tenants of the Pascack Plaza, the common elements, including but not limited to sidewalks, parking areas and driveways, the second floor stairs and hallways and the two bathrooms (adjacent to premises).

SUBJECT TO (a) any and all existing encumbrances, conditions, rights, covenants, easements, restrictions and rights of way of record, and other matters of record, applicable zoning and building laws, regulations and codes, and such matters as may be disclosed by an inspection or survey, (b) easements now or hereafter created by Landlord, in under, over, across and upon land and/or building, including the Premises, for sewer, water, electric, gas and other utility lines and services now or hereafter installed and (c) non-exclusive easements for ingress and egress over existing paved parking lot; provided, however, Landlord represents, covenants and warrants to Tenant that the Premises may be used and occupied for the purposes set forth herein, and that foregoing shall in no manner interfere with Tenant's use and quiet enjoyment of the Premises.

TO HAVE AND TO HOLD the Premises for the terms, at the rent, and upon the conditions as hereinafter provided.

Landlord and Tenant each hereby expressly covenants to keep, perform and observe all of the terms, covenants and conditions herein on their respective parts to be kept, performed and observed.

Article 2. Plans and Workletter

Landlord will complete the work at its cost and expense, to be done on the Premises as soon as possible but not later than ~~July 11~~ ^{Oct. 1}, 2001, as more particularly described on Exhibit B, the Workletter and Exhibit B1, the Plan of Premises annexed hereto. Tenant will deliver to Landlord three copies of the plans sealed by a NY State licensed architect or engineer for building permit purposes..

Article 3. Term

The term of this Lease shall commence ten (10) days after work is completed and a Certificate of Occupancy is obtained or when Tenant occupies premises, whichever is sooner (on or about ~~September 1~~ ^{Oct. 1}, 2001).

The term of this Lease shall terminate 10 years after commencement. The Lease shall run for ten (10) years after the last day of the first full month after commencement of the Lease.

Article 3A. Extension of Term

3A.1. If Tenant shall not then be in default beyond any applicable cure period in observing or performing any of the material terms, covenants and conditions of this Lease, Tenant shall have the option to extend the Term for an additional Five (5) year term at Fixed Rent determined in accordance with Paragraph 4.3 below, and Additional Rent as provided herein; and otherwise upon the terms, covenants and conditions of this Lease in effect at the expiration of the original Term. Such option to extend may be exercised only by Tenant giving written notice to Landlord at least six (6) months before the expiration of the term of its election to extend the Term. Upon Tenant's giving such notice, the Term shall be extended automatically without the execution of an extension agreement or other instrument. If Tenant shall be in default beyond any applicable cure period in observing or performing any of the material terms, covenants and conditions of this Lease, or if this Lease shall be terminated before the commencement of the extended Term, Tenant's option to extend the Term, or its exercise thereof, or the extended Term created by any such exercise shall be abrogated and rendered null and void. In the event of failure to give such notice, Tenant's option to extend this Lease shall terminate and be deemed waived by Tenant. Notwithstanding the foregoing, if Tenant has failed to give such notice within the required time period, Tenant shall not have waived its option to extend the Lease and

such option shall not terminate unless and until Landlord has sent a notice to Tenant giving Tenant ten (10) days to advise Landlord if it has elected to extend the Lease, and if Tenant fails to respond within said ten (10) day period, then the option shall be deemed waived and terminated. Tenant may not exercise its option to extend hereunder in the event of an assignment of the Lease; however, the Assignee may.

3A.2. If Tenant shall not then be in default beyond any applicable cure period in observing or performing any of the material terms, covenants and conditions of this Lease, Tenant shall have the option to extend the Term for a second additional Five (5) year term at Fixed Rent determined in accordance with Paragraph 4.4 below, and Additional Rent as provided herein; and otherwise upon the terms, covenants and conditions of this Lease in effect at the expiration of the original Term. Such option to extend may be exercised only by Tenant giving written notice to Landlord at least six (6) months before the expiration of the first Five (5) year renewal term of its election to extend the Term. Upon Tenant's giving such notice, the Term shall be extended automatically without the execution of an extension agreement or other instrument. If Tenant shall be in default beyond any applicable cure period in observing or performing any of the material terms, covenants and conditions of this Lease, or if this Lease shall be terminated before the commencement of the extended Term, Tenant's option to extend the Term, or its exercise thereof, or the extended term created by any such exercise shall be abrogated and rendered null and void. In the event of failure to give such notice, Tenant's option to extend this Lease shall terminate and be deemed waived by Tenant. Notwithstanding the foregoing, if Tenant has failed to give such notice within the required time period, Tenant shall not have waived its option to extend the Lease and such option shall not terminate unless and until Landlord has sent a notice to Tenant giving Tenant ten (10) days to advise Landlord if it has elected to extend the Lease, and if Tenant fails to respond within said ten (10) day period, then the option shall be deemed waived and terminated. Tenant may not exercise its option to extend hereunder in the event of an assignment of the Lease; however, the Assignee may.

Article 4. Rent

4.1. During the Term, Tenant will pay Landlord the fixed net rent ("Fixed Rent") as hereinafter adjusted. Said rent shall be payable in equal monthly installments, unless otherwise provided.

4.2. \$27,500 on the signing of this Lease, and

4.3 Fixed Rent

4.3.1. The annual Fixed Rent for each of the first and second years of the Lease shall be the sum of \$50,750, payable in equal monthly installments of \$4,229.17 monthly.

4.3.2. The annual Fixed Rent for each of the third and fourth years shall be: \$50,750 multiplied by the Consumer Price Index ("C.P.I.") for September, 2003 and divided by the C.P.I. for September 2001 (see Article 33), limited, however, to a six percent (6%) increase over the rent payable during the immediate prior rent period, payable in equal monthly installments.

4.3.3. The annual Fixed Rent for each of the fifth and sixth years shall be: \$50,750 multiplied by the C.P.I. for September 2005 and divided by the C.P.I. for September 2001, limited, however, to a six percent (6%) increase over the rent payable during the immediate prior rent period, payable in equal monthly installments.

4.3.4. The annual Fixed Rent for each of the seventh and eighth years shall be: \$50,750 multiplied by the C.P.I. for September 2007 and divided by the C.P.I. for September 2001, limited, however, to a six percent (6%) increase over the rent payable during the immediate prior rent period, payable in equal monthly installments.

4.3.5. The annual Fixed Rent for each of the ninth and tenth years shall be: \$50,750 multiplied by the C.P.I. for September 2009 and divided by the C.P.I. for September 2001, limited, however, to a six percent (6%) increase over the rent payable during the immediate prior rent period, payable in equal monthly installments.

4.4. The Fixed Annual Rent during the first Five (5) year renewal term shall be:

4.4.1. 1st and 2nd Years: \$50,750 for each year multiplied by the C.P.I. for September 2011 and divided by the C.P.I. for September 2001, limited, however, to a six percent (6%) increase over the rent payable during the immediate prior rent period, payable in equal monthly installments.

4.4.2. 3rd and 4th Years: \$50,750 for each year multiplied by the C.P.I. for September 2013 and divided by the C.P.I. for September 2001, limited, however, to a six percent (6%) increase over the rent payable during the immediate prior rent period, payable in equal monthly installments.

4.4.3. 5th Year: \$50,750 multiplied by the C.P.I. for September 2015 and divided by the C.P.I. for September 2001, limited, however, to a six percent (6%) increase over the rent payable during the immediate prior rent period, payable in equal monthly installments.

4.5. The Fixed Annual Rent during the second Five (5) year renewal term shall be:

4.4.1. 1st Year: \$50,750 multiplied by the C.P.I. for September 2015 and divided by the C.P.I. for September 2001, limited, however, to a six percent (6%) increase over the immediately prior rent, payable in equal monthly installments.

4.4.2. 2nd and 3rd Years: \$50,750 for each year multiplied by the C.P.I. for September 2017 and divided by the C.P.I. for September 2001, limited, however, to a six percent (6%) increase over the immediately prior rent, payable in equal monthly installments.

4.4.3. 4th and 5th Years: \$50,750 for each year multiplied by the C.P.I. for September 2019 and divided by the C.P. for September 2001, limited, however, to a six percent (6%) increase over the immediately prior rent, payable in equal monthly installments.

4.5 Monthly installments shall be payable in advance on the first day of each month during the term hereof without notice or demand, and without reduction, abatement or setoff for any reason whatsoever, except as in this Lease specifically provided. All amounts hereunder, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease, shall be paid at the office of the Landlord set forth above, or at such other place as Landlord may from time to time designate by notice to Tenant.

4.6. In the event that any installment of Fixed Rent or Additional Rent (as herein defined) due hereunder shall be overdue by fifteen (15) days, a "late charge" of five cents (\$.05) for each dollar so overdue may be charged by Landlord for each month or part thereof that the same remains overdue. This charge shall be in addition to and not in lieu of any other remedy the Landlord may have under the circumstances and it is in addition to any reasonable fees and charges of any agents or attorneys Landlord may employ on any default, rental or other use hereunder, whether authorized herein or by law, which shall also be paid by Tenant. Any such "late charges" if not previously paid shall, at the option of the Landlord, be added to and become part of the next succeeding Rent payment hereunder as Additional Rent.

4A. Additional Rent

Additional Rent as provided for herein shall be paid for in full within fifteen (15) business days after Notice that it is due and payable, unless otherwise provided for herein.

4B. Security

On the signing of this Lease, Tenant has paid \$8,458.34 to Landlord, by check subject to collection, as non-interest bearing security for Tenant's obligations herein (which Landlord is not required to keep in a segregated account and which may be utilized for all purposes) to be applied to the rent for the last month(s) of the Lease term (or Lease Extension term, if applicable).

Article 5. Real Estate Taxes

5.1. Tenant will pay to Landlord as Additional Rent its pro rata share of all real estate taxes, assessments, occupancy taxes, sewer charges, water charges and all other taxes and charges in the same categories whether public or private (sometimes hereinafter referred to collectively as "Impositions") levied, assessed, imposed or attributable to the Land and/or building of which the Premises form a part; or arising from the use, occupancy or possession of the Premise, the Land and/or the Building. Any reduction in real estate taxes due to a tax certiorari or reduction proceeding will be applied to reduce Tenants pro rata share of real estate taxes.

5.2. Tenant shall not be obligated or required hereunder to pay any income, franchise, excise, corporate, estate, inheritance, succession, capital levy or transfer tax of Landlord, or any other tax, assessment charge or levy upon the rent reserved under this Lease, or any tax or other imposition, charge or levy (i) not commonly deemed to be a real estate tax, and (ii) not arising solely from the ownership, occupation or operation of the Premises, although the same may be or become a lien upon the real property

or improvements thereon, nor shall Tenant be obligated or required hereunder to pay interest, amortization, or principal on any mortgage covering or affecting the fee of the Premises.

5.3. If during the Term of this Lease there shall be levied or assessed any Imposition on rents or against the Fixed Rent, other than those taxes referred to in 5.1 above, or against Landlord or the Premises as a substitute in whole or in part for real estate taxes on Land or Building, such Imposition shall be included within those payable by Tenant pursuant to Paragraph 5.1.

5.4. Landlord shall provide Tenant with an estimate of the Impositions (based on the prior year's Impositions). Tenant shall pay Landlord one-twelfth of said estimated taxes each month, as Additional rent. Within thirty (30) days after receipt of same, Tenant will pay Landlord any shortage resulting from the payment of the estimated amounts; or Landlord will credit or pay Tenant any overage resulting from the payment of the estimated amounts compared to the actual amounts of levied taxes within thirty (30) days of delivery of same. Landlord shall provide Tenant with all documentation reasonably requested by Tenant to verify Landlord's calculation of the pro rated share of real estate taxes, including but not limited to copies of all real estate tax bills, assessments, tax reduction, certiorari proceedings.

Article 6. Utility Charges

Tenant shall pay all charges for water, gas electricity, heat, fuel oil and/or other utility or service supplied to the Premises as separately measured or calculated relating to Tenant's use, and the cost of repair, maintenance and reading of any meters measuring Tenants consumption thereof. Tenant is required to sign a maintenance agreement with responsible firm (landlord may recommend) to regularly change air conditioner filters and otherwise maintain HVAC system. Tenant expressly agrees that Landlord shall not be responsible, unless due to the negligent or willful act or omission of Landlord, for the failure of supply to Tenant of any of the aforesaid, or any other utility service. Landlord shall not be responsible for any public or private communication service to be installed in the space, particularly conduit, if required.

Article 7. Use and Compliance with Laws, Etc.

7.1. Tenant shall use and occupy the Premises as an office for a New York State approved diagnostic and treatment center and related functions.

7.2. Tenant shall not use, permit or suffer the use of the Premises, or any part thereof for any other purpose or in any hazardous or illegal manner. Any activities performed by tenant that are permitted pursuant to New York State license for a diagnostic and treatment center will not be considered hazardous or illegal.

7.2. The Landlord shall ensure that the building of which the Premises are a part complies with all applicable laws, rules, orders, ordinances regulations at any time issue or in force, of the village, town, county or other municipality, state or federal governments, and each and every department, bureau and official thereof, and any of any insurance services organization having jurisdiction in the premises. The Tenant agrees that it will not use the premises for any purpose which shall be violative of applicable laws, rules, orders, ordinances and regulations.

Article 8. Indemnification; Costs in Obtaining Possession

8.1. Tenant covenants and agrees, at its sole cost and expense, to indemnify and hold harmless Landlord against and from any and all loss, cost, expense and liability, from claims by third parties, including without being limited to, reasonable attorneys' fees and court costs, arising from or in connection with (a) the conduct or management from, or at the Premises during the Term or prior thereto if Tenant is in occupancy, other than any work or thing done by or at the instance of Landlord, or its agents, contractors, licensees, servants or employees; (b) any breach or default on the part of Tenant to be performed pursuant to the terms of the Lease; (c) any act or negligence of Tenant, or any of its agents, contracts, servants, employees or licensees whether occurring on or about the Premises; or (d) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the Term, in or on the Premises other than those caused by Landlord's or its contractors', agents', licensees', servants' and/or employees' negligence; and in case any action or proceeding is brought against Landlord by reason of any claims covered by the foregoing indemnity, Tenant, upon notice from Landlord, agrees to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. Counsel for Tenant's insurance carrier shall be deemed satisfactory.

8.2. Tenant agrees to pay, and to indemnify and hold Landlord harmless against all legal costs and charges, including reasonable counsel fees, lawfully and reasonably incurred in obtaining possession of the Premises after default of Tenant, or upon expiration or earlier termination of the Term, or in enforcing any covenant or agreement of Tenant herein contained.

Article 9. Maintenance and Repairs, Covenants Against Waste and Right of Inspection

9.1. Landlord's Obligations: Landlord shall be responsible for the structural integrity of the Building and shall make all repairs thereto, including repairs to the exterior walls, roof, floors, and supports, and the common areas and parking area except

as hereinafter provided in Article 9.2 and 32. Landlord represents that the building and Premises and the common areas and parking area comply with, and shall comply with, all applicable statutes, rules, ordinances, laws, and/or regulations, and permit tenant's intended occupancy. Landlord further represents that neither the building nor the Premises contain any asbestos. If asbestos is found, Landlord will promptly remove same at its own cost and expense and Tenant's rent obligation shall abate if the premises cannot be occupied during removal.

9.2. Tenant's Obligation:

- a) Tenant shall, throughout the Term, take good care of the Premise and shall not do or suffer or permit any waste with respect thereto. Tenant shall keep and maintain all interior portions of the Premises including, without limitation, all building equipment, windows, doors, plumbing and electrical systems, heating, ventilating and air conditioning (HVAC) systems servicing Tenant in good working order and in a clean and orderly condition. The phrase "keep and maintain" as used herein includes repairs and/or restoration as appropriate.
- b) Tenant shall promptly notify Landlord of any condition of which Tenant has knowledge and which affects the Landlord's Premises. Tenant shall promptly repair or replace all gouged, damaged or broken doors and windows in and about the Premises and shall be responsible for all repairs (other than those that are Landlord's obligation as set forth above) including but not limited to replacement of wall and floor coverings, ceilings, sanitary and electrical fixtures, and related equipment therein.
- c) Tenant shall be responsible to Landlord for all expenses incurred by Landlord due to (i) failure of Tenant to promptly, notify Landlord of required repairs, of which Tenant has knowledge, (ii) negligence or abuse (whether accidental or intentional) by Tenant which requires additional maintenance or repairs beyond normal wear and tear, and (iii) Tenant's failure to repair and maintain those items set forth in Paragraph 9.2(a) above and (iv) any costs or expenses incurred by Landlord in the performance of any work as provided in Paragraph 9.3. Tenant shall promptly, upon receipt of an invoice for such charges for such additional work, remit such charges to Landlord as Additional Rent. "Tenant", as used herein includes, without limitation, agents, servants, contractors, employees, licensees, invitees, guest of Tenants, persons on or off the Premises causing damage to the property.

9.3. Tenant shall permit Landlord and the authorized representatives of Landlord, upon notice which is reasonable under the circumstances, to enter the Premises at all reasonable times during usual business hours for the purpose of exhibiting or inspecting the same and for curing any defaults on the part of Tenant in making any necessary repairs to the Premises, or in the performance of any work therein that may be necessary to comply with any laws, ordinances, rules, regulations, requirements of any public authority, or that may be necessary to repair and/or maintain the building or any portion thereof or to prevent waste or deterioration of the Premises. In the event Landlord and the authorized representative of Landlord accesses premises, they will maintain the confidentiality of the medical services. No notice of such entry shall be necessary in case of emergency. Nothing in this Paragraph 9.3. shall imply any duty upon the part of the Landlord to do any such work or to make any alterations or repairs, additional or improvements to the Premises, of any kind whatsoever, except as in this Lease specifically provided. The performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant or any other occupant of the premises or part thereof by reason of making repairs or the performance of any work on the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected in any manner whatsoever, unless Landlord's said actions or inactions substantially interfere with the operation of Tenant's business. Landlord will exercise due diligence not to interfere with Tenant's business operation, but shall not be required to employ overtime labor to avoid such interference.

Article 10. Mechanic's Liens

10.1. Tenant shall not suffer or permit any liens to stand against the premises or any part thereof by reason of any work, labor, services or materials done for, or supplied, or claimed to have been done for, or supplied to, Tenant or anyone holding the Premises or any part thereof through or under Tenant. If such lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after notice of the date of filing the same, by either payment, deposit or bond. If Tenant shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in court or bonding, and/or Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lien or with interest, costs and allowances. Any amount paid or deposited by Landlord for any of the aforesaid purposes, and all legal and other expense of Landlord, including reasonable counsel fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at 15% per annum from the date of payment or deposit, shall become due and payable forthwith by Tenant to Landlord, or, at the option of Landlord, shall be payable by Tenant to Landlord as Additional Rent, as provided in Article 15. hereof.

10.2. Nothing in this Lease shall be deemed to be, or construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise, to any person, firm or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which might in any way give rise to the right to file any lien against Landlord's interest in the Premises. Landlord shall have the right to post and keep posted at all reasonable times on the Premises any notices which Landlord shall be required to post for the protection of Landlord and the Premises from any such lien.

Article 11. Alterations

11.1. Tenant shall not make, or cause, or permit the making of (a) any structural alterations, additions, or improvements, or (b) any non-structural alterations, additions or improvements in or to the Premises without obtaining Landlord's prior written consent thereto, except in the event non-structural change is under \$5,000 dollars in value. Any approval by Landlord as aforesaid may be upon condition that (a) Tenant furnish to Landlord such evidence of Tenant's financial ability to assure completion as Landlord may reasonably require. Nothing herein contained shall be construed in any way to restrict Tenant's right to make any fixtures, equipment and furnishings. The provisions of this Article 11 are subject to the terms and conditions of any fee mortgage to which this Lease is subordinate, except that the consent of any such mortgagee shall not be required for such work if the Landlord's consent is not required hereunder. Plans and specifications showing such proposed alterations, additional and improvement shall be submitted to Landlord for approval upon the application for its consent, together with a reputable contractor's estimate of the cost thereof; such consent shall not be unreasonably withheld or delayed.

11.2. In connection with any alterations, addition or improvement contemplated by this Article and any repairs or restoration work contemplated by the other terms and conditions of this Lease, Tenant shall comply with all applicable laws, regulations and ordinances and shall procure all required site permits at its expense. The originals of all such approvals, authorizations and permits shall either be delivered and retained by Landlord or held by the Tenant with a true and correct copy being delivered to Landlord. Landlord will, on written request from Tenant, execute such documents as may be necessary to be signed on its part to obtain any such permit, provided that Tenant shall discharge any expense or liability of Landlord in connections therewith. All alterations, additions and improvements made by Tenant shall be performed in a first-class, neat and workmanlike manner and in conformance with the approved plans and specifications.

11.3. All alterations, changes and additions other than for any movable trade fixtures, equipment and furnishing made by Tenant shall, upon installation, immediately be and become part of the realty and the sole and absolute property of Landlord and shall remain upon and be surrendered with the Premises at the expiration or other termination of this Lease.

Article 12. Insurance

12.1. During the Term, Tenant shall at its own cost and expense provide and keep in force the following insurance:

- (a) Comprehensive public liability insurance against claims for bodily injury, death or property damage occurring in or about the Premises and the Building (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from or in connection with any change, alterations, improvement or repair thereof), with limits of not less than \$1,000,000.00 per occurrence for bodily injury or death to any one person and \$2,000,000.00 for bodily injury or death to any number of persons, and property damage with limits of not less than \$1,000,000.00, which insurance may be carried under a so-called "blanket policy";
- (b) Such other insurance, in such amounts that may from time to time be reasonably requested by Landlord, against other insurable hazards which at the time are reasonably available and commonly insured against in the case of Premises or buildings similarly situated, with due regard to the height and the type of Premises, its construction, use and occupancy.

12.2. All insurance to be provided and kept in force by Tenant under the provisions hereof shall name the Landlord as its interests may appear, as an additional insured.

12.3. All policies shall be obtained by Tenant from responsible companies reasonably satisfactory to the Landlord and authorized/or permitted to do business in the State of New York. Certificates thereof shall be delivered to Landlord at or before the Commencement Date of the Term hereof. All policies shall be for period of not less than one (1) year and shall contain a provision whereby the same cannot be canceled unless Landlord is given at least ten (10) days written notice of such cancellation. Tenant shall procure and pay for renewals of such insurance from time to time and Tenant shall promptly deliver to Landlord certificates thereof at least thirty (30) days before the expiration of any previously delivered policy.

12.4. Tenant and Landlord hereby release the other from any and all liability or responsibility to it or anyone claiming through or under it by way of subrogation or otherwise, for any loss or damage caused by fire, lightning, casualty, or any of the extended coverage casualties.

12.5. Landlord shall carry and maintain a complete insurance package covering the Building against loss or damage due to fire or other casualties under extended coverage endorsements in an amount equal to not less than eighty percent (80%) of the full value, and Rental Insurance for a period of one (1) year. Tenant will pay to Landlord as Additional Rent during each calendar year of the Term its pro rata share of the insurance premium for such insurance as part of the Common Area Maintenance.

Article 13. Damage or Destruction

13.1. If the Premises shall be damaged by fire or any other cause, Landlord shall restore the same subject to and in accordance with this Article 13. If the cost of restoration, as estimated by Landlord (copy of which estimate shall be delivered by Landlord to Tenant within sixty (60) days after the date of such loss), will equal or exceed thirty percent (30%) of the replacement value of the Premises in their condition just prior to the occurrence of the damage, Landlord may, no later than the ninetieth (90th) day following the damage, give Tenant notice that it elects to cancel this Lease; and in such event Tenant shall pay or assign to Landlord any right as it may have the proceeds of the insurance covering such loss and/or the right to adjust or receive the same and thereupon this Lease shall be deemed canceled and the Term thereof shall expire on the date set forth in said notice and Tenant shall surrender possession of the Premises as of said date of loss (or the date Tenant ceased to use the Premises, if later). Any rent and any other sums payable under this Lease paid for any period beyond said date shall be repaid to Tenant. All restoration work shall be done and completed with due diligence and reasonable promptness, subject to ordinary delays and to delays beyond the control of the party performing the work and to delays in making of insurance adjustments. The Proceeds of any insurance payable as the result of such damage shall be the property of Landlord. It is expressly agreed and understood between the parties that in the event that the premises have been damaged to such an extent that such damage substantially interferes with operation of Tenant's business, the rent will be adjusted accordingly until such time that the premises have been repaired or the substantial interference has ceased.

13.2. In the event that any of the insurance monies paid by the insurance company to Landlord, as hereinabove provided, shall remain after the completion of such repairs, restoration, reconstruction or erection, the excess shall be the property of and paid to Landlord.

13.3. Tenant agrees to give prompt notice to Landlord with respect to all fires and casualties occurring upon or about the Premises of which Tenant has knowledge.

13.4. Notwithstanding any of the foregoing, in the event the damage or destruction to the Premises cannot be repaired or restored within 120 days of the date of the occurrence of such damage or destruction, then tenant shall have the right to terminate this Lease upon written notice to Landlord.

If Tenant is required to temporarily vacate premises rent shall be abated for 30 days after completion of work required to make the premises fit for occupancy.

Article 14. Condemnation

14.1. If, at any time during the Term title to all or substantially all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain ("Proceedings") or by agreement between Landlord and those authorized to exercise such right, this Lease shall terminate and expire on the date of such taking, the Fixed Rent, Additional Rent, Impositions and other charges provided to be paid by Tenant shall be apportioned and paid to the date of such taking, and the total award made in such proceedings shall be paid to Landlord. For the purpose of the Lease "substantially all of the Premises" shall be deemed to be usable for Tenant's business purposes. Any dispute as to whether the Premises are reasonably usable for Tenant's business purposes shall be settled by arbitration to be held in New York in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's determination in any court having jurisdiction. The parties consent to the jurisdiction of the New York courts for this purpose.

14.2. If at any time during the Term title to less than substantially all of the Premises shall be taken as aforesaid, the entire award shall be paid to Landlord, and the Landlord shall restore the Premises to a structurally complete unit with reasonable promptness, subject to ordinary delays beyond Landlord's control. The proceeds of any award shall be held by Landlord as a trust fund to be used for the cost of restoration before being applied to any other purposes. Any dispute as to whether the Premises are reasonably usable for Tenant's business purposes shall be settled by arbitration to be held in New York in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's determination in any court having jurisdiction. The parties consent to the jurisdiction of the New York courts for this purpose.

14.3. If title to less than substantially all of the Premises shall be taken as aforesaid, this Lease shall continue, except that thereafter: (a) the Fixed Rent shall be reduced on a pro rata basis to an amount determined in accordance with Paragraph 14.1 hereof; and (b) Tenant's share of increases in Impositions as provided in Paragraph 5.1. shall be reduced proportionately.

14.4. If, at any time after the date hereof, the whole or any part of Tenant's interest under this Lease shall be taken or condemned by any competent authority for its or their temporary use or occupancy, this Lease shall not terminate by reason thereof and Tenant shall continue to pay, in the manner and at the time herein specified, the full amount of the Fixed rent, Impositions, and all Additional Rent and other charges payable by Tenant hereunder, and, except only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions and obligations hereof upon the part of Tenant to be performed and observed, as though such taking had not occurred. In the event of any such taking as in this Paragraph 14.4. referred to, Tenant shall be entitled to receive the entire amount of any award made for such taking, whether paid by way of damages, rent or otherwise, but if such period of temporary use or occupancy shall extend beyond the expiration date of the Lease, such award shall be apportioned between Landlord and Tenant as of such date of expiration of the Term. Upon termination of any such period of temporary use or occupancy Tenant will, at its sole cost to the condition in which the same were immediately prior to such taking.

14.5. Tenant shall have a right to make a claim in any proceeding for the value of its trade fixtures, the value of leasehold improvements installed at Tenant's expenses and moving expense.

Article 15. Self-Help

Tenant covenants and agrees that if it shall at any time fail to make any payment or perform any act which Tenant is obligated to make or perform under this Lease, then Landlord may, but shall not be obligated to do so, after ten (10) days written notice to Tenant that Tenant's time to make any such payment or perform any such act as provided in Article 16 has expired, and without waiving, or releasing the Tenant from any obligations of the Tenant in this Lease contained, make any payment or perform any act which the Tenant is obligated to perform under this Lease, in such manner and to such extent shall be necessary, and in exercising any such rights, pay necessary and incidental cost and expenses, employ counsel and incur and pay reasonable attorneys' fees. Notwithstanding the foregoing, Landlord may make any such payment as provided in Article 16, if the same is necessary or required for the preservation or protection of the Premises. All sums so paid by Landlord and all necessary and incidental cost and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the then prime lending rate as reported in the Wall Street Journal, plus two percent (2%), from the date of the making of such expenditure by Landlord, shall be deemed Additional Rent hereunder and, except as otherwise in this Lease expressly provided, shall be payable to Landlord on demand, or at the option of the Landlord, may be added to any Rent then due or thereafter becoming due under this Lease, and Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of rent.

Article 16. Conditional Limitations – Default Provisions

16.1. This Lease and the Term are subject to the limitations that, if at any time after the date hereof, any one of the following events (hereinafter called an "Event of Default") shall occur:

- (a) If Tenant shall make an assignment for the benefit of its creditors; or
- (b) If any petitioner shall be filed by or against Tenant in any court, whether or not pursuant to any statute of the United States or of any State, in any reorganization, composition, extension, arrangement or insolvency proceedings, and the same is not dismissed in sixty (60) days as respects any petition filed against Tenant provided during such period Tenant continues to pay all Rent, Impositions and other charges and perform all of its obligations under this Lease; or
- (c) If Tenant, or a trustee or custodian appointed for all or a substantial portion of Tenant's property pursuant to the provisions of any insolvency, bankruptcy, reorganization or other law then in effect, shall fail within the time provided by law and an order of a court having competent jurisdiction, to provide Landlord with adequate protection as that term is used in 11 USC 361, and specifically the indubitable equivalent of Landlord's interest in the Premises as provided in 11 USC 361(3). In the event that a petition shall be filed by or against, Tenant in any bankruptcy, reorganization, composition, arrangement or insolvency proceeding pursuant to the provisions of the present Bankruptcy Code or any subsequent Code or Laws similar thereto or amending same, demand shall be deemed automatically made for relief from the imposition of the automatic stay presently imposed by 11 USC 362, or such later section and shall be deemed the request of Landlord for a hearing to be held with regard to the modification, termination or lifting of said stay and shall be deemed effective as of the date of filing of said petition or by or against Tenant; or
- (d) If Tenant shall assign, mortgage or encumber this Lease, or sublet the whole or any part of the Premises, otherwise than as expressly permitted hereunder; or

- (e) If Tenant shall fail to pay any installment of the Fixed Rent set forth in Article 4 of this Lease, or any part thereof, within ten (10) days after written notice from Landlord to Tenant that same shall be due; (notwithstanding the above, Landlord will, no more than 3 times during any calendar year, give tenant such written notice of non-payment, otherwise no notice need be given); or
- (f) If Tenant shall fail to pay any item of Additional Rent or any other charge required to be paid by Tenant hereunder, (other than the payment of the Fixed Rent as set forth in said Article 4) or Additional Rent as set forth herein; or
- (g) If Tenant shall fail to perform or observe any other requirement of this Lease not hereinbefore in this Paragraph 16.1 specifically referred to on the part of Tenant to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant (subject to the provisions of Paragraph 16.6); or
- (h) If Tenant shall abandon the Premises or fail to keep the Premises occupied to the extent necessary to maintain fire insurance coverage; or
- (i) If any execution, attachment or other process of law or equity shall be issued against Tenant or a substantial portion of Tenant's property, whereupon the Premises shall be taken or occupied by someone other than Tenant; or,
- (j) If a petition or a proceeding is filed or commenced by or against Tenant for its dissolution or liquidation (other than in connection with any merger permitted hereunder), or its property is taken by any governmental authority in connection with a dissolution or liquidation, and if filed or commenced against Tenant, the same is not dismissed within sixty (60) days; or
- (k) If Tenant shall fail to pay bond or otherwise satisfy within thirty (30) days after demand, by certified letter, any amount due in connection with orders for extra work, material and/or equipment made by Tenant in connection with the construction or finishing of the Premises.

Then upon the happening of any one or more of the aforementioned Events of Default, and the expiration of the period of time for curing the same, which, unless otherwise provided, shall be ten (10) business days after written notice from Landlord to Tenant, Landlord may give to Tenant a notice of intention to end the Term of this Lease ("Notice of Termination") at the expiration of ten (10) days from the date of service of such Notice of Termination, and at the expiration of such ten (10) days the Term, as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration of such ten (10) day period were the date originally specified herein for the expiration of this Lease and the Term, and Tenant shall then quit and surrender the Premises to the Landlord, but Tenant shall remain liable as hereinafter provided.

16.2. If this Lease shall be terminated as in the preceding Paragraph 16.1 hereof provided, Landlord or Landlord's agents or servants, may immediately or at any time thereafter re-enter the Premises and remove there from Tenant, its agents, employees, servants, licensees, and any subtenants and other persons, firms or corporations, and all or any of its or their property, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefore, and repossess and enjoy said Premises, together with all additions, alterations and improvement thereto.

16.3. In case of any such termination, re-entry, or dispossession by summary proceedings or otherwise:

- (a) The Fixed Rent, Additional Rent, Impositions and all other charges required to be paid by Tenant hereunder shall thereupon become due and be paid up to the time of such termination, re-entry or dispossession, and Tenant shall also pay to Landlord all reasonable expenses, reasonable attorneys' fees, brokerage commissions, and all other costs paid or incurred by Landlord for restoring the Premises to good order and condition and for altering and otherwise preparing the same for reletting;
- (b) Tenant shall be obligated to pay to Landlord, upon demand, and Landlord shall be entitled to recover from Tenant, damages in an amount equal to the excess, if any, of all Fixed Rent, Additional Rent, Impositions and other charges and items as would be required hereunder to be paid by Tenant for each calendar month had this Lease and the Term not been terminated, or had Landlord not so re-entered, over the rents, if any, collected by Landlord in respect of such calendar month pursuant to any reletting. Said damages shall be payable by Tenant pursuant to any monthly installments in the same manner as Fixed Rent hereunder, and any suit or action brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding; and

- (c) If the statute or rule of law governing Landlord's claim for damages shall limit the amount of such claim capable of being so proved and allowed, Landlord shall be entitled to prove as and for liquidated damages and have allowed an amount equal to the maximum allowed by or under such statute or rule of law.

16.4. In connection with any leasing, Landlord, at its option, may make alterations, repairs and/or decorations which shall not operate or be construed the release Tenant from liability hereunder Landlord shall in no event be liable in any way whatsoever for failure to relet the premises, or in the event that the premises are relet, for failure to collect rent thereof under such reletting, and in no event shall Tenant be entitled to receive any excess of such annual rents over the sums payable by Tenant to Landlord hereunder. Suit(s) for the recovery of such damages, or for any installments thereof, may be brought by Landlord from time to time at its election. Nothing herein contained shall be deemed to require Landlord to postpone suit until the date when the Term would have expired if it had not been terminated under the provisions of this Lease, or under any provision of law, or had Landlord not re-entered into or upon the Premises.

16.5. Tenant, for itself and any and all persons claiming through or under Tenant, including but not limited to its creditors, upon the termination of this Lease and the Term in accordance with the terms hereof, or in the event of entry of judgment for the recovery of possession of the premises, by process of law or otherwise, hereby waives any right of redemption provided or permitted by any statute, law or decision now or hereafter in force, and does hereby waives, surrender and give up all rights and privileges which it or they may or might have under and by reason of any present or future law or decision, to redeem the Premises or for a continuation of this Lease after having been dispossessed or ejected there from by process of law, or otherwise. Tenant waives all right to trial by jury in any action or summary or other judicial proceeding hereafter instituted by Landlord against Tenant in respect to the Premises.

16.6. Anything in Article 16 to the contrary notwithstanding, it is expressly understood that, with respect to any Event of Default within the purview of subdivision (g) of Paragraph 16.1, if such Event of Default cannot, for reasons beyond Tenant's control, be cured within the period of thirty (30) days provided for in said subdivision (g), the Landlord shall not be entitled to serve a Notice of Termination upon Tenant, as provided in said Paragraph 16.1, if Tenant shall commence the curing of such default promptly upon the cessation of the reason beyond Tenant's control which prevented Tenant from curing the default, and shall thereafter proceed with all due diligence within said period of thirty (30) days. The time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence.

16.7. The word "re-entry" as used herein is not restricted to its technical legal meaning.

Article 17. Cumulative Remedies, Waiver, Oral Changes

17.1. Every term, condition, agreement or provision contained in this Lease shall be deemed to be also a covenant.

17.2. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which Landlord may be lawfully entitled in case of any breach by Tenant of any provision of this Lease.

17.3. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provisions, agreement or option. A receipt and acceptance by Landlord of Rent or any other payment, or the acceptance by Landlord or performance of anything required by this Lease to be performed, with the knowledge of the breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of Rent in a lesser amount than is herein provided for (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of Rent) operate or be construed either as on accord and satisfaction or in any manner other than as payment on account or the earliest Rent or Additional Rent then unpaid by Tenant, and no waiver by Landlord of any term, covenant, condition, provision or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

17.4. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of any violation or attempted or threatened violation, of any of the terms, covenants, conditions, provisions or agreement of this Lease.

17.5. This Lease may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought or by its agent.

Article 18. Quiet Enjoyment

Landlord covenants and agrees that Tenant, upon paying the Rent, Additional Rent and all other charges herein provided for and performing and observing and covenants, conditions and agreements hereof upon the part of Tenant to be performed and observed, shall and may peaceably hold and enjoy the said Premises during the Term hereof, subject, however, to the terms of this Lease and any fee mortgage to which this Lease is subordinate.

Article 19. Surrender of Premises

Tenant shall, upon the expiration or termination of this Lease, for any reason whatsoever, surrender to Landlord the Premises together with all alterations (unless Landlord shall elect as hereinbefore provided) and replacements thereof then on the Premises, in good order, condition and repair, except for reasonable wear and tear. Title to all Tenant's trade fixtures, furniture and equipment (other than building equipment) installed in the Premises shall remain in Tenant, and, upon expiration or other termination of this Lease, the same shall be removed by Tenant or Landlord if Tenant fails to remove same (Tenant consents to disposition of items removed by Landlord including scrapping of same) and any resultant damage to the Premises shall be repaired, by and at the expense of Tenant.

Article 20. Assignments, Subletting and Encumbrances

Tenant shall not assign, mortgage, or otherwise encumber this Lease without prior written consent of Landlord. Tenant may not sublet all or any part of the Premises without the prior written consent of Landlord. Landlord will not unreasonably withhold such consents. In the event Tenant merges with an affiliate, Landlord will consent to an assignment of the lease provided the new entity has at least the same financial standing and abilities as the Tenant.

Article 21. Estoppel Certificate

Tenant agrees that at any time and from time to time, upon not less than ten (10) days prior request by Landlord to execute, acknowledge and deliver to Landlord a statement in writing prepared by Landlord certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the Rent and the charges have been paid in advance, and if there are any defaults or Rent abatements or offsets claimed by Tenant; it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the Premises.

Article 22. Subordination & Non-Disturbance

22.1. This Lease is and shall be subject and subordinate to the lien of any mortgage or mortgages on or affecting the Premises, or any part thereof, at the date hereof, and to any mortgage or mortgages hereafter made affecting the Premises, and to all renewals, modifications, consolidations, replacements, or extensions thereof, irrespective of the time of recording such mortgage. The provisions of this subordination shall be automatic and no further instrument of subordination shall be necessary, but in confirmation of this subordination Tenant shall, at Landlord's request, execute and deliver such further instruments as may be reasonably desired by the holders of said mortgage.

22.2. Except as otherwise provided by law, the foregoing provisions of Paragraph 22.1 are expressly conditioned upon any such fee mortgagee executing and delivering to Tenant an agreement, in form for recording, pursuant to which such mortgagee shall agree that the leasehold estate granted to Tenant hereunder and the rights of Tenant pursuant to this Lease to quiet and peaceful possession under this Lease will not be terminated, modified, affected or disturbed by any action which any such mortgagee may take to foreclose any such mortgage or to enforce the rights or remedies of the holder thereof, so long as an Event of Default shall not have occurred under this Lease and Tenant shall pay the fixed annual net rent, Impositions and Additional Rents, within the applicable grace periods without offsets or defenses thereto, except as otherwise herewith expressly set forth, and shall fully perform and comply with all terms, covenants, conditions and provisions of this Lease on the part of the Tenant hereunder to be performed or complied with and shall attorn to such mortgagee.

Article 23. Notices

All notices, demands and requests which are required or desired to be given by either party to the other shall be in writing and shall be delivered personally, or sent by recognized overnight carrier (Federal Express, UPS, or United States Postal Services), addressed to Landlord at its address set forth above and to its attorney, Milton B. Shapiro, 21 Perlman Drive, Spring Valley, New York 10977, and to Tenant at the leased premises and to Planned Parenthood, Hudson Peconic, Inc., [REDACTED] and to its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker, LLP, 3 Gannett Drive, White Plains, New York 10604, Attention: Steven M. Silverberg, Esq., or to such other attorneys and/or places as either party may from time to time designate in a written notice to the other party. Notices, demands and requests which are served upon Landlord or Tenant and their respective attorneys in the manner aforesaid, shall be deemed to have been given or served for all purposes hereunder the date personally served, or on the next business day following the date on which such notice, demand or request shall have been given.

Landlord covenants and agrees that Tenant, upon paying the Rent, Additional Rent and all other charges herein provided for and performing and observing and covenants, conditions and agreements hereof upon the part of Tenant to be performed and observed, shall and may peaceably hold and enjoy the said Premises during the Term hereof, subject, however, to the terms of this Lease and any fee mortgage to which this Lease is subordinate.

Article 19. Surrender of Premises

Tenant shall, upon the expiration or termination of this Lease, for any reason whatsoever, surrender to Landlord the Premises together with all alterations (unless Landlord shall elect as hereinbefore provided) and replacements thereof then on the Premises, in good order, condition and repair, except for reasonable wear and tear. Title to all Tenant's trade fixtures, furniture and equipment (other than building equipment) installed in the Premises shall remain in Tenant, and, upon expiration or other termination of this Lease, the same shall be removed by Tenant or Landlord if Tenant fails to remove same (Tenant consents to disposition of items removed by Landlord including scrapping of same) and any resultant damage to the Premises shall be repaired, by and at the expense of Tenant.

Article 20. Assignments, Subletting and Encumbrances

Tenant shall not assign, mortgage, or otherwise encumber this Lease without prior written consent of Landlord. Tenant may not sublet all or any part of the Premises without the prior written consent of Landlord. Landlord will not unreasonably withhold such consents. In the event Tenant merges with an affiliate, Landlord will consent to an assignment of the lease provided the new entity has at least the same financial standing and abilities as the Tenant.

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Article 24. Captions and Marginal Notes

The captions and marginal notices of this Lease are for convenience and reference only, and in no way define, limit or prescribe the scope or intent of this Lease no in any way affect this Lease.

Article 25. Entire Agreement

This instrument constitutes the entire agreement between the parties. There are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth herein.

Article 26. Covenants Binding on Respective Parties

Subject to the provision of Article 20 hereof, the terms, conditions, covenants, provisions and undertakings herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Article 27. Signs

Tenant shall not place any signs on the roof, exterior walls or grounds of the Premises, or any other place on the Pascack Industries lands and/or building without Landlord's written permission. Signs shall be installed by Landlord according to Landlord's standards, which Tenant consents to, at Tenant's expense. All signs and location at entrance of 25 Perlman Drive must be approved by Landlord. Landlord will not unreasonably withhold approval. Landlord will provide and install a sign in Planned Parenthood ("PPH") colors and with its letter font for the building pylon at the entrance to the parking lot. Landlord will install PPH's name in the directory by the elevator on the ground floor. Landlord will supply and install at Tenant's cost and expense an internally illuminated sign 24' high x 22'-7.5" wide with white acrylic face and Kelly green background with white logo and letters above Tenant's window. Such sign shall be designed by Tenant, subject to approval by Landlord, which approval shall not be unreasonably withheld.

Article 28. Holdover

If Tenant continues occupancy of the Premises after the expiration of the Term or any Extended Term (defined below), such occupancy shall be deemed a tenancy from month to month upon the terms, covenants, conditions and rental rate, in effect upon the expiration of the Term, plus twenty percent (20%). The provisions of this Article shall not be construed to relieve Tenant from liability to Landlord for damages resulting from any such holdover.

Article 29. Limitation of Liability

Landlord shall be under no personal liability with respect to any of the provisions of the Lease. If it is in breach or default, with respect to its obligations or otherwise, under this Lease, Tenant shall look solely to the insurance proceeds, then to the equity of Landlord in the building and land upon which the Premises are located for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms, covenants, warranties and obligations of this Lease shall in no event exceed the loss of its equity in the building and land upon which the Premises are located.

Article 30. Common Area Maintenance "C.A.M."

30.1. Throughout the term of this Lease and any extension thereof Tenant, shall pay as Additional Rent its proportionate share of common area maintenance costs, which include, without limitation, all costs of any kind paid or incurred by Landlord in operating, repairing, cleaning, equipping, protecting, lighting, replacing and maintaining the areas of the building, parking lot, sidewalks, pylon sign and landscaped areas not available for lease to individual tenants. The costs shall include without limitation: utilities, equipment, supplies, janitorial services, employees' wages, social security and unemployment insurance contributions, benefits, rubbish and snow removal, maintenance and replacement of landscaping, contractual costs, and premiums for public liability, property damage, fire and extended coverage insurance and rental insurance. These costs shall include a reasonable reserve for repair and replacement of equipment used in the maintenance and operation of the building and all costs except those properly charged as capital expenses. Costs may also include an additional five per cent (5%) of all other costs as a management fee. Common area maintenance costs shall not include (i) administrative wages and salaries; i.e., wages and salaries of any employee above the grade of building manager; (ii) renting commissions; (iii) franchise taxes or income taxes of Landlord; (iv) real estate taxes on the land and the building; (v) costs of painting and decorating for any occupant's space; (vi) interest and amortization under mortgages; (vii) expenditures for capital improvements except (1) those which under generally applied real estate practice are expenses or regarded as deferred expenses and (2) for capital improvements required by law or (3) for capital improvements which are designed to result in a saving in the amount of common area maintenance costs, in any of such cases the cost thereof shall be included in common area maintenance costs for the given lease year in which the costs are

incurred and subsequent lease years, on a straight line basis, to the extent that such items are amortized over an appropriate period, but not more than ten years, (viii) the cost of installing, operating and/or maintaining any specialty service run by Landlord or its agents, such as a luncheon club, athletic or recreational club, and (ix) the following items: depreciation of the building; ground lease rents; advertising costs; attorney's fees in connection with leasing activities, a sale or re-financing of the building, or litigation with tenants, subtenants or other occupants of the building; amounts recovered by Landlord as insurance proceeds or condemnation awards to the extent they are compensation for sums previously included in common area maintenance costs; any fines, penalties, late payment charge, default charges or similar punitive amounts paid or incurred by Landlord in connection with, or as a result of, existing violations of applicable laws; the costs of complying with any laws and regulations relating to hazardous materials (including fines, penalties and interest thereon).

30.2. Landlord shall provide Tenant with an estimate of common area maintenance costs (based on the prior year's common area maintenance costs. Tenant shall pay Landlord one-twelfth of said estimated common area maintenance cost each month, as Additional Rent. At least once each year, Landlord shall supply Tenant with an account of common area maintenance costs. Within thirty (30) days after receipt of same, Tenant will pay Landlord any shortage resulting from the payment of the estimated amounts; or Landlord will credit or pay Tenant with any overage resulting from the payment of the estimated amounts as compared to the actual amounts of common area maintenance costs. Landlord shall provide Tenant with all documentation reasonably requested by Tenant to verify Landlord's calculation of the CAM additional rent, including not limited to copies of invoices, estimates and paid bills.

30.3. Tenant shall be responsible for additional C.A.M. costs, if any, in the event that extraordinary maintenance and/or security expenses, i.e., beyond the scope of normal tenancy, such standard shall be the same as applied to any other tenant, and incurred by Landlord as a result of Tenant's use and occupancy of the Lease premises.

30.4. Landlord represents that payable 2001 CAM and taxes applicable to the Premises are \$1,050./month. Landlord shall supply Tenant with an itemized account of actual impositions, as herein provided.

Article 31. Consumer Price Index ("C.P.I.")

For the purposes of this Lease, the Consumer Price Index ("C.P.I.") shall be the monthly cost of living index published by the Bureau of Labor Statistics of the United States Department of Labor (or any successor bureau or agency of the United States Government publishing such statistics), and, more particularly, the C.P.I. for All-Urban Consumers. All Items, New York, New York-Northeast New Jersey. If the C.P.I. shall be discontinued or the base changed, then there shall be substituted thereof such other generally accepted index of like character as will properly measure change in the purchasing power of the currency, it being the intention of the parties that the rental herein fixed and the insurance herein provided for shall be adjusted on the dates herein provided to reflect inflationary changes, if any, which may occur.

Article 32. Parking

Tenant shall direct its employees, guests, invitees and/or agents to park in areas designated by the Landlord and to follow reasonable parking rules and regulations promulgated by and enforceable by Landlord. Landlord shall be responsible for enforcement of such rules and regulations, provided that such rules and regulations apply to all building tenants.

Article 33. Proportionate (Pro-Rate) Share

Tenant's proportionate ("pro-rata") share of taxes, common area maintenance costs, and/or other applicable costs and expenses shall be the percentage derived by dividing Tenant's Rental Space (3,500 square feet) by the total rental space in the Pascack Plaza building. For purposes of this lease, Tenant's pro-rata, or proportionate share shall be 3.5%; Tenant's pro-rata share of its floor shall be 40.5%.

Article 34. Guaranty

Tenant guarantees the performance by its assignees and/or subtenants, if any, of the terms and conditions of this lease. No extension, modification, forbearance, or failing to give notice on the part of the Landlord, its successors or assigns, shall operate as a release of the obligations under this guaranty.

Article 35. Validity/Partial Invalidity

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 36. Landlord's Consent

Whenever during the term of this lease the Landlord's consent is required, such consent shall not be unreasonably withheld and the Landlord shall either give his consent or denial, with reason therefore, in writing ten (10) business days after receipt of notice thereof. If the Landlord does not respond within ten (10) business days, such failure to respond shall be deemed an approval.

Article 37. Security Cameras

Tenant will contract an independent bonded security company to install security cameras at Tenant's cost and expense at suitable locations acceptable to Landlord. The security company will coordinate with Landlord with respect to location and installation of cameras. Landlord will not unreasonably withhold consent pertaining to this paragraph. Tenant will maintain such cameras. Landlord will afford Tenant access to the exterior cameras for maintenance and repairs. Landlord will have the right to access security film, in case of vandalism or other criminal behavior problems arise. Landlord will maintain the confidentiality of Tenant and Tenant's clients, except as related to such vandalism or other criminal behavior problems.

Article 38. Brokerage


The parties recognize Benson Commercial Realty, Inc., as broker. Landlord will pay commission to said broker as per separate agreement.

IN WITNESS WHEREOF, the parties hereby affix their respective signatures as of the day and year first above written.

TENANT:

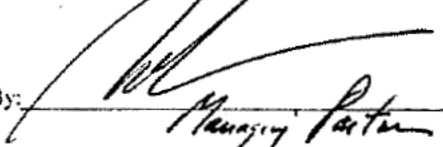
PLANNED PARENTHOOD, HUDSON PECONIC, INC.


By: 

Tenant's Federal Taxpayer
Identification Number: 

LANDLORD:

PASCACK INDUSTRIES

By: 
Managing Partner

Landlord's Federal Taxpayer
Identification Number: 

July 3, 2001

RECEIVED

JUL 10 2001

BUREAU OF
PROJECT MANAGEMENT

Mr. Dominic Testo, Director
Bureau of Project Management
New York State Department of Health
433 River Street, Suite 303
Troy, New York 12180-2299

Re: CON Application by
Planned Parenthood Hudson Peconic, Inc. for
Relocation of [REDACTED] center

Dear Mr. Testo:

We respectfully submit herewith our Certificate of Need Application (CON) for Administrative Review for the relocation of Planned Parenthood Hudson Peconic, Inc. [REDACTED] medical center to a new location in Spring Valley. Also included in this submission is a \$1000 certified check made payable to the New York State Department of Health. As is more fully set forth in the CON, the reasons for the relocation are compelling and we are persuaded that our clients will be better served by this move.

It is our expectation that construction will commence shortly, and be completed by November 1 of this year. It is with this date in mind that we also request that this CON receive consideration for an expedited review.

Please call me if any additional information is required.

Very truly yours,

[REDACTED]
[REDACTED] Chief Operating Officer

Cc: [REDACTED], President/Chief Executive Officer, PPHP
[REDACTED], Chair, Board of Directors, PPHP

Encs.

[REDACTED]

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Certificate of Need Application

General Information
Page 1 of 1

8 Copies
CH#8555

General Information

I Facility Identification

Operating Certificate No. 5902208R **Facility Name** Planned Parenthood Hudson Peconic, Inc. **PFI No.** 1049

Facility Address **Name and Title of Contact Person**
[Redacted] Chief Operating Officer

City **County** **Zip** **Street and Number**
[Redacted]

Name of Operator **City** **State** **Zip**
Planned Parenthood Hudson Peconic, Inc. [Redacted]

Street and Number **Telephone Number**
[Redacted]

City **State** **Zip** **Name of Administrator**
[Redacted] President/Chief Executive Officer

Address of the site/location of the proposed activity
[Redacted]

II Project Outline

Facility Type (1)	Code (2)	Proposed Solution/Action (3)	Code (4)	Functional Areas/Services/Bed Types Affected (5)
N	7	Relocation - vacated space remains unused	471	Family Planning O/P

III Board Resolution and Authorizing Signature

Board Resolution for Corporate Applicants.... Attached () Not Required (x)

Authorizing Signature: The undersigned hereby certifies under penalty of perjury I am duly authorized to subscribe and submit this application and that the information contained herein and attached hereto except that relating to Schedule 3. Environmental Assessment, Schedule 10. Space Construction Cost Distribution and Schedule 16. Assurances (which must be individually certified, is accurate, true and complete in all material respects. I further acknowledge that the application will be processed pursuant to the provisions of Article 28 of the Public Health Law and the pertinent regulations adopted pursuant thereto including, but not limited to Part 709 and 710 of Title 10(Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

6/29/01 [Redacted Signature] [Redacted Type Name] President/CEO
Date Signature Type Name Title

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Certificate of Need Application

Schedule 1

Checklist of Schedules

Schedule No.	Schedule Name	Submitted	Not Required
1	Checklist of Schedules	X	
2	Project Narrative	X	
3	Environmental Assessment	X	
4	Total Project Cost	X	
5	Proposed Plan for Project Financing	X	
6	Annual Operating Costs	X	
7	Annual Operating Revenues	X	
8	Inpatient and Outpatient Services Utilization	X	
9	Utilization / Discharge & Patient Days		X
10	Space and Construction Cost Distribution	X	
11	Architectural Submission or Letter of Certification	X	
12	Moveable Equipment	X	
13	Certified Services	X	
14	Bed Components		X
15	Staffing	X	
16	Assurances	X	

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Certificate of Need Application

Schedule 2

Project Narrative

1 of 2

Planned Parenthood Hudson Peconic, Inc., serving [REDACTED] Rockland and [REDACTED] Counties, with headquarters is [REDACTED] currently operates two centers in Rockland County: a full-time diagnostic center at [REDACTED] and a part-time site at [REDACTED]. Programs include family planning; cancer detection; venereal disease and health education. Patient services in the centers are strong including a significant Spanish speaking population; education projects run in conjunction with the County's Division for Youth and supported by the County have been expanded; and, recently a TIPS project (Teen Information and Peer Service) program has begun.

The [REDACTED] of PPHP has functioned in the same space for over 30 years. Although the center has been renovated several times, the physical plant is no longer suitable. Deficiencies extend to: fire safety; handicapped accessibility; an inadequate floor plan; lack of privacy for counseling services; an insufficient number of examining rooms; improper ventilation; poor elevators in the building; and concerns about appropriate security. When the Family Planning Program was reviewed by the NYSDOH in April 2000, there were citations issued regarding handicapped accessibility of Planned Parenthood's center and fire safety concerns for the building. We have maintained the facility's Diagnostic and Treatment Center license through "grand fathering", which is no longer acceptable.

In the summer of 2000, PPHP's Board of Directors authorized a search for new quarters which would enable us to combine sites, consolidate programs, and meet all ADA, NYSDOH, and NFDA code requirements.

We are, therefore, pleased that PPHP has been able to enter into a lease for approximately 3,000 square feet of space at 25 Perlman Drive, Spring Valley, New York to house our programs. We plan to relocate the programs at our [REDACTED] to Spring Valley; we plan to close the present part-time center in Haverstraw and accommodate all patients in Spring Valley. This application covers the relocation of the full-time center only. Requirements related to closing the part-time site were filed by letter June 12, 2001 with Ms. Diane Smith, Program Administrator, Bureau of Hospital and Primary Care Service, NYSDOH.

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Certificate of Need Application

Schedule 2

Project Narrative

2 of 2

The new location in Spring Valley is strategically located adjacent to the [REDACTED] of the [REDACTED] at the intersection of [REDACTED] and [REDACTED]. The [REDACTED] and [REDACTED] also junction nearby. Public transportation is provided by bus within a few yards of the building. There is adequate, well-lighted parking. We believe that this location will be safe and convenient for day, evening and weekend appointments for all of our clients throughout the county.

During the calendar year 2000, 3,600 unduplicated clients were served in the two Rockland centers, an increase of 22% over the previous calendar year. Experience thus far in 2001 indicates stable client utilization. These clients made a total of 6,152 visits, an increase of 14% over the prior year. Given the more central location, easier accessibility, improved facilities and expanded clinic hours, PPHP is planning for a modest 5% increase of clients during the first full year the relocated center is opened.

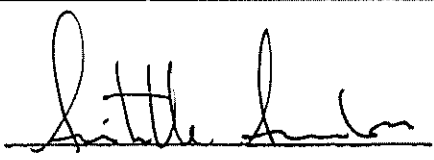
Planned Parenthood Hudson Peconic, Inc. anticipates funding the initial capital costs of relocating to Spring Valley through private contributions. Annual operating costs for the Spring Valley center are projected to increase a modest 9% and will be covered within routine budgets for the agency.

administrative review

Certificate of Need Application

Schedule 3

Environmental Assessment

Part I 1. If this application involves construction will it: (a) change land use or density? <u>N</u> (b) have permanent effect on the environment If temporary land use is involved? <u>N</u> (c) require work related to the disposition of asbestos? <u>N</u>	10. Will the project have any adverse impact on public health or safety? <u>Y/N</u> 11. Will the project affect the existing community by directly causing growth in a permanent population of more than 5% over a one year period or have a major negative effect on the character of the community or neighborhood? <u>Y/N</u>
<p>If the answer to the above is yes, then Parts II and III must be completed. All applicants must complete the signature block.</p> Part II (A) If any question in Part II is answered YES, the project may be significant and more information will be necessary. (B) If all questions in Part II are answered NO, it is likely that the project is not significant. 1. Does the project meet or exceed any of the thresholds listed below or if the project involves expansion of the facility by more than 50% of the thresholds listed below, does the proposed expansion plus the existing facility meet or exceed any of the thresholds listed below? Check the appropriate boxes below. (a) the physical alteration of 10 acres or more? <u>Y/N</u> (b) use ground/surface water or discharge waste water to ground/surface waters in excess of 2,000,000 gal/day? <u>Y/N</u> (c) parking for 1,000 vehicles or more? <u>Y/N</u> (d) in a city, town, or village of 150,000 population or less, will the project entail more than 100,000 square feet of gross floor area? <u>Y/N</u> (e) 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? <u>Y/N</u>	12. 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 pre-historic 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? <u>N</u> 13. 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? <u>Y/N</u> 14. Is the project within the Coastal Zone as defined in Executive Law, Article 42? <u>Y/N</u> Part III 1. List all other state or local agencies involved in approval of project: <u>Spring Valley Building Dept.</u> 2. Has any other agency made an environmental review of the project? If so, give name <u>No</u> 3. Is there public controversy concerning environmental aspects of the project? If yes, attach description. Attachment #
2. In a locality without any zoning regulation to height, will the project contain any structure exceeding 100 feet above the original ground area? <u>Y/N</u> 3. Is the project wholly or partially within an agricultural district certified pursuant to Agricultural and Markets Law, Article 25, Section 303? <u>Y/N</u> Will the project: 4. significantly affect drainage flow on adjacent sites? <u>Y/N</u> 5. affect any threatened or endangered plant or animal species? <u>Y/N</u> 6. result in a major adverse effect on air quality? <u>Y/N</u> 7. have a major effect on visual character of the community or scenic views or vistas known to be important to the community? <u>Y/N</u> 8. result in major traffic problems or have a major effect on existing transportation systems? <u>Y/N</u> 9. regularly cause objectionable odors, noise, glare, vibration or electrical disturbances as a result of the projects operation? <u>Y/N</u>	Preparer's Signature: <u></u> Print name: <u>Aristotle Andon</u> Title: <u>Principal</u> Date: <u>6/14/01</u> Representing: <u>Andon Architects PC</u>

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Certificate of Need Application

Schedule 4

Total Project Cost

Item	Cost as of Filing Date of Application	Escalation to Midpoint of Construction. Escalation is Projected at ___ % per year	Estimated Project Costs
1.1 Land Acquisition			
1.2 Building Acquisition			
2.1 New Construction			
2.2 Renovation & Demolition	\$77,500		\$77,500
2.3 Site Development			
2.4 Temporary Power			
3.1 Design Contingency	3,000		3,000
3.2 Construction Contingency	7,750		7,750
4.1 Fixed Equipment (NIC)	20,000		20,000
4.2 Planning Consult Fees			
4.3 Arch/Engineering/Design Fees	30,000		30,000
4.4 Construction Manager Fees			
4.5 Other Fees (Consultant, etc.)			
4.6 CON Fee	\$1,000	\$1,000	\$1,000
Subtotal (1.1 thru 4.5)	138,250		138,250
5.1 Moveable Equipment	101,051.55		101,051.55
6 Total Basic Cost of Construction (1.1 thru 5.1)	240,301.55		240,301.55
7.1 Financing Costs (points etc).			
7.2 Interim Interest Expense (Total Interest on Construction Loan: ___ @ ___ % for ___ mos)			
8 Estimated Total Project Cost (total 6 thru 7.2)	240,301.55		240,301.55

Construction Start Date 8/1/01

Midpoint of Construction Date 9/15/01

Construction Completion Date 11/01/01

Est # of Mos to Complete Construction 4

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Schedule 5

Proposed Plan for Project Financing

A. Lease A complete copy of each proposed lease must be submitted. Attachment # <u>NA</u>	<table><thead><tr><th>Item</th><th>Net Price as if Purchased</th></tr></thead><tbody><tr><td>_____</td><td>\$ _____</td></tr><tr><td>_____</td><td>\$ _____</td></tr><tr><td>_____</td><td>\$ _____</td></tr></tbody></table>	Item	Net Price as if Purchased	_____	\$ _____	_____	\$ _____	_____	\$ _____		
Item	Net Price as if Purchased										
_____	\$ _____										
_____	\$ _____										
_____	\$ _____										
B. Cash Attach a copy of the latest certified financial statement and interim monthly or quarterly financial reports to cover the balance of time to date. Attachment # <u>1</u>	<table><tbody><tr><td>Accumulated Funds</td><td>\$ <u>128,000.</u></td></tr><tr><td>Sale of Existing Assets *</td><td>\$ _____</td></tr><tr><td>Other (gifts, grants**, etc)</td><td>\$ <u>280,000.</u></td></tr><tr><td>TOTAL CASH</td><td>\$ <u>408,000.</u></td></tr></tbody></table> <p>*Attach a full and complete description of the assets to be sold. Attachment # _____.</p> <p>**If grants, attach a description of the source of financial support. Attachment # <u>2</u>.</p>	Accumulated Funds	\$ <u>128,000.</u>	Sale of Existing Assets *	\$ _____	Other (gifts, grants**, etc)	\$ <u>280,000.</u>	TOTAL CASH	\$ <u>408,000.</u>		
Accumulated Funds	\$ <u>128,000.</u>										
Sale of Existing Assets *	\$ _____										
Other (gifts, grants**, etc)	\$ <u>280,000.</u>										
TOTAL CASH	\$ <u>408,000.</u>										
C. Debt Financing Attach a copy of the proposed letter of interest from the intended source of permanent financing. This letter must include the estimate of the principal, term, interest rate and payout period presently being considered. Attachment # <u>NA</u>	<table><tbody><tr><td>Principal</td><td>\$ _____</td></tr><tr><td>Interest rate</td><td>_____ %</td></tr><tr><td>Term</td><td>_____ Yrs</td></tr><tr><td>Payout Period</td><td>_____ Yrs</td></tr><tr><td>Type Financing</td><td>_____</td></tr></tbody></table>	Principal	\$ _____	Interest rate	_____ %	Term	_____ Yrs	Payout Period	_____ Yrs	Type Financing	_____
Principal	\$ _____										
Interest rate	_____ %										
Term	_____ Yrs										
Payout Period	_____ Yrs										
Type Financing	_____										

To be considered for review, all applications must include a complete copy of the financing proposal.

administrative review

Certificate of Need Application

Schedule 6

Annual Operating Costs

Categories	First Full Year Annual Incremental Cost Impact
	1/1 12/31/2002 From to
1. Salaries & Wages	\$ 17,713.
2. Employee Benefits	3,542.
3. Professional Fees	-
4. Medical & Surgical Supplies	3,080.
5. Non-medical & Non-surgical Supplies	318.
6. Utilities	5,336.
7. Purchased Services	2,400.
8. Other Direct Expenses -	1,800.
9. Subtotal (total 1 thru 8)	34,188.
10 Interest	
11. Depreciation & Rent	11,766.
12. Total Incremental Operating Costs	\$ 45,954.

administrative review

Certificate of Need Application

Schedule 7

Annual Operating Revenues

Categories	First Full Year Annual Incremental Cost Impact
	1/1 12/31/2002 From ____ to ____
1. Daily Hospital Services	
2. Ambulatory Services	\$19,973.
3. Ancillary Services	
4. Total Gross Patient Care Services Rendered	
5. Deductions from Revenue	(999)
6. Net Patient Care Services Revenue	18,974.
7. Other Operating Revenue	-
8. Total Operating Revenue	18,974
9. Non-Operating Revenue	
10. Total Incremental Project Revenue	18,974.

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Certificate of Need Application

Schedule 8

Inpatient and Outpatient Services Utilization

Service Classification (1)	Utilization Measure (2)	Current Year 1/2000 to 12/00 (3)	First Full Year After Project Implementation (4)	Percent Outpatient (5)
471 - Family Planning O/P	Visits/Yr	6,152	6,500	100%
404 - Cancer Detection	Cases/Yr	inc. above		100%
429 - Venereal Disease O/P	Visits/Yr	inc. above		100%
472 - Health Education	Visits/Yr	150 programs/ 3,143 participants	165 programs/ 3,400 participants	100%

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Certificate of Need Application

Schedule 10

Space & Construction Cost Distribution{

☐ new

☒ alteration

Location Bldg No. (1)	Floor No. (2)	Sect No. (3)	Code and Funtional Category Description (4)	Function Gross SF (5)	Construction Cost per SF (6)	Total Construction Cost (7)	(ALT) Scope of Work (8)
1	1	1	903; Admitting	200 sf	\$24	\$4,800	
1	1	1	911; Medical Records	200 sf	24	4,800	
1	1	2	923; Lobby/Waiting/Public	800 sf	24	19,200	
1	1	3	472; Health Education	500 sf	24	12,000	
1	1	3;5	471;429;404; Family Plan- ning; Venereal Disease Cancer Detection	1,800 sf	24	43,200	

1. If new construction is involved, is it freestanding? ___ Yes ___ No

2. (Check where applicable) The facilities to be affected by this project are located in a :
___ Dense Urban ___ x Other Metropolitan or Suburban ___ Rural Area

3. This submission consists of: ___ New Construction Report Number of Pages ___
___ Alteration Construction Report Number of Pages ___

APPLICANT OR REPRESENTATIVE ▼

OR

▼ PROJECT ARCHITECT ENGINEER OR ESTIMATOR

Signature

Signature of Preparer

Print or Type Name

Firm Name, Project Engineer or Estimator

President/CEO

Title

Mailing Address

Date

City and State

Area Code and Telephone Number

Area Code and Telephone Number

administrative review

Certificate of Need Application

Schedule 11

Architectural Submission or Letter of Certification

Enter the appropriate attachment number of your submission.

Copy of Architectural
Submission transmittal letter:

Attachment # _____

OR

Architect's Letter
of Certification
(See Sample in Appendix D)

Attachment # 1

administrative review

Certificate of Need Application

Schedule 12

Moveable Equipment

Table I: New Equipment Description

Funct. Area (1)	Machine (2)	Model (3)	Manufacturer (4)	Model Year (5)	Utilization (6)	Lease Amount Purchase Price (7)
	See attached lists; Schedules 12A & 12B					

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

Table II: Equipment Replacement (one-for-one only)

Funct. Area (1)	Machine (2)	Model (3)	Manufacturer (4)	Model Year (5)	Utilization (6)	Lease Amount Purchase Price (7)

On the first line list the new equipment, on the second line list the equipment that is being replaced.

Table III: Equipment Replacement (not one-for-one)

Funct. Area (1)	Machine (2)	Model (3)	Manufacturer (4)	Model Year (5)	Utilization (6)	Lease Amount Purchase Price (7)

Description of what is being done with old equipment: Attachment # _____

Medical Equipment

Schedule 12A

Description	Quantity	Price/Unit	Price Extended
Autoclave	1	\$ 3,364.00	\$ 3,364.00
Blood drawing chair	1	220.00	220.00
Utility carts	3	660.00	1,980.00
Exam lamps (mountable to table)	3	679.00	2,037.00
Exam stools	3	110.00	330.00
Exam Tables w/warming tray	3	962.00	2,886.00
Hemotocrit Machine	1	1,100.00	1,100.00
IUD sets	3	220.00	660.00
Speculum	20	110.00	2,200.00
Microscope	1	1,575.00	1,575.00
Refrigerators	3	250.00	750.00
Scale	2	330.00	660.00
Sphygmometer/ rolling stand	1	150.00	150.00
wall mounted	4	110.00	440.00
Ultrasound machine	1	30,000.00	30,000.00
Eye wash station	1	400.00	400.00

Office Equipment**Schedule 12B**

<u>Description</u>	<u>Quantity</u>	<u>Price/Unit</u>	<u>Price Extended</u>
30" round table (childrens)	1	202.00	202.00
Junior chairs	4	110.00	440.00
Arm chairs	21	148.00	3,108.00
Task chairs w/arms	14	248.00	3,472.00
Conference chairs	12	450.00	5,400.00
Conference table	1	1,000.00	1,000.00
Desks 30 x 60 w/credenza	1	660.00	660.00
Desks 30 x 100 w/return	1	1,550.00	1,550.00
"P" top desks	2	560.00	1,120.00
Lab stools	1	105.00	105.00
Curtains & tracks for exam table	3		
Lateral files	2	463.00	926.00
Staff Lockers	5	152.80	764.00
Patient file cabinets	6	1,139.00	6,834.00
End tables	3	248.00	744.00
AV cart	1	299.00	299.00
TV/VCR	1	349.00	349.00
Magazine Rack	1	196.00	196.00
Toy Chest	1	75.00	75.00
Tall covered garbage pails, exam room, foot operated	5	84.95	424.75
Small covered garbage pails, exam room, foot operated	4	46.95	187.80
Waste basket	6	10.00	60.00
Conference Room TV	1	299.00	299.00
Easel	1	305.00	305.00
Projection screen	1	129.00	129.00
Slide projector	1	350.00	350.00
Baby changing table	1	300.00	300.00
Library/Resource Center	1	7,500.00	7,500.00
Artwork	10	250.00	2,500.00
Placques	3	1,000.00	3,000.00
Computers	10	1,000.00	10,000.00

Schedule 13

administrative review

Certificate of Need Application

Schedule 15

Staffing

Categories	Current Year	First Year Implementation
	From $\frac{8/00}{\text{mo/yr}}$ to $\frac{7/01}{\text{mo/yr}}$	From $\frac{8/01}{\text{mo/yr}}$ to $\frac{7/02}{\text{mo/yr}}$
1. Management & Supervision	1.3	1.3
2. Technician & Specialist	—	—
3. Registered Nurses	1.0	1.0
4. Licensed Vocational (Practical) Nurses Aides, Orderlies & Attendees	3.0	3.4
5. Physicians	—	—
6. Intern, Resident & Fellow Non-Physician Medical Practitioners	1.5	1.5
7. Social Workers & Psychologists*	—	—
8. Physical, Occupational & Rehabilitation Therapists*	—	—
9. Environment, Hotel & Food Service	—	—
10. Clerical & Other Administrative	—	—
11. Other Employee Classifications (Identify)	—	—
12. TOTAL NUMBER OF EMPLOYEES	6.8	7.2

* Use only for RHCF and D & T Center Proposals.

Provide an attachment to describe any health professional teaching programs (in house staff training programs) associated with this project. Attachment # N/A.

administrative review

Certificate of Need Application

Schedule 16

Assurances

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;

The applicant will obtain the approval of the commissioner of all required submissions, which shall conform to the standards of construction and equipment pursuant to 10 NYCRR;

The applicant will obtain the approval of the commissioner of the final working drawings and specifications, which shall conform to the standards of the construction and equipment of 10 NYCRR, prior to contracting for construction, unless otherwise provided for in section 710.7 of 10 NYCRR;

The applicant will cause the project to be completed in accordance with the application and approved plans and specifications;

The applicant will provide and maintain competent and adequate architectural or engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications;

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 which are not in compliance with 10 NYCRR Section 711.4 through 711.8 of this Title, or other pertinent provisions of 10 NYCRR Chapter 5 Subchapter C, unless a waiver is granted to specific provisions by the commissioner, under 10 NYCRR Section 711.9;

The facility will be operated and maintained in accordance with the standards prescribed by law; and

The applicant will comply with the provisions of the Public Health Law and the applicable provisions of 10 NYCRR with respect to the operation of all established, existing medical facilities in which the applicant has a controlling interest;

Signature

Date

6/29/07

Type Name

MPA

President/CEO

Title

administrative review

Certificate of Need Application

Attachments

Page # 5.1.1 -
5.1.2

Schedule # 5: Attachment # 1 Title: Certified Financial Statements;
Interim Monthly Financial Reports

**PLANNED PARENTHOOD
HUDSON PECONIC, INC.**

**FINANCIAL STATEMENTS
AND AUDITOR'S REPORT**

DECEMBER 31, 2000

**PLANNED PARENTHOOD
HUDSON PECONIC, INC.**

TABLE OF CONTENTS

Independent Auditor's Report

Exhibit

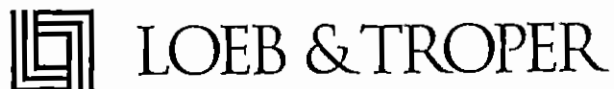
A - Statement of Activities

B - Statement of Functional Expenses

C - Balance Sheet

D - Statement of Cash Flows

Notes to Financial Statements

**LOEB & TROPER****Independent Auditor's Report**

**Board of Directors
Planned Parenthood
Hudson Peconic, Inc.**

We have audited the accompanying balance sheet of Planned Parenthood Hudson Peconic, Inc. as of December 31, 2000, 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. The prior year summarized comparative information has been derived from Planned Parenthood Hudson Peconic, Inc.'s December 31, 1999 financial statements and, in our report dated May 25, 2000, we expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with generally accepted auditing standards. 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 Hudson Peconic, Inc. as of December 31, 2000, and the changes in its net assets and its cash flows for the year then ended in conformity with generally accepted accounting principles.

April 3, 2001

PLANNED PARENTHOOD
HUDSON PECONIC, INC.

EXHIBIT A

STATEMENT OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2000
(With Summarized Financial Information
for the Year Ended December 31, 1999)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>	
				<u>2000</u>	<u>1999</u>
Operating revenues					
Contributions	\$ 33,500			\$ 33,500	\$ 105,700
Government support (Note 3)	3,891,189			3,891,189	3,709,866
Patient fees	3,197,864			3,197,864	3,010,519
Medicaid fees (Note 4)	3,752,499			3,752,499	3,349,993
Donated services	63,558			63,558	35,793
Other operating revenues	<u>5,403</u>			<u>5,403</u>	<u>22,972</u>
Total operating revenues	<u>10,944,013</u>			<u>10,944,013</u>	<u>10,234,843</u>
Operating expenses					
Clinical services	8,764,263			8,764,263	8,234,617
Education	614,029			614,029	589,340
Public policy	<u>453,337</u>			<u>453,337</u>	<u>244,2</u>
Total program services	9,831,629			9,831,629	9,068,190
Management and general	<u>1,445,904</u>			<u>1,445,904</u>	<u>1,693,590</u>
Total operating expenses	<u>11,277,533</u>			<u>11,277,533</u>	<u>10,761,780</u>
Change in net assets from operations	(333,520)			(333,520)	(526,937)

-continued-

PLANNED PARENTHOOD
HUDSON PECONIC, INC.

EXHIBIT A-

-2-

STATEMENT OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2000
(With Summarized Financial Information
for the Year Ended December 31, 1999)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>	
				<u>2000</u>	<u>1999</u>
Other changes in net assets					
Contributions	\$ 1,531,197			\$ 1,531,197	\$ 1,274,258
Special events	489,563			489,563	451,304
Campaign 2000 contributions		\$ 1,800		1,800	692,200
Rockland campaign		404,416		404,416	
Government support (Note 3)	34,000			34,000	
Investment income (Note 5)	195,819			195,819	323,795
Fund-raising expenses	(666,824)			(666,824)	(566,055)
Direct costs of special events	(27,756)			(27,756)	(73,366)
Bad debt loss (pledges)					(58,637)
Net assets released from restrictions (Note 12)	<u>67,912</u>	<u>(67,912)</u>			
Change in net assets (Exhibit D)	1,290,391	338,304		1,628,695	1,516,562
Net assets - beginning of year	<u>10,735,219</u>	<u>104,337</u>	<u>\$ 138,243</u>	<u>10,977,799</u>	<u>9,461,257</u>
Net assets - end of year (Exhibit C)	<u>\$ 12,025,610</u>	<u>\$ 442,641</u>	<u>\$ 138,243</u>	<u>\$ 12,606,494</u>	<u>\$ 10,977,799</u>

See independent auditor's report.

The accompanying notes are an integral part of these statements.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2000
(With Summarized Financial Information
for the Year Ended December 31, 1999)

	Program Services				Supporting Services				Total	
	Clinical Services	Education	Public Policy	Total	Management and General	Fund Raising	Direct Costs of Special Events	Total	2000	1999
Salaries	\$ 4,075,924	\$ 298,254	\$ 199,377	\$ 4,573,555	\$ 733,528	\$ 333,552		\$ 1,067,080	\$ 5,640,635	\$ 5,415,950
Payroll taxes	369,922	27,400	18,294	415,616	68,185	30,230		98,415	514,031	489,825
Employee benefits	442,516	32,679	21,952	497,147	81,235	36,259		117,494	614,641	479,550
Contracted personnel and temporary help	339,266	8,327	250	347,843	62,857	3,165		66,022	413,865	282,606
Total personnel service expenses	5,227,628	366,660	239,873	5,834,161	945,805	403,206		1,349,011	7,183,172	6,667,931
Laboratory services	646,838			646,838					646,838	729,895
Donated laboratory services	63,558			63,558					63,558	35,793
Supplies and medications	737,977	15,507	4,753	758,237	19,000	6,389		25,389	783,626	709,171
Occupancy	791,490	10,545	15,475	817,510	82,119	26,489		108,608	926,118	821,637
Travel and meetings	76,400	16,065	16,673	109,138	27,706	11,614	\$ 27,756	67,076	176,214	162,690
Equipment rental and repair	116,451	3,473	2,633	122,557	17,484	23,658		41,142	163,699	153,347
Professional and consulting fees	51,698	62,270	28,655	142,623	157,261	40,825		198,086	340,709	254,427
Telephone	137,687	18,389	5,878	161,954	30,157	8,046		38,203	200,157	205,258
Postage and shipping	25,856	3,574	1,691	31,121	12,717	30,348		43,065	74,186	83,365
Printing and publications	48,846	12,884	3,557	65,287	3,869	59,696		63,565	128,852	123,000
PPFA dues	137,985			137,985					137,985	114,773
Other dues and memberships	6,755	335	126,133	133,223	9,291			9,291	142,514	138,149
Medical liability insurance	116,196			116,196					116,196	111,357
Advertising and publicity	25	93,032	681	93,738		32,546		32,546	126,284	79,613
Staff recruitment					60,783	5,000		65,783	65,783	89,185
New York State assessment										8,158
Bad debts	236,888			236,888					236,888	393,203
Interest					50,135			50,135	50,135	31,837
Depreciation and amortization	340,610	10,760	6,135	357,505	29,233	9,863		39,096	396,601	354,474
Miscellaneous	1,375	535	1,200	3,110	344	9,144		9,488	12,598	133,938
Total expenses	\$ 8,764,263	\$ 614,029	\$ 453,337	\$ 9,831,629	\$ 1,445,904	\$ 666,824	\$ 27,756	\$ 2,140,484	\$ 11,972,113	\$ 11,401,200

See independent auditor's report.

The accompanying notes are an integral part of these statements.

EXHIBIT C

PLANNED PARENTHOOD
HUDSON PECONIC, INC.

BALANCE SHEET

DECEMBER 31, 2000
(With Summarized Financial Information
for December 31, 1999)

	<u>2000</u>	<u>1999</u>
ASSETS		
Current assets		
Cash	\$ 1,854,880	\$ 1,769,263
Investments (Note 5)	2,362,487	1,401,181
Clinical fees receivable (net of allowance for doubtful accounts of \$236,888 in 2000) (Note 4)	1,169,029	745,128
Due from government agencies (Note 3)	243,883	113,351
Contributions receivable (Note 6)	177,240	238,863
Inventories, prepaid expenses and other receivables	<u>301,184</u>	<u>278,470</u>
Total current assets	6,108,703	4,546,256
Contributions receivable (Note 6)	190,339	23,300
Investments held for permanent endowment (Note 5)	138,243	138,243
Fixed assets (net of accumulated depreciation and amortization) (Note 7)	<u>7,611,527</u>	<u>7,841,095</u>
Total assets	\$ <u>14,048,812</u>	\$ <u>12,548,894</u>

-continued-

EXHIBIT C

-2-

PLANNED PARENTHOOD
HUDSON PECONIC, INC.

BALANCE SHEET

DECEMBER 31, 2000
(With Summarized Financial Information
for December 31, 1999)

	<u>2000</u>	<u>1999</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 867,860	\$ 703,789
Accounts payable - construction		15,200
Advances from government agencies		130,845
Mortgages payable - current portion (Note 8)	26,711	34,087
Obligation under capital leases - current portion (Note 10)	<u>11,447</u>	<u>55,702</u>
Total current liabilities	906,018	939,623
Long-term liabilities		
Mortgages payable (Note 8)	526,175	608,350
Obligation under capital leases (Note 10)	<u>10,125</u>	<u>23,122</u>
Total liabilities	<u>1,442,318</u>	<u>1,571,095</u>
Net assets (Exhibit A)		
Unrestricted	12,025,610	10,735,219
Temporarily restricted (Note 12)	442,641	104,337
Permanently restricted (Note 12)	<u>138,243</u>	<u>138,243</u>
Total net assets	<u>12,606,494</u>	<u>10,977,799</u>
Total liabilities and net assets	<u>\$ 14,048,812</u>	<u>\$ 12,548,894</u>

See independent auditor's report.

The accompanying notes are an integral part of these statements.

EXHIBIT D

PLANNED PARENTHOOD
HUDSON PECONIC, INC.

STATEMENT OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2000 AND 1999

	<u>2000</u>	<u>1999</u>
Cash flows from operating activities		
Change in net assets (Exhibit A)	\$ 1,628,695	\$ 1,516,562
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	396,601	354,474
Gains on investments	(59,790)	(222,164)
Campaign 2000 contributions	(1,800)	(692,200)
Rockland campaign contributions	(404,416)	
Decrease (increase) in assets		
Clinical fees receivable	(423,901)	(485,529)
Due from government agencies	(130,532)	178,942
Contributions receivable	(34,307)	72,816
Inventories, prepaid expenses and other receivables	(22,714)	(24,195)
Increase (decrease) in liabilities		
Accounts payable and accrued expenses	164,071	(193,902)
Advances from government agencies	<u>(130,845)</u>	<u>130,845</u>
Net cash provided by operating activities	<u>981,062</u>	<u>635,649</u>
Cash flows from investing activities		
Capital additions	(182,233)	(1,063,679)
Purchase of investments	(1,253,808)	(314,424)
Proceeds from sales of investments	<u>352,292</u>	<u>319,248</u>
Net cash used by investing activities	<u>(1,083,749)</u>	<u>(1,058,855)</u>

-continued-

PLANNED PARENTHOOD
HUDSON PECONIC, INC.

STATEMENT OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2000 AND 1999

	<u>2000</u>	<u>1999</u>
Cash flows from financing activities		
Campaign 2000 contributions received	\$ 214,030	\$ 1,071,585
Rockland campaign contributions received	121,077	
Repayment of mortgage loans	(89,551)	(120,404)
Repayment of obligation under capital leases	<u>(57,252)</u>	<u>(76,276)</u>
Net cash provided by financing activities	<u>188,304</u>	<u>874,905</u>
Net increase in cash	85,617	451,699
Cash - beginning of year	<u>1,769,263</u>	<u>1,317,564</u>
Cash - end of year	<u>\$ 1,854,880</u>	<u>\$ 1,769,263</u>
Supplemental disclosures		
Cash paid for interest	\$ <u>50,135</u>	\$ <u>78,102</u>
Cost basis of capital lease agreements entered into for equipment	\$ <u>-</u>	\$ <u>37,244</u>

See independent auditor's report.

The accompanying notes are an integral part of these statements.

PLANNED PARENTHOOD
HUDSON PECONIC, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2000

NOTE 1 - ORGANIZATION

Planned Parenthood Hudson Peconic, Inc. ("PPHP") is a not-for-profit organization licensed by the State of New York to operate centers wherein it may provide family planning and prenatal services, [REDACTED] services, health education, primary medical care, cancer detection and sexually transmitted infection testing and treatment. PPHP is affiliated with Planned Parenthood Federation of America, Inc. ("PPFA"). PPFA 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. PPHP is an autonomous organization with its own Board of Directors and management team. By virtue of its agreement with PPFA, PPHP solicits its own contributions through independent fund-raising efforts. PPHP is supported primarily by patient and Medicaid fees, government grants and contributions.

PPHP qualifies as a Section 501(c)(3) tax-exempt organization pursuant to the Internal Revenue Code and, therefore, its income is not subject to federal or state income taxes.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICES

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

Temporarily and permanently restricted net assets - Temporarily restricted net assets are those whose use by PPHP has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by PPHP in perpetuity.

Operating measure - PPHP considers all revenues and expenses related to providing programs and services to be operating. General contributions, special events, investment income, capital contributions and related expenses are considered nonoperating.

Contributions - Unconditional contributions, including promises to give cash and other assets, are reported at fair value at the date the contribution is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Restricted contributions received and expended in the same year are included in unrestricted revenues.

-continued-

**PLANNED PARENTHOOD
HUDSON PECONIC, INC.**

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2000

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICES (continued)

Functional allocation of expenses - The costs of providing PPHP's services have been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and supporting services benefitted.

Investments - Investments are recorded at fair value based on quoted market prices.

Inventories - Supplies inventories are valued at the lower of cost (on a first-in, first-out basis) or market.

Fixed assets - Fixed assets are stated at cost, if purchased, or if acquired by gift, at estimated fair value at the date of receipt. Depreciation and amortization are provided on the straight-line method based on the estimated useful lives of the assets or the life of the lease.

Building and improvements	5-40 years
Furniture and equipment	5-20 years
Leasehold improvements	5-10 years

Donated services - Donated services represent the value of contributed laboratory services.

NOTE 3 - GOVERNMENT SUPPORT

	<u>Revenues</u>	<u>Receivables</u>
NYS Family Planning (A)	\$3,626,336	\$ 157,552
NYS HIV Permanency Planning	87,228	39,913
Rockland County	20,000	
Rockland County - Division for Youth	10,401	4,715
██████ APPSP and CBAPP	74,437	13,281
██████ APPSP	9,876	
██████ PUP	62,911	28,422
State Legislative	<u>34,000</u>	
	<u>\$3,925,189</u>	<u>\$ 243,883</u>

(A) The New York State Department of Health issues one contract in support of family planning activities. Funds from multiple sources are aggregated in the contract: Federal Family Planning (Title X), Maternal and Child Health/State and Local Assistance (Title V), New York State Supplemental Funds and Temporary Assistance to Needy Families.

-continued-

**PLANNED PARENTHOOD
HUDSON PECONIC, INC.**

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2000

NOTE 4 - RETROACTIVE RATE ADJUSTMENT

At the time of the 1998 merger of Planned Parenthood of [REDACTED] and Rockland and Planned Parenthood of [REDACTED] County, PPHP applied to the New York State Department of Health for new blended Medicaid rates for clinic services. Since that time, PPHP has been paid at a lower rate. In April 2001, PPHP received approval of new higher Medicaid reimbursement rates retroactive to 1998.

Included in Medicaid fees and clinical fees receivable is \$700,000 representing the amount received by PPHP in April 2001. Additional monies may be forthcoming. However, management is not able to estimate the amount due.

NOTE 5 - INVESTMENTS

	<u>Cost</u>	<u>Market Value</u>
Corporate stocks	\$ 813,332	\$ 1,162,162
Corporate bonds	138,844	126,321
Government bonds	551,782	561,773
Cash equivalents	<u>650,474</u>	<u>650,474</u>
	<u>\$ 2,154,432</u>	<u>\$ 2,500,730</u>
Board designated portfolio		\$ 1,922,630
Capital portfolio		439,857
Permanently restricted portfolio		<u>138,243</u>
		<u>\$ 2,500,730</u>

Investment income consists of:

Interest and dividends	\$ 154,274
Gains	<u>59,790</u>
	214,064
Investment expenses	<u>(18,245)</u>
	<u>\$ 195,819</u>

-continued-

PLANNED PARENTHOOD
HUDSON PECONIC, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2000

NOTE 6 - CONTRIBUTIONS RECEIVABLE

Campaign 2000	\$ 45,700
Rockland campaign	283,339
Annual campaign	<u>38,540</u>
	<u>\$ 367,579</u>

Contributions receivable are due as follows:

2001	\$ 177,240
2002	107,000
2003	<u>100,000</u>
	384,240
Less discount to present value	<u>(16,661)</u>
	<u>\$ 367,579</u>

NOTE 7 - FIXED ASSETS

Land	\$ 445,000
Buildings and improvements	7,100,717
Furniture and equipment	1,840,776
Leasehold improvements	<u>1,150,291</u>
	10,536,784
Less accumulated depreciation and amortization	<u>(2,925,257)</u>
	<u>\$ 7,611,527</u>

-continued-

**PLANNED PARENTHOOD
HUDSON PECONIC, INC.**

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2000

NOTE 8 - MORTGAGES PAYABLE

- A. PPHP financed a portion of the purchase of its building in [REDACTED] through a 5-year bank loan secured by a mortgage on the [REDACTED] property. The amount of the loan was \$656,250, of which \$356,250 is at a fixed rate of 9.05%. Payments of principal and interest are \$3,217 per month through April 2001 with the unpaid principal balance due May 2001. The remaining \$300,000 is at a rate of prime plus 1%. Payments of principal and interest are \$1,250 per month through April 2001.

In September 1999, PPHP refinanced the above mortgage through May 2005. Payment of the fixed rate portion of the loan beginning June 2001 will be an amount necessary to fully amortize the principal over a term of 15 years with interest calculated at the subsequent fixed rate as determined by the bank. The variable rate portion of the loan will remain at prime plus 1% paid at \$1,250 per month plus interest. The entire unpaid portion of the principal balance along with accrued and unpaid interest shall become payable in May 2005.

The balance due as of December 31, 2000 is \$552,886.

Principal payments over the next five years are as follows:

2001	\$26,711
2002	27,237
2003	28,220
2004	29,283
2005	441,435

- B. PPHP financed a portion of the purchase of its building in [REDACTED], New York through a 10-year bank loan secured by a mortgage on the property. The original amount of the loan was \$1,000,000, with an initial interest rate of 8.5% fixed for the first five years commencing on October 1, 1998. The unpaid principal balance was due as a balloon payment in October 2003. The balance was repaid in 2000.

NOTE 9 - LINE OF CREDIT

At December 31, 2000, PPHP has an unsecured line of credit of \$250,000, bearing interest at prime.

-continued-

**PLANNED PARENTHOOD
HUDSON PECONIC, INC.**

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2000

NOTE 10 - LEASES

PPHP has entered into capital lease agreements for various equipment with a cost basis of \$271,661. These leases are treated as capital leases since each contains a bargain purchase option. Future minimum lease payments are as follows:

2001	\$ 15,970
2002	6,828
2003	6,828
2004	<u>543</u>
	30,169
Less amount representing interest	<u>(8,597)</u>
Present value of minimum lease payments	<u>\$ 21,572</u>

In addition, facilities used by PPHP for programs and services are rented under leases which expire in future years. A summary of commitments under such agreements are as follows:

2001	\$ 452,000
2002	366,000
2003	250,000
2004	184,000
2005	157,000

Rent expense in 2000 was \$460,102.

NOTE 11 - PENSION

PPHP participates in a defined contribution retirement plan made available through Planned Parenthood Federation of America, Inc. Under the plan, employees who work 1,000 hours per year, are twenty-one years of age and who have completed two years of service receive a fixed pension contribution of three percent of gross salary from PPHP. In addition, for any employee who makes a contribution to the tax deferred annuity plan, PPHP makes a fifty percent matching contribution to the plan, up to a maximum of three percent of salary. Pension expense for the year ended December 31, 2000 was \$147,552.

-continued-

PLANNED PARENTHOOD
HUDSON PECONIC, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2000

NOTE 12 - TEMPORARILY AND PERMANENTLY RESTRICTED NET ASSETS

Temporarily restricted net assets at December 31, 2000 are available for the following purposes:

Campaign 2000	\$ 38,225
Rockland campaign	<u>404,416</u>
	<u>\$ 442,641</u>

Permanently restricted net assets at December 31, 2000 are restricted to investment in perpetuity, the income from which is expendable to support education and awareness.

Temporarily restricted net assets were released from donor restrictions by incurring expenses satisfying the following restricted purpose:

	<u>\$ 67,912</u>
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NOTE 13 - CONCENTRATIONS

Financial instruments which potentially subject PPHP 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 HUDSON PECONIC, INC.
BALANCE SHEET
As of April 30, 2001

ASSETS**Current Assets**

Cash	2,324,603.76
Investments	3,129,718.97
Accounts Receivable	1,280,310.72
Other Receivables	12,973.00
Pledges Receivable	331,583.92
Allowance for Doubtful Accounts	(351,294.34)
Total Current Assets	6,727,896.03

Fixed Assets

Land	445,000.00
Buildings	6,913,927.62
Building Improvements	187,241.35
Leasehold Improvements	1,157,004.04
Furniture and Fixtures	1,578,625.29
Equipment	278,116.81
Vehicles	0.00
Total Assets	10,559,915.11
Less: Accumulated Depreciation	3,060,856.73
Net Fixed Assets	7,499,058.38

Other Assets

Inventory	160,664.62
Security Deposits	54,510.68
Other	150,296.48
Total Other Assets	365,471.78

TOTAL ASSETS**14,592,426.19****LIABILITIES AND FUND BALANCES****Current Liabilities**

Accounts Payable	380,548.51
Accrued Expenses	394,709.77
Payroll Taxes Payable	0.00
Pension Payable	19,105.47
Other Current Liabilities	(2,063.09)
Total Current Liabilities	792,300.66

Other Liabilities

Loans Payable	22,255.07
Mortgage Payable	544,648.46
Deferred Investment Income	(81,008.60)
Total Other Liabilities	485,894.93

Fund Balances

Unrestricted Fund	11,419,418.76
Temporarily Restricted Fund	1,048,829.00
Permanently Restricted (Ella Wilson/Horizon) Fund	138,243.00
Net Activity - Year to Date	707,739.84
Total Fund Balance	13,314,230.60

TOTAL LIABILITIES AND FUND BALANCES**14,592,426.19**

Date: 5/14/01

PLANNED PARENTHOOD HUDSON PECONIC, INC.

Statement of Income

For The 4 Months Ending April 30, 2001

Fund: 01

Unrestricted Fund

INCOME	MONTH				YEAR TO DATE				ANNUAL BUDGET
	ACTUAL	BUDGET	\$ VAR	% VAR	ACTUAL	BUDGET	\$ VAR	% VAR	
CONTRIBUTIONS									
INDIVIDUALS \$1-\$99	7,773	10,000	(2,227)	-22.3%	26,633	34,100	(7,467)	-21.9%	117,000
INDIVIDUALS \$100-\$999	7,159	9,000	(1,841)	-20.5%	31,690	23,170	8,520	36.8%	215,000
INDIVIDUALS \$1,000+	42,597	30,000	12,597	42.0%	90,610	95,000	(4,390)	-4.6%	920,000
BOARD GIVING	24,051	30,000	(5,949)	-19.8%	30,313	36,235	(5,922)	-16.3%	120,000
SPECIAL EVENTS	82,650	102,500	(19,850)	-19.4%	230,105	196,500	33,605	17.1%	510,000
FED. SUPPORT/REBATES	2,101	1,500	601	40.1%	4,420	6,712	(2,292)	-34.1%	73,000
FOUNDATIONS & CORP	999	500	499	99.8%	58,867	58,052	805	1.4%	278,200
THRIFT SHOP	0	0	0	0.0%	0	3,500	(3,500)	-100.0%	10,000
OTHER	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	167,330	183,500	(16,170)	-8.8%	472,638	453,279	19,359	4.3%	2,243,200
PATIENT FEES									
FAMILY PLANNING FEES	187,529	196,056	(8,527)	-4.3%	764,236	784,226	(19,990)	-2.5%	2,352,677
██████ FEES	78,892	68,126	10,766	15.8%	313,717	272,505	41,212	15.1%	817,514
COLPOSCOPY FEES	9,583	9,223	359	3.9%	33,096	36,893	(3,797)	-10.3%	110,679
OTHER	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	276,004	273,406	2,598	1.0%	1,111,049	1,093,624	17,425	1.6%	3,280,870
THIRD PARTY INSURANCE									
COMMERCIAL INSURANCE	15,220	10,289	4,931	47.9%	51,064	41,157	9,906	24.1%	123,471
MEDICAID MGD CARE INSURANCE	24,241	11,524	12,717	110.3%	88,371	46,098	42,274	91.7%	138,291
TOTAL	39,461	21,814	17,648	80.9%	139,435	87,255	52,180	59.8%	261,762
MEDICAID FEES									
FAMILY PLANNING	111,420	127,348	(15,928)	-12.5%	455,895	509,391	(53,497)	-10.5%	1,528,174
HIV	21,974	42,076	(20,103)	-47.8%	109,378	168,306	(58,927)	-35.0%	504,917
PRENATAL PCAP	51,968	61,421	(9,453)	-15.4%	233,919	245,685	(11,766)	-4.8%	737,057
██████	30,644	31,928	(1,284)	-4.0%	135,514	127,712	7,801	6.1%	383,137
COLPOSCOPY	4,086	3,681	406	11.0%	12,804	14,723	(1,919)	-13.0%	44,168
TASA	10,747	10,358	388	3.7%	41,821	41,433	387	0.9%	124,300
TOTAL	230,839	276,813	(45,974)	-16.6%	989,330	1,107,251	(117,920)	-10.6%	3,321,753
GOVERNMENT GRANTS									
NYS DH: FAMILY PLANNING	312,626	312,626	0	0.0%	1,250,505	1,250,505	0	0.0%	3,751,514
NYS DH: HIV PROJECTS	7,725	7,725	0	0.0%	30,675	30,900	(225)	-0.7%	92,700
NYS DH: ██████ PUP	5,643	5,643	0	0.0%	22,572	22,572	0	0.0%	67,717
APPSP: ██████	0	1,246	(1,246)	-100.0%	7,476	4,984	2,492	50.0%	14,952
APPSF: ██████	3,141	3,596	(455)	-12.6%	13,408	14,383	(974)	-6.8%	43,148
OTHER GRANTS	2,699	5,667	(2,968)	-52.4%	38,041	40,168	(2,127)	-5.3%	110,504
TOTAL	331,834	336,503	(4,669)	-1.4%	1,362,678	1,363,512	(834)	-0.1%	4,080,535
OTHER									
TRAINING FEES	3,765	5,000	(1,235)	-24.7%	10,060	11,000	(940)	-8.5%	23,000
INTEREST/DIVIDENDS	7,321	4,583	2,738	59.7%	28,448	18,333	10,114	55.2%	55,000
OTHER INCOME	50	42	8	20.0%	16,544	167	16,378	9825.9%	500
TOTAL	11,136	9,625	1,511	15.7%	55,052	29,500	25,552	86.6%	78,500
TOTAL INCOME	1,056,605	1,101,660	(45,055)	-4.1%	4,130,182	4,134,420	(4,238)	-0.1%	13,266,620

PLANNED PARENTHOOD HUDSON PECONIC, INC.

Statement of Income

For The 4 Months Ending April 30, 2001

Fund: 01

Unrestricted Fund

EXPENSE	MONTH				YEAR TO DATE				ANNUAL BUDGET
	ACTUAL	BUDGET	\$ VAR	% VAR	ACTUAL	BUDGET	\$ VAR	% VAR	
<u>SALARIES AND BENEFITS</u>									
SALARIES	474,446	533,638	(59,192)	-11.1%	1,890,024	2,134,550	(244,526)	-11.5%	6,403,650
CONTRACTED STAFF	50,738	32,550	18,188	55.9%	155,089	131,141	23,949	18.3%	393,542
PAYROLL TAXES	42,904	48,027	(5,123)	-10.7%	180,527	192,110	(11,583)	-6.0%	576,328
BENEFITS	61,997	58,700	3,296	5.6%	233,535	234,801	(1,266)	-0.5%	704,401
TOTAL	630,084	672,916	(42,831)	-6.4%	2,459,176	2,692,602	(233,426)	-8.7%	8,077,921
<u>SUPPLIES</u>									
LAB SERVICES	60,508	58,717	1,791	3.1%	222,202	234,867	(12,665)	-5.4%	704,600
CONTRACEPTIVES	18,898	27,605	(8,707)	-31.5%	95,846	110,420	(14,574)	-13.2%	331,260
MEDICATIONS	23,227	17,860	5,367	30.0%	68,106	71,442	(3,335)	-4.7%	214,325
PROGRAM CONSUMABLES	5,755	19,258	(13,503)	-70.1%	59,426	77,033	(17,607)	-22.9%	231,100
OFFICE	6,545	8,892	(2,347)	-26.4%	29,016	35,567	(6,551)	-18.4%	106,700
EDUCATION MATERIALS	1,146	5,425	(4,279)	-78.9%	5,990	15,200	(9,210)	-60.6%	38,700
TOTAL	116,079	137,757	(21,679)	-15.7%	480,586	544,528	(63,942)	-11.7%	1,626,685
<u>OCCUPANCY</u>									
RENT/MORTGAGE INTEREST	53,287	50,903	2,384	4.7%	198,347	203,613	(5,266)	-2.6%	610,837
UTILITIES	11,580	18,114	(6,534)	-36.1%	57,976	72,454	(14,478)	-20.0%	217,363
FACILITY MAINT/SECURITY	21,708	19,271	2,437	12.6%	81,039	77,083	3,956	5.1%	231,250
FACILITY INSURANCE	5,052	5,343	(292)	-5.5%	20,206	21,373	(1,167)	-5.5%	64,118
TOTAL	91,626	93,631	(2,005)	-2.1%	357,568	374,523	(16,955)	-4.5%	1,123,569
<u>TRAVEL/TRAINING</u>									
LOCAL TRAVEL	5,174	6,798	(1,624)	-23.9%	14,495	27,192	(12,697)	-46.7%	81,575
STAFF TRAINING/TRAVEL/CONF/MT	33,511	18,591	14,920	80.3%	62,705	76,738	(14,033)	-18.3%	220,240
TOTAL	38,684	25,389	13,296	52.4%	77,200	103,930	(26,730)	-25.7%	301,815
<u>EQUIPMENT</u>									
PURCHASE (UNDER \$1000)	2,022	3,377	(1,355)	-40.1%	5,978	13,510	(7,532)	-55.8%	40,530
LEASES/MAINTENANCE	10,881	13,596	(2,715)	-20.0%	35,641	54,385	(18,745)	-34.5%	163,155
TOTAL	12,904	16,974	(4,070)	-24.0%	41,619	67,895	(26,276)	-38.7%	203,685
<u>GENERAL & ADMINISTRATION</u>									
LEGAL/ACCT/PR/OTHER PROF	39,089	19,345	19,744	102.1%	128,234	86,630	41,604	48.0%	223,890
TELEPHONE	21,808	18,194	3,615	19.9%	64,921	72,774	(7,853)	-10.8%	218,317
POSTAGE	9,704	6,760	2,944	43.5%	28,476	27,040	1,435	5.3%	81,121
PRINTING	14,334	13,215	1,118	8.5%	40,149	52,862	(12,713)	-24.0%	158,585
PPFA DUES	10,262	10,262	0	0.0%	41,047	41,047	0	0.0%	123,142
FPA/OTHER DUES	10,078	9,977	101	1.0%	53,233	53,006	227	0.4%	140,424
MALPRACTICE INSURANCE	9,790	10,654	(864)	-8.1%	39,161	42,616	(3,455)	-8.1%	127,848
PROMOTION	0	20,083	(20,083)	-100.0%	12,731	80,333	(67,603)	-84.2%	241,000
STAFF RECRUITMENT	14,524	8,333	6,191	74.3%	31,811	33,333	(1,523)	-4.6%	100,000
NYS ASSESSMENT/ADDED MED EXP	0	0	0	0.0%	0	0	0	0.0%	0
BAD DEBT	28,602	28,602	0	0.0%	114,406	114,406	0	0.0%	343,219
DEPRECIATION/AMORTIZATION	33,900	33,900	(0)	0.0%	135,600	135,601	(1)	0.0%	406,800
BANK / FINANCE CHARGES	5,380	4,833	546	11.3%	21,606	19,333	2,273	11.8%	58,000
MISC EXPENSE	446	3,022	(2,576)	-85.3%	2,557	10,987	(8,430)	-76.7%	33,260
TOTAL	197,916	187,180	10,736	5.7%	713,932	769,969	(56,037)	-7.3%	2,255,606
TOTAL EXPENSE	1,087,293	1,133,846	(46,553)	-4.1%	4,130,080	4,553,448	(423,367)	-9.3%	13,589,281
NET	(30,687)	(32,186)	1,498	-4.7%	102	(419,027)	419,129	-100.0%	(322,661)

PLANNED PARENTHOOD HUDSON PECONIC, INC.

Statement of Income

For The 4 Months Ending April 30, 2001

Fund: 02

Temporarily Restricted

INCOME	MONTH				YEAR TO DATE				ANNUAL BUDGET
	ACTUAL	BUDGET	\$ VAR	% VAR	ACTUAL	BUDGET	\$ VAR	% VAR	
CONTRIBUTIONS									
INDIVIDUALS \$1-\$99	0	0	0	0.0%	0	0	0	0.0%	0
INDIVIDUALS \$100-\$999	0	0	0	0.0%	0	0	0	0.0%	0
INDIVIDUALS \$1,000+	0	0	0	0.0%	0	0	0	0.0%	0
BOARD GIVING	0	0	0	0.0%	0	0	0	0.0%	0
SPECIAL EVENTS	0	0	0	0.0%	0	0	0	0.0%	0
FED. SUPPORT/REBATES	0	0	0	0.0%	0	0	0	0.0%	0
FOUNDATIONS & CORP	0	0	0	0.0%	0	0	0	0.0%	0
THRIFT SHOP	0	0	0	0.0%	0	0	0	0.0%	0
OTHER	10,652	0	10,652	0.0%	710,652	0	710,652	0.0%	0
TOTAL	10,652	0	10,652	0.0%	710,652	0	710,652	0.0%	0
PATIENT FEES									
FAMILY PLANNING FEES	0	0	0	0.0%	0	0	0	0.0%	0
██████ FEES	0	0	0	0.0%	0	0	0	0.0%	0
COLPOSCOPY FEES	0	0	0	0.0%	0	0	0	0.0%	0
OTHER	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
THIRD PARTY INSURANCE									
COMMERCIAL INSURANCE	0	0	0	0.0%	0	0	0	0.0%	0
MEDICAID MGD CARE INSURANCE	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
MEDICAID FEES									
FAMILY PLANNING	0	0	0	0.0%	0	0	0	0.0%	0
HIV	0	0	0	0.0%	0	0	0	0.0%	0
PRENATAL PCAP	0	0	0	0.0%	0	0	0	0.0%	0
██████	0	0	0	0.0%	0	0	0	0.0%	0
COLPOSCOPY	0	0	0	0.0%	0	0	0	0.0%	0
TASA	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
GOVERNMENT GRANTS									
NYSDH: FAMILY PLANNING	0	0	0	0.0%	0	0	0	0.0%	0
NYSDH: HIV PROJECTS	0	0	0	0.0%	0	0	0	0.0%	0
NYSDH: ██████ PUP	0	0	0	0.0%	0	0	0	0.0%	0
APPSP: ██████	0	0	0	0.0%	0	0	0	0.0%	0
APPSP: ██████	0	0	0	0.0%	0	0	0	0.0%	0
OTHER GRANTS	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
OTHER									
TRAINING FEES	0	0	0	0.0%	0	0	0	0.0%	0
INTEREST/DIVIDENDS	0	0	0	0.0%	0	0	0	0.0%	0
OTHER INCOME	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL INCOME	10,652	0	10,652	0.0%	710,652	0	710,652	0.0%	0

Date: 5/14/01

PLANNED PARENTHOOD HUDSON PECONIC, INC.

Statement of Income

For The 4 Months Ending April 30, 2001

Fund: 02

Temporarily Restricted

EXPENSE	MONTH				YEAR TO DATE				ANNUAL BUDGET
	ACTUAL	BUDGET	\$ VAR	% VAR	ACTUAL	BUDGET	\$ VAR	% VAR	
<u>SALARIES AND BENEFITS</u>									
SALARIES	0	0	0	0.0%	0	0	0	0.0%	0
CONTRACTED STAFF	0	0	0	0.0%	0	0	0	0.0%	0
PAYROLL TAXES	0	0	0	0.0%	0	0	0	0.0%	0
BENEFITS	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
<u>SUPPLIES</u>									
LAB SERVICES	0	0	0	0.0%	0	0	0	0.0%	0
CONTRACEPTIVES	0	0	0	0.0%	0	0	0	0.0%	0
MEDICATIONS	0	0	0	0.0%	0	0	0	0.0%	0
PROGRAM CONSUMABLES	0	0	0	0.0%	0	0	0	0.0%	0
OFFICE	0	0	0	0.0%	0	0	0	0.0%	0
EDUCATION MATERIALS	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
<u>OCCUPANCY</u>									
RENT/MORTGAGE INTEREST	0	0	0	0.0%	0	0	0	0.0%	0
UTILITIES	0	0	0	0.0%	0	0	0	0.0%	0
FACILITY MAINT/SECURITY	0	0	0	0.0%	0	0	0	0.0%	0
FACILITY INSURANCE	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
<u>TRAVEL/TRAINING</u>									
LOCAL TRAVEL	0	0	0	0.0%	0	0	0	0.0%	0
STAFF TRAINING/TRAVEL/CONF/MT	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
<u>EQUIPMENT</u>									
PURCHASE (UNDER \$1000)	0	0	0	0.0%	0	0	0	0.0%	0
LEASES/MAINTENANCE	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
<u>GENERAL & ADMINISTRATION</u>									
LEGAL/ACCT/PR/OTHER PROF	2,244	0	2,244	0.0%	3,014	0	3,014	0.0%	0
TELEPHONE	0	0	0	0.0%	0	0	0	0.0%	0
POSTAGE	0	0	0	0.0%	0	0	0	0.0%	0
PRINTING	0	0	0	0.0%	0	0	0	0.0%	0
PPFA DUES	0	0	0	0.0%	0	0	0	0.0%	0
FPA/OTHER DUES	0	0	0	0.0%	0	0	0	0.0%	0
MALPRACTICE INSURANCE	0	0	0	0.0%	0	0	0	0.0%	0
PROMOTION	0	0	0	0.0%	0	0	0	0.0%	0
STAFF RECRUITMENT	0	0	0	0.0%	0	0	0	0.0%	0
NYS ASSESSMENT/ADDED MED EXP	0	0	0	0.0%	0	0	0	0.0%	0
BAD DEBT	0	0	0	0.0%	0	0	0	0.0%	0
DEPRECIATION/AMORTIZATION	0	0	0	0.0%	0	0	0	0.0%	0
BANK / FINANCE CHARGES	0	0	0	0.0%	0	0	0	0.0%	0
MISC EXPENSE	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	2,244	0	2,244	0.0%	3,014	0	3,014	0.0%	0
TOTAL EXPENSE	2,244	0	2,244	0.0%	3,014	0	3,014	0.0%	0
NET	8,408	0	8,408	0.0%	707,638	0	707,638	0.0%	0

Statement of Income

Date: 5/14/01

For The 4 Months Ending April 30, 2001

Fund: 01

Center: 33

INCOME

INCOME	MONTH				YEAR TO DATE				ANNUAL BUDGET
	ACTUAL	BUDGET	\$ VAR	% VAR	ACTUAL	BUDGET	\$ VAR	% VAR	
CONTRIBUTIONS									
INDIVIDUALS \$1-\$99	0	0	0	0.0%	0	0	0	0.0%	0
INDIVIDUALS \$100-\$999	0	0	0	0.0%	0	0	0	0.0%	0
INDIVIDUALS \$1,000+	0	0	0	0.0%	0	0	0	0.0%	0
BOARD GIVING	0	0	0	0.0%	0	0	0	0.0%	0
SPECIAL EVENTS	0	0	0	0.0%	0	0	0	0.0%	0
FED. SUPPORT/REBATES	0	0	0	0.0%	0	0	0	0.0%	0
FOUNDATIONS & CORP	0	0	0	0.0%	0	0	0	0.0%	0
THRIFT SHOP	0	0	0	0.0%	0	0	0	0.0%	0
OTHER	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
PATIENT FEES									
FAMILY PLANNING FEES	14,895	17,556	(2,661)	-15.2%	62,652	70,223	(7,571)	-10.8%	210,670
██████ FEES	0	0	0	0.0%	0	0	0	0.0%	0
COLPOSCOPY FEES	0	0	0	0.0%	0	0	0	0.0%	0
OTHER	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	14,895	17,556	(2,661)	-15.2%	62,652	70,223	(7,571)	-10.8%	210,670
THIRD PARTY INSURANCE									
COMMERCIAL INSURANCE	345	290	55	18.9%	1,681	1,160	520	44.9%	3,481
MEDICAID MGD CARE INSURANCE	406	222	185	83.2%	1,804	887	917	103.5%	2,660
TOTAL	751	512	239	46.7%	3,485	2,047	1,438	70.2%	6,141
MEDICAID FEES									
FAMILY PLANNING	10,080	7,402	2,678	36.2%	35,823	29,608	6,215	21.0%	88,823
HIV	1,070	1,872	(802)	-42.8%	7,070	7,488	(419)	-5.6%	22,465
PRENATAL PCAP	0	0	0	0.0%	0	0	0	0.0%	0
██████	0	0	0	0.0%	0	0	0	0.0%	0
COLPOSCOPY	0	0	0	0.0%	0	0	0	0.0%	0
TASA	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	11,150	9,274	1,876	20.2%	42,893	37,096	5,797	15.5%	111,288
GOVERNMENT GRANTS									
NYSDH: FAMILY PLANNING	18,528	18,528	0	0.0%	74,112	74,112	0	0.0%	222,337
NYSDH: HIV PROJECTS	0	0	0	0.0%	0	0	0	0.0%	0
NYSDH: ██████ PUP	0	0	0	0.0%	0	0	0	0.0%	0
APPSP: ██████	0	0	0	0.0%	0	0	0	0.0%	0
APPSP: ██████	0	0	0	0.0%	0	0	0	0.0%	0
OTHER GRANTS	4,333	1,333	3,000	225.0%	5,333	5,333	0	0.0%	16,000
TOTAL	22,861	19,861	3,000	15.1%	79,446	79,446	0	0.0%	238,337
OTHER									
TRAINING FEES	0	0	0	0.0%	0	0	0	0.0%	0
INTEREST/DIVIDENDS	0	0	0	0.0%	0	0	0	0.0%	0
OTHER INCOME	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL INCOME	49,657	47,203	2,454	5.2%	188,476	188,812	(336)	-0.2%	566,436

PLANNED PARENTHOOD HUDSON PECONIC, INC.

Statement of Income

For The 4 Months Ending April 30, 2001

Fund: 01

Center: 33

EXPENSE	MONTH				YEAR TO DATE				ANNUAL BUDGET
	ACTUAL	BUDGET	\$ VAR	% VAR	ACTUAL	BUDGET	\$ VAR	% VAR	
<u>SALARIES AND BENEFITS</u>									
SALARIES	16,773	17,109	(337)	-2.0%	68,349	68,437	(88)	-0.1%	205,310
CONTRACTED STAFF	0	0	0	0.0%	0	0	0	0.0%	0
PAYROLL TAXES	208	1,540	(1,331)	-86.5%	5,197	6,159	(963)	-15.6%	18,478
BENEFITS	293	1,882	(1,589)	-84.4%	6,573	7,528	(955)	-12.7%	22,584
TOTAL	17,274	20,531	(3,257)	-15.9%	80,119	82,124	(2,005)	-2.4%	246,372
<u>SUPPLIES</u>									
LAB SERVICES	3,631	3,333	297	8.9%	14,747	13,333	1,414	10.6%	40,000
CONTRACEPTIVES	2,034	2,500	(466)	-18.6%	9,443	10,000	(557)	-5.6%	30,000
MEDICATIONS	136	708	(573)	-80.9%	2,233	2,833	(600)	-21.2%	8,500
PROGRAM CDNSUMABLES	4	625	(621)	-99.4%	1,269	2,500	(1,231)	-49.2%	7,500
OFFICE	231	383	(152)	-39.6%	1,212	1,533	(321)	-20.9%	4,600
EDUCATION MATERIALS	0	83	(83)	-100.0%	0	333	(333)	-100.0%	1,000
TOTAL	6,036	7,633	(1,598)	-20.9%	28,904	30,533	(1,629)	-5.3%	91,600
<u>OCCUPANCY</u>									
RENT/MDRTGAGE INTEREST	2,513	2,894	(382)	-13.2%	9,831	11,577	(1,746)	-15.1%	34,732
UTILITIES	0	947	(947)	-100.0%	0	3,789	(3,789)	-100.0%	11,366
FACILITY MAINT/SECURITY	822	610	213	34.9%	1,694	2,438	(744)	-30.5%	7,314
FACILITY INSURANCE	55	55	0	0.0%	218	218	0	0.0%	654
TOTAL	3,389	4,506	(1,116)	-24.8%	11,743	18,022	(6,279)	-34.8%	54,066
<u>TRAVEL/TRAINING</u>									
LOCAL TRAVEL	23	63	(39)	-63.0%	215	250	(35)	-14.1%	750
STAFF TRAINING/TRAVEL/CONF/MT	3	50	(47)	-94.4%	3	200	(197)	-98.6%	1,800
TOTAL	26	113	(87)	-77.0%	218	450	(232)	-51.6%	2,550
<u>EQUIPMENT</u>									
PURCHASE (UNDER \$1000)	69	58	10	17.6%	69	233	(165)	-70.6%	700
LEASES/MAINTENANCE	201	316	(116)	-36.6%	797	1,265	(468)	-37.0%	3,795
TOTAL	269	375	(105)	-28.1%	865	1,498	(633)	-42.2%	4,495
<u>GENERAL & ADMINISTRATION</u>									
LEGAL/ACCT/PR/OTHER PROF	0	0	0	0.0%	0	0	0	0.0%	0
TELEPHONE	707	368	339	92.3%	1,736	1,470	266	18.1%	4,410
POSTAGE	191	100	91	91.0%	335	400	(65)	-16.3%	1,200
PRINTING	92	250	(158)	-63.3%	(160)	1,000	(1,160)	-116.0%	3,000
PPFA DUES	0	0	0	0.0%	0	0	0	0.0%	0
FPA/OTHER DUES	0	0	0	0.0%	0	0	0	0.0%	0
MALPRACTICE INSURANCE	334	364	(29)	-8.1%	1,336	1,454	(118)	-8.1%	4,362
PROMOTION	0	0	0	0.0%	0	0	0	0.0%	0
STAFF RECRUITMENT	0	0	0	0.0%	0	0	0	0.0%	0
NYS ASSESSMENT/ADDED MED EXP	0	0	0	0.0%	0	0	0	0.0%	0
BAD DEBT	1,367	1,367	0	0.0%	5,468	5,468	0	0.0%	16,405
DEPRECIATION/AMORTIZATION	775	775	0	0.0%	3,100	3,100	0	0.0%	9,300
BANK / FINANCE CHARGES	0	0	0	0.0%	0	0	0	0.0%	0
MISC EXPENSE	0	42	(42)	-100.0%	0	167	(167)	-100.0%	500
TOTAL	3,466	3,265	201	6.2%	11,815	13,059	(1,244)	-9.5%	39,177
TOTAL EXPENSE	30,459	36,422	(5,962)	-16.4%	133,664	145,687	(12,022)	-8.3%	438,260
NET	19,198	10,781	8,417	78.1%	54,812	43,125	11,686	27.1%	128,176

Statement of Income

Date: 5/14/01

For The 4 Months Ending April 30, 2001

Fund: 01

Center: 34

INCOME

	MONTH				YEAR TO DATE				ANNUAL BUDGET
	ACTUAL	BUDGET	\$ VAR	% VAR	ACTUAL	BUDGET	\$ VAR	% VAR	
CONTRIBUTIONS									
INDIVIDUALS \$1-\$99	0	0	0	0.0%	0	0	0	0.0%	0
INDIVIDUALS \$100-\$999	0	0	0	0.0%	0	0	0	0.0%	0
INDIVIDUALS \$1,000+	0	0	0	0.0%	0	0	0	0.0%	0
BOARD GIVING	0	0	0	0.0%	0	0	0	0.0%	0
SPECIAL EVENTS	0	0	0	0.0%	0	0	0	0.0%	0
FED. SUPPORT/REBATES	0	0	0	0.0%	0	0	0	0.0%	0
FOUNDATIONS & CORP	0	0	0	0.0%	0	0	0	0.0%	0
THRIFT SHOP	0	0	0	0.0%	0	0	0	0.0%	0
OTHER	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
PATIENT FEES									
FAMILY PLANNING FEES	1,704	1,737	(33)	-1.9%	6,830	6,949	(119)	-1.7%	20,847
██████ FEES	0	0	0	0.0%	0	0	0	0.0%	0
COLPOSCOPY FEES	0	0	0	0.0%	0	0	0	0.0%	0
OTHER	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	1,704	1,737	(33)	-1.9%	6,830	6,949	(119)	-1.7%	20,847
THIRD PARTY INSURANCE									
COMMERCIAL INSURANCE	395	44	352	808.3%	1,500	174	1,326	762.1%	522
MEDICAID MGD CARE INSURANCE	276	180	96	53.4%	1,231	720	512	71.1%	2,159
TOTAL	671	223	448	200.4%	2,731	894	1,838	205.6%	2,681
MEDICAID FEES									
FAMILY PLANNING	5,312	3,390	1,922	56.7%	18,525	13,562	4,963	35.6%	40,685
HIV	1,070	596	474	79.4%	4,281	2,386	1,895	79.4%	7,157
PRENATAL PCAP	0	0	0	0.0%	0	0	0	0.0%	0
██████	0	0	0	0.0%	0	0	0	0.0%	0
COLPOSCOPY	0	0	0	0.0%	0	0	0	0.0%	0
TASA	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	6,382	3,987	2,395	60.1%	22,805	15,947	6,858	43.0%	47,842
GOVERNMENT GRANTS									
NYS DH: FAMILY PLANNING	2,653	2,653	0	0.0%	10,610	10,610	0	0.0%	31,831
NYS DH: HIV PROJECTS	0	0	0	0.0%	0	0	0	0.0%	0
NYS DH: ██████ PUP	0	0	0	0.0%	0	0	0	0.0%	0
APPSP: ██████	0	0	0	0.0%	0	0	0	0.0%	0
APPSP: ██████	0	0	0	0.0%	0	0	0	0.0%	0
OTHER GRANTS	(2,667)	333	(3,000)	-900.0%	1,333	1,333	0	0.0%	4,000
TOTAL	(14)	2,986	(3,000)	-100.5%	11,944	11,944	0	0.0%	35,831
OTHER									
TRAINING FEES	0	0	0	0.0%	0	0	0	0.0%	0
INTEREST/DIVIDENDS	0	0	0	0.0%	0	0	0	0.0%	0
OTHER INCOME	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL INCOME	8,744	8,933	(190)	-2.1%	44,311	35,734	8,577	24.0%	107,201

PLANNED PARENTHOOD HUDSON PECONIC, INC.
Statement of Income
For The 4 Months Ending April 30, 2001
Fund: 01
Center: 34

EXPENSE	MONTH				YEAR TO DATE				ANNUAL BUDGET
	ACTUAL	BUDGET	\$ VAR	% VAR	ACTUAL	BUDGET	\$ VAR	% VAR	
<u>SALARIES AND BENEFITS</u>									
SALARIES	2,215	3,126	(910)	-29.1%	10,294	12,502	(2,208)	-17.7%	37,506
CONTRACTED STAFF	0	0	0	0.0%	0	0	0	0.0%	0
PAYROLL TAXES	579	281	298	105.8%	1,384	1,125	258	23.0%	3,376
BENEFITS	813	344	469	136.5%	1,820	1,375	445	32.4%	4,126
TOTAL	3,607	3,751	(143)	-3.8%	13,498	15,003	(1,505)	-10.0%	45,008
<u>SUPPLIES</u>									
LAB SERVICES	767	667	100	15.0%	3,102	2,667	435	16.3%	8,000
CONTRACEPTIVES	467	750	(283)	-37.7%	3,372	3,000	372	12.4%	9,000
MEDICATIONS	261	292	(31)	-10.6%	1,356	1,167	189	16.2%	3,500
PROGRAM CONSUMABLES	551	258	293	113.3%	1,094	1,033	61	5.9%	3,100
OFFICE	0	42	(42)	-100.0%	470	167	303	181.9%	500
EDUCATION MATERIALS	0	21	(21)	-100.0%	63	83	(20)	-24.4%	250
TOTAL	2,046	2,029	17	0.8%	9,457	8,117	1,340	16.5%	24,350
<u>OCCUPANCY</u>									
RENT/MORTGAGE INTEREST	1,350	1,375	(25)	-1.8%	5,400	5,500	(100)	-1.8%	16,500
UTILITIES	53	92	(38)	-42.0%	232	366	(134)	-36.5%	1,098
FACILITY MAINT/SECURITY	245	280	(35)	-12.6%	515	1,122	(607)	-54.1%	3,365
FACILITY INSURANCE	17	17	0	0.0%	67	67	0	0.0%	201
TOTAL	1,665	1,764	(99)	-5.6%	6,214	7,055	(840)	-11.9%	21,164
<u>TRAVEL/TRAINING</u>									
LOCAL TRAVEL	0	0	0	0.0%	0	0	0	0.0%	0
STAFF TRAINING/TRAVEL/CONF/MT	0	0	0	0.0%	0	0	0	0.0%	0
TOTAL	0	0	0	0.0%	0	0	0	0.0%	0
<u>EQUIPMENT</u>									
PURCHASE (UNDER \$1000)	0	42	(42)	-100.0%	0	167	(167)	-100.0%	500
LEASES/MAINTENANCE	179	210	(31)	-14.9%	410	840	(430)	-51.2%	2,521
TOTAL	179	252	(73)	-29.0%	410	1,007	(597)	-59.3%	3,021
<u>GENERAL & ADMINISTRATION</u>									
LEGAL/ACCT/PR/OTHER PROF	0	0	0	0.0%	0	0	0	0.0%	0
TELEPHONE	383	414	(31)	-7.5%	1,088	1,656	(568)	-34.3%	4,967
POSTAGE	66	21	45	214.9%	100	83	16	19.5%	250
PRINTING	0	75	(75)	-100.0%	618	300	318	106.0%	900
PPFA DUES	0	0	0	0.0%	0	0	0	0.0%	0
FPA/OTHER DUES	0	0	0	0.0%	0	0	0	0.0%	0
MALPRACTICE INSURANCE	60	66	(5)	-8.1%	242	263	(21)	-8.1%	789
PROMOTION	0	0	0	0.0%	0	0	0	0.0%	0
STAFF RECRUITMENT	0	0	0	0.0%	0	0	0	0.0%	0
NYS ASSESSMENT/ADDED MED EXP	0	0	0	0.0%	0	0	0	0.0%	0
BAD DEBT	297	297	0	0.0%	1,189	1,189	0	0.0%	3,568
DEPRECIATION/AMORTIZATION	388	388	0	0.0%	1,550	1,550	0	0.0%	4,650
BANK / FINANCE CHARGES	0	0	0	0.0%	0	0	0	0.0%	0
MISC EXPENSE	0	42	(42)	-100.0%	0	167	(167)	-100.0%	500
TOTAL	1,194	1,302	(108)	-8.3%	4,786	5,208	(422)	-8.1%	15,624
TOTAL EXPENSE	8,691	9,097	(407)	-4.5%	34,366	36,389	(2,023)	-5.6%	109,167
NET	53	(164)	217	-132.2%	9,945	(655)	10,601	-1617.6%	(1,966)

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Certificate of Need Application

Attachments

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Schedule # 5: Attachment # 2 Title: Pledge Letter

February 3, 2000

5.2.1

[REDACTED] President
Planned Parenthood Hudson Peconic, Inc
[REDACTED]
[REDACTED]

Re: Restricted gift to Planned Parenthood Hudson-Peconic, Inc for a new Rockland County Center to replace the current centers

Dear [REDACTED]

We have consulted our lawyer, Paul D Wenz, 2409 South Rural Road, Suite B, Tempe AZ 85282-2426, phone 480-921-2220 concerning our intention to make a sizeable lifetime gift of marketable securities to Planned Parenthood Hudson Peconic, Inc with the express exclusive and restricted purpose of purchasing, renovating or constructing a fully P.P.F. of A. accredited and New York D of A licensed facility to serve Rockland County.

Initially we anticipate actual gifts of approximately \$100,000 of securities each year for the next four consecutive years, starting in 2000. However, the timing of donations must be flexible to provide funds as needed. The first gift of over \$100,000 has already been delivered to you.

In addition, we have recently amended our Trust distribution, so that if both of us should happen to suffer a premature death and pass away prior to the final pledged gift to the center, that any balance of the pledged amount would be immediately made available to the organization to complete the purchase, renovation or construction project which might eventually be decided upon.

It is our assumption, of course, that all amounts given will be tax deductible to the full extent of the Internal Revenue Code during our lives and, if required, after our death through our Trust.

I have thoroughly reviewed your selection criteria and preliminary budget estimate to adequately complete and equip the new Rockland County facility, either via lot purchase and new construction or via renovation of an existing Class "A" building of satisfactory character, accessibility, location and amenities. I am confident you and your able staff, with the Rockland Search Committee and the Planned Parenthood Hudson-Peconic Board of Directors are eminently qualified to make an appropriate selection and determination of site and construction to best utilize our contributions to further expand these worthy services to local residents.

Please contact our lawyer's office to finalize any other legal requirements you may have to ensure the new Rockland County facility can be put into operation as soon as is humanly possible.

Sincerely,



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Page # 11.1.1

Schedule # 11: Attachment # 1 Title: Architect's Letter of Certification

ANDON ARCHITECTS PC
Brooklyn Navy Yard, Brooklyn, NY 11205
Tel: (212) 213-4143 Fax: (212) 213-5905

June 14, 2001

NYS Department of Health
Bureau of Architectural and Engineering Facility Planning
Suite # 303
433 River Street
Troy, N.Y. 12180-2299

Re: Planned Parenthood Hudson Peconic, Inc. Spring Valley Center
25 Perelman Drive (Floor), Spring Valley, NY
Exam Rooms, Consultation Rooms and Administrative Offices

Gentleman:

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, and recognizing the inherent limitation of discovery procedures, this facility is built in accordance with plans and specifications in substantial compliance with the applicable provisions of the construction sections of the State Hospital Code (10 NYCRR) which was in effect at the time this project was approved to start construction and does not deviate from the approved Article 28 Project concept.

I also certify that I have read and understood the conditions of Section 710.1 of 10 NYCRR.

Very truly yours,

ANDON ARCHITECTS PC



Aristotle Andon, AIA
Principal

NYS License No. 012207

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