



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

March 7, 2005

Dennis P. Whalen
Executive Deputy Commissioner

[REDACTED]
Vice President, Field Services
Planned Parenthood [REDACTED] Inc.
[REDACTED]

Re: 031172 - C
Planned Parenthood [REDACTED] Inc.
([REDACTED] County)
Relocate extension clinic from [REDACTED]
[REDACTED], to 1673 Route 9, Clifton Park
(\$10,315)

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 conditions:

- The applicant receiving Department of Health approval prior to entering into or making any substantive changes to any agreement, including any subcontracts or assignments, involving management, administrative and/or consulting activities and/or services included but not limited to operational policies and procedures.
- The applicant's facility being engaged principally in providing primary care services by or under the supervision of a physician and that a majority of facility visits require direct care by a physician, physician extender (i.e. registered physician's assistant or certified nurse practitioner), dentist or registered nurse. Provided, however, that, if the volume of visits involving rehabilitation services becomes the majority of facility visits, the facility will be deemed to be engaged in providing rehabilitation services as its principal mission, must seek Department approval as such and must serve a majority of patients with diagnoses that typically require two (2) or more therapies (physical, occupational and speech therapy) at the same time, with those therapies provided in a comprehensive multidisciplinary manner under the direction/supervision of a physiatrist.

Please note that this project has been approved at a capital cost of \$ 10,315. 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:

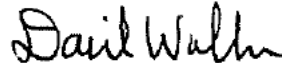
Mr. Bruce Fage
Regional Co-Director
Capital District Regional Office
Frear Building
One Fulton Street
Troy, New York 12180

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 reflecting the relocation of the extension clinic from [REDACTED], Clifton Park to 1673 Rt. 9, Clifton Park.

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

Sincerely,



David Wollner
Director
Office of Health Systems Management

cc: Mr. Fage



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 23, 2003

[REDACTED]
Vice President/Field Services
Planned Parenthood [REDACTED] Inc.

Re: 031172-C
Planned Parenthood [REDACTED]
Inc.
([REDACTED] County)
Relocate Clifton Park extension clinic to
1673 Route 9, Clifton Park

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,

Diane M. Smith
Acting Director
Information and Technology Services Group

Enclosure
DMS/BWM/nm

POTENTIAL NON-SUB

LEASE BETWEEN:
ACCENT ON HEALTH REALTY, INC., LANDLORD
AND
PLANNED PARENTHOOD [REDACTED] INC.

LEASE

THIS AGREEMENT between **ACCENT ON HEALTH REALTY, INC.**, a corporation organized and existing under the laws of the State of New York, having its principal place of business at 1673 Route 9, Clifton Park, County of Saratoga, State of New York 12065, hereinafter called the **LANDLORD**, and **PLANNED PARENTHOOD** [REDACTED] organized and existing under the laws of the State of New York, hereinafter called the **TENANT**.

WITNESSETH:

Landlord hereby leases to TENANT and TENANT hereby hires from LANDLORD space in the Healthplex Building in the Town of Halfmoon, New York (hereinafter referred to as the "Demised Premises", with the building and surrounding grounds in which the Demised Premises are located being referred to as the "Project"), consisting of 2,400 square feet for a term of five (5) years, or until such term shall sooner cease and expire as hereinafter provided to commence on or about the first day of March, 2003 at a fixed annual base rent of \$3,200 per month for a total annual base rent of \$38,400 in year one and a base rent of \$3,300 per month for a total annual base rent of \$39,600 in year two and a base rent of \$3,400 per month for a total annual base rent of \$40,800 in years three, four and five subject to adjustment as hereinafter provided, which TENANT agrees to pay in lawful money of the United States in equal monthly installments due on the first day of each month during said lease term, at the office of LANDLORD or such other place as LANDLORD may designate, without notice or demand and without abatement, deduction, or setoff.

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

1. RENT. TENANT shall pay the base rent as above and as hereinafter provided. TENANT shall be charged a finance charge equal to one percent of the unpaid balance if rents remain unpaid ten days after the stated due date. TENANT shall be in default of the lease terms unless all rents and finance charges have been cured within thirty days of the due date. It is the intention of the LANDLORD and the TENANT that the rent herein specified shall be net to the LANDLORD in each year during the term of the Lease. The TENANT shall, however, be under no obligation to pay interest or principal on any mortgage on the fee of the leased property, or any franchise or income tax payable by the LANDLORD by reason of any present or future law which may be enacted during the term of this Lease.

2. PERMITTED USES. TENANT shall use and occupy demised premises for professional offices and for purposes directly related to the practice of TENANT'S profession only and for no other purpose.

3. ALTERATIONS. TENANT shall make no changes in or to the Demised Premises of any nature without LANDLORD'S prior written consent, such consent not to be unreasonably withheld or delayed. Subject to the prior written consent of LANDLORD, and to the provisions of this Article, TENANT at TENANT'S expense may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services, or plumbing and

electrical lines, in or to the interior of the Demised Premises by using contractors or mechanics first approved by LANDLORD. All fixtures and all paneling, partitions, railings and like installations, installed in the Demised Premises at any time, either by TENANT or by LANDLORD, in TENANT'S behalf, shall become the property of the LANDLORD and shall remain upon and be surrendered with the Demised Premises unless LANDLORD, by notice to TENANT no later than twenty (20) days prior to the date fixed as the termination of this lease, elects to have them removed by TENANT, in which event, the same shall be removed from the Demised Premises by TENANT forthwith, at TENANT'S expense, provided such election shall have been stated in LANDLORD'S written consent for alterations. Nothing in this Article shall be construed to prevent TENANT'S removal of trade fixtures, but upon removal of any such trade fixtures from the Demised Premises or upon removal of other installations as may be required by LANDLORD, TENANT shall immediately and at its expense, repair and restore the Demised Premises to the condition existing prior to installation and repair any damage to the Demised Premises or the building due to such removal. All property which is permitted or required to be removed by TENANT at the end of the term and which remains on the premises after the end of the term, shall be deemed abandoned by the TENANT unless otherwise agreed to by the LANDLORD and TENANT, as provided for in this Lease agreement. Such property may, at the election of the LANDLORD, be retained as LANDLORD'S property or may be removed from the Demised Premises by LANDLORD at TENANT'S expense. TENANT shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals, and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof. TENANT shall deliver promptly duplicates of all such permits, approvals, and certificates to LANDLORD and TENANT agrees to carry and will cause TENANT'S contractors and sub-contractors to carry such worker's compensation, general liability, personal and property damage insurance as LANDLORD may reasonably require. If any mechanic's lien or similar lien is filed against the Demised Premises, or the building in which such premises are located, for work claimed to have been done for, or materials furnished to, TENANT, whether or not done pursuant to this Article, the same shall be discharged by TENANT within ten (10) days of notice to TENANT at TENANT'S expense by filing the bond required by law.

4. **REPAIRS.** Except as otherwise provided herein, the respective obligations of the parties for the maintenance and repair of the building shall be as stated in this paragraph. LANDLORD shall maintain and repair the public portions of the building, both exterior and interior, as well as centralized items such as HVAC units, water heaters, and elevators used by all of the tenants in the project. TENANT shall, throughout the term of this Lease, take good care of the Demised Premises and fixtures and appurtenances therein, and at its sole cost and expense, make all non-structural repairs thereto (including sheetrock walls, wall coverings, floor coverings, light fixtures, ceiling tiles, doors) as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty excepted. Notwithstanding the foregoing, all damage or injury to the Demised Premises or to any other part of the building, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from negligence or willful conduct of TENANT, its servants, employees, invitees, or licensees, shall be repaired promptly by TENANT at its sole cost and expense, to the reasonable satisfaction of

LANDLORD. TENANT shall also repair all damage to the building and the Demised Premises caused by the moving of TENANT'S fixtures, furniture or equipment. All the aforesaid repairs shall be of quality or class equal to the original work or construction. If TENANT fails after ten (10) days written notice to proceed with due diligence to make repairs required to be made by TENANT, the same may be made by LANDLORD at the expense of TENANT, and the expenses thereof incurred by LANDLORD shall be due and payable immediately as additional rent. TENANT shall give LANDLORD prompt notice of any defective condition in the Demised Premises. LANDLORD shall remedy the condition with due diligence, but at the expense of TENANT if repairs are necessitated by damage or injury attributable to TENANT, TENANT'S servants, agents, employees, invitees or licensees as aforesaid. All such Notices as required in this Article shall be written and conveyed by certified mail, return receipt requested.

5. MAINTENANCE OF THE PREMISES. LANDLORD shall provide trash removal but excluding medical or hazardous waste removal, in respect to TENANT'S occupancy of the Demised Premises. LANDLORD shall also provide all maintenance services for all interior and exterior public places, including snow and ice removal, groundskeeping and repair of exterior walkways and parking areas.

6. COMMON AREA.

a. Use. During the term of this Lease, TENANT is granted, subject to rules and regulations promulgated by LANDLORD from time to time, the non-exclusive license to permit its clients and invitees to use the interior courts and hallways, sidewalks, parking areas, and the entrance or exit way. All common areas shall be subject to the exclusive control and management of LANDLORD, and LANDLORD shall have the right, at any time and from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the common areas and use thereof. TENANT agrees to abide by and conform to such rules and regulations upon notice thereof and to cause its clients, invitees, licensees and its and their employees and agents to do the same.

b. Common Area Maintenance Expenses. LANDLORD agrees to maintain and keep in good service and repair all common areas. TENANT agrees to reimburse LANDLORD for its proportionate share of all reasonable costs and expenses incurred by LANDLORD in operating, maintaining and repairing (which shall include replacements, additions, and alterations), all common areas in the Project (the "Common Area Expenses"). The Common Area Expenses shall include, but not be limited to the following costs and expenses: (1) utility charges of whatever nature; (2) insurance premiums; (3) building personnel costs; (4) costs of service and maintenance contracts and management fees; (5) all other maintenance and repair expenses and supplies; (6) any other costs and expenses incurred by LANDLORD in operating the common areas of the property; and (7) deposits into reserve accounts for capital improvements. In connection with repairs that must be capitalized as that term is defined under the Internal Revenue Code, the Common Area Expenses shall include the cost of such repairs divided by the useful life of such repairs, with the effect that the cost of such items would be paid for over the life of the repairs on a straight-line basis. TENANT'S obligation shall be calculated as follows: (1) LANDLORD shall aggregate together all *estimated* Common Area Expenses in January of each year; (2) divide Common Area Expenses by a number which is the total square

footage of floor area in the Demised Premises. TENANT shall pay LANDLORD, in advance, TENANT'S proportionate share of LANDLORD'S estimate of Common Area Expenses, as computed above, in twelve (12) equal monthly installments, with each monthly installment of base rent. At the end of each year, there shall be an adjustment if the amount paid by TENANT differs from its proportionate share actually incurred in that year. Any amount due TENANT or any amount due LANDLORD shall be credited against or paid, respectively, in calculating the next year's Common Area Expenses and shall be pro-rated monthly in the new year's calculations. TENANT shall be furnished with a copy of the proposed annual Common Area Charges budget at the beginning of each year of the Lease and shall also be furnished with a written statement of actual charges against that budget after the conclusion of each year of the Lease. LANDLORD shall promptly return to TENANT any unused portion of the prepaid share of Common Area Maintenance expenses remaining at the end of the Lease term.

7. REAL ESTATE TAXES.

a. **Liability.** Starting with the Commencement Date and throughout the original or extended term of this Lease, TENANT shall pay LANDLORD, as additional rent, TENANT'S proportionate share of taxes, hereinafter defined, which are to be paid with respect to the Project during each tax year. The term "taxes" shall mean the total on all taxes and assessments, general and special, ordinary and extraordinary, foreseen and unforeseen, including assessments for public improvements and betterments, assessed, levied or imposed with respect to the land and improvements, included within the Project, however TENANT shall not be required to pay any interest or penalties which may be assessed against the property through no fault of TENANT. TENANT'S proportionate share hereunder shall be calculated as follows: (1) At the beginning of each year, LANDLORD shall aggregate together all estimated taxes due within the next twelve months; (2) divide the total taxes by the total square footage of floor area in the Demised Premises. A written report of the budgeted and actual tax charges shall be distributed to TENANT after the conclusion of each calendar year of the Lease.

b. **Method of Payment.** TENANT'S share of taxes shall be paid monthly together with payments of base rent so that LANDLORD shall have sufficient funds to pay taxes when due without advancing same on behalf of TENANT. LANDLORD may make adjustments in its estimates as necessary based on billings from taxing authorities and revise the estimates at the beginning of the next year. Notwithstanding the end of the term hereof, TENANT shall continue to be liable to LANDLORD for all taxes incurred by LANDLORD for the period of TENANT'S occupancy, and TENANT shall promptly remit to LANDLORD any amount due to LANDLORD upon notice from LANDLORD to TENANT. LANDLORD shall promptly return to TENANT any unused portion of his prepaid share of taxes remaining at the end of the Lease term.

8. **UTILITIES.** TENANT shall be responsible for all utilities, including the cost of electricity, heat, air conditioning, telephone service and water service used by it in connection with its use and occupancy of the Demised Premises. LANDLORD represents that utilities (other than water service) shall be separately metered for each TENANT in the Project and shall be separately billed to TENANT directly by the utility. The cost of water service for the Project shall be allocated as part of the Common Area Expenses described above.

9. REQUIREMENTS OF LAW, FIRE INSURANCE AND FLOOR LOADS.

TENANT shall, at its sole cost and expense, promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law and all orders, rules and regulations of the New York Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon LANDLORD or TENANT with respect to the Demised Premises or the building arising out of TENANT'S use or manner of use or occupancy thereof. Nothing herein shall require TENANT to make structural repairs or alterations unless TENANT has by its manner of use of the Demised Premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto.

10. SUBORDINATION. This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which Demised Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessee or by any mortgagee, affecting any lease or the real property of which the Demised Premises are part. In confirmation of such subordination, TENANT shall execute promptly any certificate that LANDLORD may reasonably request and, providing TENANT is not in default under the terms of this Lease agreement, TENANT may quietly enjoy its tenancy without further regard to the subordination of this Lease agreement.

11. PROPERTY LOSS, DAMAGE AND INDEMNITY. LANDLORD or its agents shall not be liable for any damage to property of TENANT or of others entrusted to employees of the building, nor for loss of or damage to any property of TENANT by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of LANDLORD, its agents, servants or employees; nor shall LANDLORD or its agents be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi-public work. TENANT shall indemnify and save harmless LANDLORD against and from all liabilities, penalties, claims, costs and expenses, including reasonable attorney's fees, paid or incurred as a result of any breach by TENANT, its agents, contractors, employees, invitees, or licensees. TENANT'S liability under this Lease extends to the acts and omissions of any sub-tenant and any agent, contractor, employee, invitee, or licensee of any sub-tenant. In case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT, upon written notice from LANDLORD and at TENANT'S expense, will resist or defend such action or proceeding by reputable and experienced Counsel. TENANT or its agents shall not be liable for any damage to property of LANDLORD for loss of or damage to persons or property unless caused by or due to the negligence of TENANT, its agents, servants or employees.

12. DESTRUCTION, FIRE AND OTHER CASUALTY.

a. If the Demised Premises, or any part thereof, shall be damaged by fire or other casualty, TENANT shall give immediate notice thereof to LANDLORD and this Lease shall

LANDLORD, and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable.

c. If the Demised Premises are totally damaged or rendered wholly unusable by fire or other casualty, either LANDLORD or TENANT, within thirty (30) days after written notice, may elect to terminate the Lease, and the rent shall be proportionately paid up to the time of the casualty. Unless LANDLORD or TENANT shall serve a termination notice as provided for herein, LANDLORD shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond LANDLORD'S control.

d. Nothing contained hereinabove shall relieve TENANT or LANDLORD from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and fully, without offset, deductible or otherwise collectible, and to the extent permitted by law, LANDLORD and TENANT each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and, also, provided that such a policy can be obtained without additional premiums. Each party agrees to use its best efforts to acquire such waiver of subrogation from their respective insurance carriers. TENANT acknowledges that LANDLORD will not carry insurance on TENANT'S furniture and/or furnishings, or any fixtures or equipment, improvements or appurtenances removable by TENANT.

e. TENANT hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this Article shall govern and control in lieu thereof.

13. EMINENT DOMAIN. If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then, and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and TENANT shall have no claim for the value of any unexpired term of said Lease, but TENANT reserves the right to claim for the value of any leasehold improvements installed by TENANT and appropriated by the State or public agency.

14. ASSIGNABILITY AND SUBLETTING. This Lease may not be assigned except with LANDLORD'S written consent, which consent may not be unreasonably withheld or delayed.

15. ACCESS TO PREMISES. LANDLORD or LANDLORD'S agents shall have the right, but shall not be obligated, to enter the Demised Premises in any emergency, at any time, and, at other reasonable times to examine the same and to make such repairs, replacements and improvements as LANDLORD may deem necessary and reasonably desirable to the Demised Premises, or to any other portion of the building, or which LANDLORD may elect to perform following TENANT'S failure to make repairs or perform any work which TENANT is obligated to perform under this Lease, or for the purpose of complying

with laws, regulations, and other directions of governmental authorities. The LANDLORD also acknowledges that the TENANT conducts a medical clinic at the Premises, and therefore, maintains records containing health information applicable to patients. The foregoing information is strictly confidential and therefore, should the Premises be entered by the LANDLORD or its agents, employees, maintenance or repair people, the LANDLORD accepts responsibility for supervising such persons in order to ensure that they will not intentionally or inadvertently obtain access to confidential medical information. The LANDLORD hereby specifically agrees to indemnify and hold harmless the TENANT from any damages caused by any breach or failure by the LANDLORD to perform the obligation assumed herein.

16. BANKRUPTCY.

a. If, at the date fixed as the commencement of the term of this Lease, or, if at any time during the term hereby demised there shall be filed by or against TENANT in any court, pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency, or for reorganization for the appointment of a receiver or trustee of all or a portion of TENANT'S property, and within ninety (90) days thereof, TENANT fails to secure a dismissal thereof, or, if TENANT makes an assignment for the benefit of creditors or petitions for, or enters into an arrangement, this Lease, at the option of LANDLORD, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated by written notice to the Tenant, but if any of such events occur prior to the Commencement date, this Lease shall be ipso facto canceled and terminated. Whether such cancellation and termination occurs prior to or during the term, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of any order of any Court, shall be entitled to possession or to remain in possession of the Demised Premises, but shall forthwith quit and surrender the premises, and, LANDLORD, in addition to the other rights and remedies LANDLORD has by virtue of any other provision herein or elsewhere in this Lease contained, or by virtue of any statute or rule of law, may retain as liquidated damages, any rent, security deposit, or moneys received by it from TENANT or others in behalf of TENANT. If this Lease shall be assigned in accordance with its terms, the provisions of this Article shall be applicable only to the party then owning the TENANT'S interest in this Lease.

b. It is stipulated and agreed that in the event of the termination of this Lease pursuant to subparagraph (a) hereof, LANDLORD shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from TENANT as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the Demised Premises for the same period.

17. DEFAULT.

a. If TENANT defaults in fulfilling any of the covenants of this Lease, other than the covenants for the payment of rent or additional rent, or if the Demised Premises become vacant or deserted, or if the Demised Premises are damaged by reason of negligence or carelessness of TENANT, its agents, employees or invitees, then, in any one or more of such events, upon LANDLORD serving a written thirty-day's notice upon TENANT specifying the nature of said default, and upon the expiration of said thirty (30) days if TENANT shall have failed to comply with or remedy such default, or if the said default or omission complained of

shall be of a nature that the same cannot be completely cured or remedied within said thirty day period, and if TENANT shall not have diligently commenced curing such default within such thirty day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then, LANDLORD may serve a written ten-day's notice of cancellation of this Lease upon TENANT, and upon the expiration of said ten (10) days, this Lease and the term thereunder shall end and expire as fully and completely as if the expiration of such ten day period were the day herein definitely fixed for the end and expiration of this Lease and the term thereof, and TENANT shall then quit and surrender the Demised Premises to LANDLORD but TENANT shall remain liable as hereinafter provided.

b. If the notice provided for in subparagraph (a) above shall have been given, and the term shall expire as aforesaid, or, if TENANT defaults in the payment of the rent served herein or any item of additional rent herein mentioned, or any part of either, or in making any other payment herein required within ten (10) days after the due date of such payment, or, if any execution or attachment shall be issued against TENANT or any of TENANT'S property whereupon the Demised Premises shall be taken or occupied by someone other than TENANT, then, in any of such events, LANDLORD may, without notice, re-enter the Demised Premises either by force or otherwise, and dispossess TENANT by summary proceedings or otherwise, and remove their effects and hold the premises as if this Lease had not been made, and TENANT hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If TENANT shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, LANDLORD may cancel and terminate such renewal or extension agreement by written notice.

18. REMEDIES OF LANDLORD AND WAIVER OF REDEMPTION. In case of any such default, re-entry, expiration, and/or dispossession by summary proceedings or otherwise: (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as LANDLORD may incur for legal expenses, attorneys' fees, brokerage, commissions and/or putting the Demised Premises in good order, or for restoring the Demised Premises to the condition at the commencement of this Lease; (b) LANDLORD shall immediately market and pursue new clients for occupancy; LANDLORD may re-let the premises or any part or parts thereof, either in the name of LANDLORD or otherwise, for a term or terms, which may at LANDLORD'S option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, and may grant concessions or charge a higher rental than that in this Lease, and/or (c) TENANT shall also pay LANDLORD as liquidated damages for the failure of TENANT to observe and perform said TENANT'S covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid, and the net amount, if any, of the rents collected on account of the Lease or Leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. If LANDLORD has rented the Demised Premises for an amount equal to or greater than the original Lease amount and has recovered other related expenses as described herein, TENANT'S original Lease obligations shall cease. The failure of LANDLORD to re-let the premises or any part or parts thereof shall not release or affect TENANT'S liability for damages. In computing such liquidated damages as LANDLORD may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage,

advertising and for keeping the Demised Premises in good order, or in restoring the Demised Premises to the condition at the commencement of this Lease. Any such liquidated damages shall be paid in monthly installments by TENANT on the rent day specified in this Lease, and any suit 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 until judgment is fully repaid as specified in the judgment. LANDLORD, in putting the Demised Premises in good order or preparing the same for re-rental may, at LANDLORD'S option, make such alterations, repairs, replacements, and/or decorations in the Demised Premises as LANDLORD, in LANDLORD'S reasonable judgment, considers advisable and necessary for the purpose of restoring the Demised Premises to the condition at the commencement of this Lease, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be concerned to release TENANT from liability hereunder as aforesaid. LANDLORD shall in no event be liable in any way whatsoever for failure to re-let the Demised Premises, or in the event that the Demised Premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall TENANT be entitled to receive any excess, if any, of such net rents collected over the sums payable by TENANT to LANDLORD hereunder. In the event of a breach by TENANT of any of the covenants or provisions hereof, LANDLORD shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy, shall not preclude LANDLORD from any other remedy, in law or in equity. TENANT hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of TENANT being evicted or dispossessed for any cause, or in the event of LANDLORD obtaining possession of the Demised Premises, by reason of the violation by TENANT of any of the covenants of this Lease, or otherwise. If LANDLORD does not cure or commence a cure of a default of its obligations, specifically including the HVAC system, which is critical to the continued operation of TENANT'S practice within five (5) days after delivery of written notice from TENANT, TENANT may cure such default at LANDLORD'S cost. If TENANT at any time, by reason of a default as described herein, pays any sum or does any act that requires the payment of any sum, the reasonable sum paid by TENANT shall be due from LANDLORD to TENANT within thirty (30) days of written request therefor. Such written request shall contain copies of documentation supporting the sum requested. In the event LANDLORD fails to pay same within thirty (30) days of written request, then TENANT may offset same against rental payments.

19. **APPARATUS.** Any major or potentially dangerous apparatus, shall not be installed without the prior approval of the LANDLORD.

20. **PARKING.** LANDLORD shall maintain suitable parking areas which may be used by TENANT, its employees and clients, including the furnishing of snow removal and lighting facilities, subject to reasonable rules and regulations from time to time promulgated by the LANDLORD to insure the safe, proper, convenient and reasonable use of the parking areas.

21. **SIGNS.** No advertising or signs may be placed in the public area of said building or adjacent thereto, without the consent of the LANDLORD. LANDLORD shall cause to be erected, at LANDLORD'S expense, signage at the entrance to the Demised Premises as well as in lobby or other common areas similar to signage for other Tenants, which shall announce the presence of TENANT or give direction to the Demised Premises. LANDLORD shall also grant to TENANT the right to erect signage at roadside in the same manner as other Tenants upon TENANT'S securing necessary permits and approvals from the Town or other jurisdictional authority.

22. **RENEWAL OPTIONS.** TENANT shall have the right to renew its leasehold interest for an additional term of five (5) years, such renewal being automatic unless TENANT gives notice, in writing, to LANDLORD at least ninety (90) days in advance of the termination of this Lease of his election. The mean level of the Bureau of National Statistics Cost of Living Index (National) during the year 2002 shall be the base for the adjustment upward of the base rent during the renewal option period. If upon the commencement of the option period the level of said Cost of Living Index shall be in excess of the aforesaid base, the base monthly rent payable during such option period shall be increased by sixty (60%) percent of the percentage change in said base level; but in no event shall the base monthly rent be less than the base monthly rent during the end of the original term.

23. **NOTICES.** All notices shall be given by certified mail to the address of the parties as designated above, or as hereafter designated by the parties in writing.

24. **FIT-UP.** The cost of fit-up shall be borne entirely by TENANT, except that LANDLORD shall grant a fit-up allowance of up to \$2,500 which may not be applied to any structural changes.


25. **ADDITIONAL PROVISION.** LANDLORD agrees that, with respect to TENANT'S metered utilities, LANDLORD shall pay up to the first \$250 of the monthly utility bill during the first five year term of this Lease with TENANT being responsible for the balance. LANDLORD further agrees that the amount of rents shown in the first section of this Lease shall be considered to be inclusive of TENANT'S proportionate share of common area and tax charges. Therefore, LANDLORD agrees that sections 6 and 7 of this Lease shall not apply to this TENANT.

26. **BINDING EFFECT.** This Lease constitutes the entire agreement between the parties and all conditions and covenants hereof shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, executors, administrators and assigns.

27. **PEACEFUL POSSESSION.** The LANDLORD covenants that the TENANT, on paying the said rentals and performing the covenants and conditions in this Lease contained, shall and may peacefully and quietly have, hold and enjoy the demised premises for the aforesaid term.

IN WITNESS WHEREOF, said LANDLORD has caused this Instrument to be executed by its duly authorized officer, and the said TENANT has hereunto set their hands on or as of this day of _____ of 2003.

ACCENT ON HEALTH REALTY, INC., Landlord

By: 
Corporate Secretary

PLANNED PARENTHOOD  INC.



STATE OF NEW YORK)
) ss:
COUNTY OF SARATOGA)

On _____, 2003, before me personally appeared STEPHEN P. BURKE, to me known, who, being by me duly sworn, did depose and say that he is the Corporate Secretary for Accent on Health Realty, Inc. described in and which executed the foregoing instrument; that he signed his name thereto by order of the Shareholders of the Corporation and that said Corporation has no seal.

Notary Public

DOH STATE OF NEW YORK
DEPARTMENT OF HEALTH

433 River Street, Suite 303

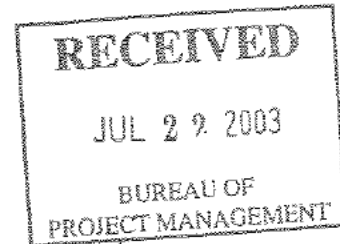
Troy, New York 12180-2299

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

Dennis P. Whalen
Executive Deputy Commissioner

July 16, 2003

[REDACTED]
Vice President of Field Services
Planned Parenthood [REDACTED] Inc.



Re: 1172-I
Planned Parenthood [REDACTED]
[REDACTED] Inc.
(Saratoga County)
Relocate Clifton Park extension
clinic to 1673 Route 9, Clifton Park

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:

1. The lease agreement.

enclosed

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

Brian W. Morris
Associate Health Planner
Bureau of Project Management

BWM/mam



copy



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 Comm

July 16, 2003

[REDACTED]
Vice President of Field Services
Planned Parenthood [REDACTED] Inc.

Re: 1172-I
Planned Parenthood [REDACTED]
[REDACTED] Inc.
(Saratoga County)
Relocate Clifton Park extension
clinic to 1673 Route 9, Clifton Park

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:

1. The lease agreement.

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/mam

cert 1017
1 original
8 copies

June 4, 2003

RECEIVED
JUN 05 2003
BUREAU OF
PROJECT MANAGEMENT

Bureau of Project Management
Department of Health
433 River Street, Suite 303
Troy, NY 12180-2299

Serving

Enclosed is our certified check in the amount of \$1,250 for the filing fee, and one (1) original and eight (8) copies of our Certificate of Need for expansion of an existing service.

Please call me if there are any questions.

Thank you.

[REDACTED]
Vice President of Field Services

[REDACTED]
Enclosures

47089

4 Original
(8 copies)

administrative review

Certificate of Need Application

General Information
Page 1 of 1

03/17/03

RECEIVED
JUN 05 2003
PROJECT MANAGEMENT

General Information

I Facility Identification

003611

Operating Certificate No. [REDACTED]	Facility Name Planned Parenthood [REDACTED] Inc.	PEI No. [REDACTED]
Facility Address [REDACTED]	Name and Title of Contact Person [REDACTED] VP-Field Services	
City [REDACTED]	County [REDACTED]	Zip [REDACTED]
Name of Operator Planned Parenthood [REDACTED], Inc.		Street and Number [REDACTED]
City [REDACTED]		State [REDACTED]
Street and Number [REDACTED]		Telephone Number [REDACTED]
City [REDACTED]		State [REDACTED]
Zip [REDACTED]		Name of Administrator [REDACTED], President
Address of the site/location of the proposed activity Health Plex, 1673 Route 9, Clifton Park, NY 12065		

II Project Outline

Facility Type (1)	Code (2)	Proposed Solution/Action (3)	Code (4)	Functional Areas/Services/Bed Types Affected (5)
J	K	Relocation of	471	Family Planning O/P
		Diagnostic and	404	Cancer Detection
		Treatment Center	472	Health Education O/P
			411	Immunology
			479	Social Work Services O/P
			429	Venereal Disease 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.

6/4/03
Date
[REDACTED] Signature
[REDACTED] Type Name
Co-President Title

administrative review

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	

administrative review

Certificate of Need Application

Schedule 2

Project Narrative

This project includes the relocation of an existing facility to a new tenant space. We received notification from our present landlord on 12/31/02 that the existing space had been sold and we needed to vacate the premises on or before 4/30/03.

The new location, HealthPlex, 1673 Route 9, Clifton Park, NY is [REDACTED] of our present location at [REDACTED]

The new space is an increase of 100 square feet and will include an additional exam room. We anticipate an increase of patient visits by 8%, and to serve the same general population.

The proposed space was an existing medical center, therefore, minimizing the costs of construction.

Our hospital affiliation is with [REDACTED]

administrative review

Certificate of Need Application

Schedule 3

Environmental Assessment

<p>Part I</p> <p>1. If this application involves construction will it:</p> <p>(a) change land use or density? N</p> <p>(b) have permanent effect on the environment if temporary land use is involved? N</p> <p>(c) require work related to the disposition of asbestos? N</p>	<p>10. Will the project have any adverse impact on public health or safety? Y/N</p> <p>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? Y/N</p>
<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> <p>Part II</p> <p>(A) If any question in Part II is answered YES, the project may be significant and more information will be necessary.</p> <p>(B) If all questions in Part II are answered NO, it is likely that the project is not significant.</p> <p>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.</p> <p>(a) the physical alteration of 10 acres or more? Y/N</p> <p>(b) use ground/surface water or discharge waste water to ground/surface waters in excess of 2,000,000 gal/day? Y/N</p> <p>(c) parking for 1,000 vehicles or more? Y/N</p> <p>(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? Y/N</p> <p>(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? Y/N</p>	<p>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?</p> <p>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? Y/N</p> <p>14. Is the project within the Coastal Zone as defined in Executive Law, Article 42? Y/N</p> <p>Part III</p> <p>1. List all other state or local agencies involved in approval of project:</p> <hr/> <p>2. Has any other agency made an environmental review of the project? If so, give name _____</p> <p>3. Is there public controversy concerning environmental aspects of the project? If yes, attach description. Attachment # _____</p>
<p>2. In a locality without any zoning regulation to height, will the project contain any structures exceeding 100 feet above the original ground area? Y/N</p> <p>3. Is the project wholly or partially within an agricultural district certified pursuant to Agricultural and Markets Law, Article 25, Section 303? Y/N Will the project:</p> <p>4. significantly affect drainage flow on adjacent sites? Y/N</p> <p>5. affect any threatened or endangered plant or animal species? Y/N</p> <p>6. result in a major adverse effect on air quality? Y/N</p> <p>7. have a major effect on visual character of the community or scenic views or vistas known to be important to the community? Y/N</p> <p>8. result in major traffic problems or have a major effect on existing transportation systems? Y/N</p> <p>9. regularly cause objectionable odors, noise, glare, vibration or electrical disturbances as a result of the projects operation? Y/N</p>	<p>Preparer's Signature: <u>Richard R Butler</u></p> <p>Print name: <u>RICHARD R. BUTLER</u></p> <p>Title: <u>ARCHITECT</u></p> <p>Date: <u>JUNE 2 2003</u></p> <p>Representing: <u>BUTLER ROWLAND HAYS ARCHITECTS LLP</u></p>

administrative review

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	\$7,000		\$7,000
2.3 Site Development			
2.4 Temporary Power	\$65		\$65
3.1 Design Contingency			
3.2 Construction Contingency			
4.1 Fixed Equipment (NIC)			
4.2 Planning Consult Fees			
4.3 Arch/Engineering/Design Fees	\$2,000		\$2,000
4.4 Construction Manager Fees			
4.5 Other Fees (Consultant, etc.)			
4.6 CON Fee	\$1,250 \$1,000	\$1,250 \$1,000	\$1,250 \$1,000
Subtotal (1.1 thru 4.5)			
5.1 Moveable Equipment			
6 Total Basic Cost of Construction (1.1 thru 5.1)			
7.1 Financing Costs (points etc).			0
7.2 Interim Interest Expense (Total Interest on Construction Loan: ___ @ ___ % for ___ mos)			0
8 Estimated Total Project Cost (total 6 thru 7.2)	\$10,315		\$10,315

Construction Start Date March 2003

Midpoint of Construction Date March 2003

Construction Completion Date March 2003

Est # of Mos to Complete Construction 2 weeks

administrative review

Certificate of Need Application

Schedule 5

Proposed Plan for Project Financing

<p>A. Lease</p> <p>A complete copy of each proposed lease must be submitted.</p> <p>Attachment # _____</p>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 60%;">Item</th> <th style="text-align: left;">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										
_____	\$ _____										
_____	\$ _____										
_____	\$ _____										
<p>B. Cash</p> <p>Attach a copy of the latest certified financial statement and interim monthly or quarterly financial reports to cover the balance of time to date.</p> <p>Attachment # _____</p>	<table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 60%;">Accumulated Funds</td> <td>\$ _____</td> </tr> <tr> <td>Sale of Existing Assets *</td> <td>\$ _____</td> </tr> <tr> <td>Other (gifts, grants**, etc)</td> <td>\$ _____</td> </tr> <tr> <td>TOTAL CASH</td> <td>\$ 10,315</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 # _____.</p>	Accumulated Funds	\$ _____	Sale of Existing Assets *	\$ _____	Other (gifts, grants**, etc)	\$ _____	TOTAL CASH	\$ 10,315		
Accumulated Funds	\$ _____										
Sale of Existing Assets *	\$ _____										
Other (gifts, grants**, etc)	\$ _____										
TOTAL CASH	\$ 10,315										
<p>C. Debt Financing</p> <p>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.</p> <p>Attachment # _____</p>	<table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 60%;">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
	From <u>3/31/03</u> to <u>4/1/04</u>
1. Salaries & Wages	\$
2. Employee Benefits	
3. Professional Fees	
4. Medical & Surgical Supplies	
5. Non-medical & Non-surgical Supplies	
6. Utilities	
7. Purchased Services	
8. Other Direct Expenses -	
9. Subtotal (total 1 thru 8)	
10. Interest	
11. Depreciation & Rent (rent increase annually)	\$5,441.04
12. Total Incremental Operating Costs	\$ 5,441.04

administrative review

Certificate of Need Application

Schedule 7

Annual Operating Revenues

Categories	First Full Year Annual Incremental Cost Impact 3/31/03 - 4/1/04 From ___ to ___
1. Daily Hospital Services	\$
2. Ambulatory Services	
3. Ancillary Services	
4. Total Gross Patient Care Services Rendered	
5. Deductions from Revenue	
6. Net Patient Care Services Revenue	
7. Other Operating Revenue	
8. Total Operating Revenue	
9. Non-Operating Revenue	
10. Total Incremental Project Revenue	\$7,200

Anticipate increase in patients of 5/week

administrative review

Certificate of Need Application

Schedule 8

THIS MOVE WILL NOT AFFECT SERVICE UTILIZATION

Inpatient and Outpatient Services Utilization

Service Classification (1)	Utilization Measure (2)	Current Year ____ to ____ (3)	First Full Year After Project Implementation (4)	Percent Outpatient (5)

administrative review

Certificate of Need Application

Schedule 10

- new
 alteration

Space & Construction Cost Distribution{

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)
				2,400		\$12,000	

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 Other Metropolitan or Suburban Rural Area
3. This submission consists of: New Construction Report Number of Pages 1
 Alteration Construction Report Number of Pages

APPLICANT OR REPRESENTATIVE ▼ **OR** ▼ PROJECT ARCHITECT ENGINEER OR ESTIMATOR

Signature

Bob R. Bush
Signature of Preparer

Print or Type Name

BUTLER BOWLAND MAYS ARCHITECTS, LLP
Firm Name, Project Engineer or Estimator

Title

232 SCENTRAL AVE
Mailing Address

Date

MECHANICVILLE NY 12118
City and State

Area Code and Telephone Number

518-669 8778
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 # 2

administrative review

Certificate of Need Application

Schedule 13

Certified Services Table

Code (1)	Service Name (2)	Effect on Operating Certificate			Sites and Method of Provision (4)
		Certify	Decertify (3)	Change	
471	Family Planning O/P	X			All services offered in site - Planned Parenthood [REDACTED] Inc., 1673 Route 9, Clifton Park, New York 12065
404	Cancer Detection	X			
472	Health Education O/P	X			
411	Immunology	X			
479	Social Work Services	X			
429	Venereal Disease	X			

RHCF PROPOSALS where the addition or deletion of service space is involved,

describe in Attachment # _____

administrative review

Certificate of Need Application

Schedule 15

NO ADDITIONAL STAFF REQUIRED

Staffing

Categories	Current Year	First Year Implementation
	From _____ to _____ mo/yr mo/yr	From _____ to _____ mo/yr mo/yr
1. Management & Supervision		
2. Technician & Specialist		
3. Registered Nurses		
4. Licensed Vocational (Practical) Nurses Aides, Orderlies & Attendees		
5. Physicians		
6. Intern, Resident & Fellow Non-Physician Medical Practitioners		
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		

* 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 # _____.

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;

[Redacted Signature]

Signature

Date

6/24/03

Type Name

Title

[Redacted Name]
Co-President/CEO

Certificate of Need Application

For Establishment/Construction Requiring Full Review *

Attachments

Schedule # _____

Attachment # _____	Title _____	Page # _____
--------------------	-------------	--------------

ATTACHMENT #1

PLANNED PARENTHOOD [REDACTED] INC.
FINANCIAL STATEMENTS, DECEMBER 31, 2002

ATTACHMENT #2

LETTER FROM BUTLER ROWLAND MAYS
RE: TENANT IMPROVEMENTS

ATTACHMENT #3

EMERGENCY APPROVAL DOCUMENTS

* Do not use the master copy. Photocopy master and then complete copy if this schedule is required.

**PLANNED PARENTHOOD
[REDACTED] INC.**

**FINANCIAL STATEMENTS
DECEMBER 31, 2002**

TABLE OF CONTENTS

DECEMBER 31, 2002

Independent Auditor's Report	Page 1
Statement of Financial Position	Page 2
Statement of Activities	Page 3
Statement of Functional Expenses	Page 4
Statement of Cash Flows	Page 5
Notes to Financial Statements	Pages 6 - 12
Schedule of Cash and Cash Equivalents	Page 13
Statement of Activities by Program and Supporting Services - Unrestricted	Page 14

DOYLE & GOLDEN

CERTIFIED PUBLIC ACCOUNTANTS, PC

ELIZABETH A. DOYLE, C.P.A.

GRACE E. GOLDEN, C.P.A.

CORNER OF ROUTES 7 & 278

317 BRICK CHURCH ROAD

TROY, N.Y. 12180

(518) 279-0635

FAX: (518) 279-4153

1707 CENTRAL AVENUE

SUITE NO. 303

ALBANY, N.Y. 12205

(518) 452-2919

FAX: (518) 452-3141

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Planned Parenthood
[REDACTED] Inc.

We have audited the accompanying statement of financial position of Planned Parenthood [REDACTED] Inc. as of December 31, 2002, 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 the Organization's December 31, 2001 financial statements and, in our report dated March 5, 2002, we expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with generally accepted auditing standards in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America. 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 [REDACTED] Inc. as of December 31, 2002, and the changes in its net assets and its cash flows for the year then ended in conformity with generally accepted accounting principles in the United States of America.

Our audit was made for the purpose of forming an opinion on the financial statements included in the first paragraph. The supplemental information included in the schedule of cash and cash equivalents and the statement of activities by program and supporting services - unrestricted are presented for the purpose of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements referred to above and, in our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

In accordance with Government Auditing Standards, we have also issued a separate report dated February 13, 2003, on our consideration of Planned Parenthood [REDACTED] Inc.'s internal control over financial reporting and its compliance with certain provisions of laws, regulations, and grants. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audit.

Doyle + Golden

Albany, New York
February 13, 2003

**PLANNED PARENTHOOD
 [REDACTED] INC.
 STATEMENT OF FINANCIAL POSITION
 DECEMBER 31, 2002
 (WITH COMPARATIVE TOTALS FOR 2001)**

	<u>2002</u>	<u>2001</u>
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 508,325	\$ 544,389
Investments	1,075,158	1,073,652
Accounts Receivable, Net	1,429,308	1,090,161
Promises to Give – Capital Campaign	126,431	-
Inventory	162,118	174,960
Prepaid Expense	<u>84,007</u>	<u>79,595</u>
Total Current Assets	3,385,347	2,962,757
LAND, BUILDING AND EQUIPMENT, NET	1,503,575	1,510,456
OTHER ASSETS		
Deposits	100,698	4,982
Financing Costs, Net	6,649	1,741
Donated Property	<u>60,000</u>	<u>60,000</u>
TOTAL ASSETS	<u>\$5,056,269</u>	<u>\$4,539,936</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	\$ 259,303	\$ 236,583
Accrued Expenses and Payroll Withholdings	382,412	341,034
Cash Advances – New York State	492,874	492,724
Current Portion – Long Term Debt	110,444	45,422
Deferred Income	<u>30,622</u>	<u>31,737</u>
Total Current Liabilities	1,275,655	1,147,500
OTHER LIABILITIES – LONG TERM DEBT, NET OF CURRENT PORTION	<u>403,306</u>	<u>221,843</u>
TOTAL LIABILITIES	<u>1,678,961</u>	<u>1,369,343</u>
NET ASSETS		
UNRESTRICTED:		
Designated by Board for Endowment Purposes	520,739	571,981
Designated by Board for Career Development	10,000	10,000
Undesignated	<u>2,722,448</u>	<u>2,538,133</u>
Total Unrestricted Net Assets	3,253,187	3,120,114
TEMPORARILY RESTRICTED NET ASSETS	<u>124,121</u>	<u>50,479</u>
TOTAL NET ASSETS	<u>3,377,308</u>	<u>3,170,593</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$5,056,269</u>	<u>\$4,539,936</u>

See notes to financial statements.

**PLANNED PARENTHOOD
 [REDACTED] INC.
 STATEMENT OF ACTIVITIES
 YEAR ENDED DECEMBER 31, 2002
 (WITH COMPARATIVE TOTALS FOR 2001)**

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2002</u>	<u>2001</u>
PUBLIC SUPPORT AND REVENUE				
Public Support:				
Contributions	\$ 383,100	\$148,876	\$ 531,976	\$ 348,442
Foundation Grants	80,946	7,600	88,546	103,672
Government Grants				
New York State	3,928,780	-	3,928,780	3,845,334
County	<u>65,970</u>	<u>-</u>	<u>65,970</u>	<u>72,745</u>
Total Public Support	<u>4,458,796</u>	<u>156,476</u>	<u>4,615,272</u>	<u>4,370,193</u>
Revenue:				
Medicaid	2,364,534	-	2,364,534	2,050,233
Sale of Medical and Contraceptive Supplies	939,353	-	939,353	561,130
Patient Fees	2,071,882	-	2,071,882	1,970,032
Training and Education Programs	5,882	-	5,882	282
Investment Return	(61,962)	-	(61,962)	22,094
Miscellaneous Income	<u>42,486</u>	<u>-</u>	<u>42,486</u>	<u>86,662</u>
Total Revenue	<u>5,362,175</u>	<u>-</u>	<u>5,362,175</u>	<u>4,690,433</u>
Net Assets Released from Restrictions:				
Restrictions Satisfied by Payment	<u>82,834</u>	<u>(82,834)</u>	<u>-</u>	<u>-</u>
TOTAL SUPPORT AND REVENUE	<u>9,903,805</u>	<u>73,642</u>	<u>9,977,447</u>	<u>9,060,626</u>
EXPENSES				
Program Services	8,391,099	-	8,391,099	7,911,837
Management and General	1,181,758	-	1,181,758	1,150,298
Fund Raising	<u>197,875</u>	<u>-</u>	<u>197,875</u>	<u>202,797</u>
TOTAL EXPENSES	<u>9,770,732</u>	<u>-</u>	<u>9,770,732</u>	<u>9,264,932</u>
INCREASE IN NET ASSETS	133,073	73,642	206,715	(204,306)
NET ASSETS BEGINNING OF YEAR	<u>3,120,114</u>	<u>50,479</u>	<u>3,170,593</u>	<u>3,374,899</u>
NET ASSETS END OF YEAR	<u>\$3,253,187</u>	<u>\$124,121</u>	<u>\$3,377,308</u>	<u>\$3,170,593</u>

See notes to financial statements.

PLANNED PARENTHOOD
[REDACTED], INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2002
(WITH COMPARATIVE TOTALS FOR 2001)

	PROGRAM SERVICES							SUPPORTING SERVICES				
	FAMILY PLANNING	PRE- NATAL	Y.O.U.	WIC	LGBT	RAPE CRISIS	SURGERY	PROGRAM TOTAL	MANAGEMENT & GENERAL	FUND RAISING	2002 TOTAL	2001 TOTAL
Salaries and Wages	\$3,634,289	\$142,657	\$39,231	\$316,289	\$30,420	\$245,047	\$149,413	\$4,557,346	\$652,573	\$121,558	\$5,331,477	\$5,101,061
Employee Health and Retirement	356,327	14,504	3,967	32,161	3,530	26,933	15,192	452,614	64,810	12,073	529,497	537,093
Payroll Taxes	311,714	11,307	3,245	26,177	2,635	22,260	12,880	390,218	55,876	10,408	456,502	414,371
Total Compensation and Benefits	4,302,330	168,468	46,443	374,627	36,585	294,240	177,485	5,400,178	773,259	144,039	6,317,476	6,052,525
Amortization	-	-	-	-	-	-	-	-	1,366	-	1,366	268
Bad Debts	71,766	-	-	-	-	-	20,500	92,266	-	-	92,266	87,332
Conferences and Conventions	46,520	-	20	1,703	-	18,744	-	66,987	9,587	-	76,574	56,670
Equipment Repairs	43,670	235	36	1,868	-	18,823	1,887	66,519	9,525	1,774	77,818	64,759
Lab Fees	307,046	44,989	-	-	-	-	2,761	354,796	-	-	354,796	345,700
Laundry	-	-	-	-	-	-	614	614	-	-	614	701
Malpractice Insurance	60,364	4,241	-	-	-	-	44,695	109,300	-	-	109,300	101,334
Membership Dues	102,191	-	-	295	-	500	-	102,986	14,739	-	117,725	110,369
Miscellaneous	17,953	510	-	19,803	-	4,128	145	42,539	12,809	3,514	58,862	52,832
Occupancy (Includes Mortgage Interest)	239,738	5,406	2,200	51,379	-	19,778	23,094	341,595	95,514	2,050	439,159	424,773
Outside Printing and Publicity	61,127	-	-	-	3,813	31,017	-	95,957	13,733	14,285	123,975	135,205
Patient Assistance	1,570	-	-	-	-	7,649	360	9,579	-	-	9,579	4,191
Physician Fees	16,840	24,720	-	-	-	-	190,194	231,754	-	-	231,754	238,991
Postage and Shipping	50,694	249	121	1,557	331	1,411	360	54,723	7,836	5,735	68,294	61,184
Professional Fees	302,704	3,804	400	1,300	-	11,420	44,055	363,683	54,452	21,923	440,058	364,081
Public Affairs Office	81,627	-	-	-	-	-	-	81,627	-	-	81,627	85,221
Subscriptions and Reference Publications	4,322	27	-	-	-	158	14	4,521	647	250	5,418	4,910
Supplies	421,692	7,514	837	23,847	2,315	13,773	95,020	564,998	77,395	280	642,673	595,613
Telephone	100,426	1,654	1,253	5,310	-	16,665	5,436	130,744	18,721	3,487	152,952	152,677
Travel	43,979	-	2,575	5,044	1,510	11,011	1,461	65,580	33,784	-	99,364	98,229
Total Expenses Before Depreciation	6,276,559	261,817	53,885	486,733	44,554	449,317	608,081	8,180,946	1,123,367	197,337	9,501,650	9,037,565
Depreciation	179,443	1,045	-	12,841	-	-	16,824	210,153	58,391	538	269,082	227,367
TOTAL	\$6,456,002	\$262,862	\$53,885	\$499,574	\$44,554	\$449,317	\$624,905	\$8,391,099	\$1,181,758	\$197,875	\$9,770,732	\$9,264,932

See notes to financial statements.

**PLANNED PARENTHOOD
 [REDACTED] INC.
 STATEMENT OF CASH FLOWS
 YEAR ENDED DECEMBER 31, 2002
 (WITH COMPARATIVE TOTALS FOR 2001)**

	<u>2002</u>	<u>2001</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (Decrease) in Net Assets	\$ 206,715	\$(204,306)
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash Provided by Operating Activities		
Depreciation	269,082	227,365
Realized and Unrealized (Gain) Loss on Investments	99,352	20,550
(Increase) Decrease in Operating Assets		
Accounts Receivable	(339,147)	48,854
Pledges Receivable	(126,431)	-
Inventory	12,842	18,013
Prepaid Expense	(4,412)	(36,996)
Other Assets	(100,624)	1,555
Increase (Decrease) in Operating Liabilities		
Accounts Payable	22,720	(23,465)
Accrued Expenses and Payroll Withholdings	41,378	(45,943)
Cash Advances – New York State	150	74
Deferred Income	<u>(1,115)</u>	<u>4,381</u>
Net Cash Provided by Operating Activities	80,510	10,082
CASH FLOWS FROM INVESTING ACTIVITIES:		
Net (Purchases) Sales of Investments	(100,858)	484,468
Net (Purchases) of Property and Equipment	<u>(262,201)</u>	<u>(314,475)</u>
Net Cash (Used In) Investing Activities	(363,059)	169,993
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repayments of Long-Term Debt	(284,443)	(142,381)
Loan Proceeds	<u>530,928</u>	<u>100,000</u>
Net Cash Provided by (Used in) Financing Activities	246,485	(42,381)
NET INCREASE (DECREASE) IN CASH	(36,064)	137,694
CASH BEGINNING OF YEAR	<u>544,389</u>	<u>406,695</u>
CASH END OF YEAR	<u>\$ 508,325</u>	<u>\$ 544,389</u>

DISCLOSURE OF ACCOUNTING POLICY: For the purposes of the statement of cash flows, the Organization considers as cash equivalents all cash and money market accounts with the exception of managed investment accounts.

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

	<u>2002</u>	<u>2001</u>
Interest paid during the year	\$33,410	\$24,630
Unrelated Business Income Taxes	-	-

See notes to financial statements.

PLANNED PARENTHOOD
██████████ INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2002

NOTE 1 – SIGNIFICANT ACCOUNTING AND REPORTING POLICIES

Planned Parenthood ██████████ Inc. is a nonprofit organization formed for the purpose of providing human reproductive health and planning services, education and research. The Organization is exempt from income tax under Section 501(c)3 of the Internal Revenue Code and is not a private foundation.

Method of Accounting

The financial statements of the Organization have been prepared utilizing the accrual basis of accounting.

Financial Statement Presentation

The Organization adopted Statement of Financial Accounting Standards (SFAS) No. 117, Financial Statements of Not-for-Profit Organizations. Under SFAS No. 117, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows.

Contributions

The Organization has adopted Statement of Financial Accounting Standards (SFAS) No. 116, Accounting for Contributions Received and Contributions Made, whereby contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restriction expires in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Contributed Services

During the years ended December 31, 2002 and 2001, the value of contributed services not meeting the requirements for recognition in the financial statements, under SFAS No. 116, Accounting for Contributions Received and Contributions Made, amounted to \$10,928 and \$11,001, respectively. The volunteers perform a variety of tasks to assist the Organization to carry out its mission.

Volunteer services are valued at rates paid to employees for performing similar duties.

Donated materials are recorded at fair market value at the date of donation.

Reclassifications

Certain amounts in the prior year totals have been reclassified to conform to the 2002 presentation.

PLANNED PARENTHOOD
[REDACTED] INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2002

NOTE 1 – SIGNIFICANT ACCOUNTING AND REPORTING POLICIES – (CONTINUED)

Expense Allocation

The costs of providing services has been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among program and supporting services benefited based upon management's determinations.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the use of management's estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 – NET ASSET DESIGNATION

UNRESTRICTED –

The Organization's Board of Directors approved the formation of a fund functioning as an endowment fund which is to be funded by memorial and endowment contributions received from the public. The Board of Directors has designated this fund such that the income therefrom shall be utilized for the continuing benefit of the Organization.

The Organization's Board of Directors approved the formation of a career development fund to allow staff to further their careers. During 1993 the Board of Directors approved two transfers from operations of \$5,000 each for 1992 and 1993.

New York State Grant funding for the provision of services is recognized in the Statement of Activities, to the extent expenditures are incurred, as unrestricted. The grants are in fact restricted as to time and purpose.

TEMPORARILY RESTRICTED –

Substantially all of the restrictions on net assets at December 31, 2002, relate to conditional contributions and grants for specific program activity as follows:

Pre-Natal Program	\$ 3,493
Family Planning – Education	1,530
Family Planning – Services	1,911
[REDACTED] Program	1,983
Building Improvements	6,450
Capital Campaign	<u>108,754</u>
Total	<u>\$124,121</u>

PLANNED PARENTHOOD
 [REDACTED] INC.
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2002

NOTE 3 – INVESTMENTS

Investments are presented in the financial statements at market value. A comparison between market value and cost, at December 31, 2002, follows:

	<u>UNRESTRICTED</u>		<u>UNRESTRICTED BOARD DESIGNATED</u>		<u>CAPITAL CAMPAIGN RESTRICTED</u>	
	<u>Market</u>	<u>Cost</u>	<u>Market</u>	<u>Cost</u>	<u>Market</u>	<u>Cost</u>
Cash and Money Markets	\$ 491	\$ 491	\$ 15,628	\$ 15,628	\$ 226	\$226
Mutual Funds	507,652	507,652	230,819	273,987	-	-
Stocks	34,158	-	163,691	187,456	15,219	-
Government Bonds	-	-	107,274	101,046	-	-
	<u>\$542,301</u>	<u>\$508,143</u>	<u>\$517,412</u>	<u>\$578,117</u>	<u>\$15,445</u>	<u>\$226</u>

Investment Return consists of income on both the Organization's various cash accounts and investment accounts. Investment return at December 31, 2002 is summarized as follows:

Investment Income	\$ 37,390
Net Realized (Loss)	(1,034)
Unrealized (Loss)	(98,318)
Total	<u>\$(61,962)</u>

NOTE 4 – ACCOUNTS RECEIVABLE

Details are as follows:	<u>2002</u>	<u>2001</u>
Patients	\$ 773,158	\$ 554,278
Grants	444,775	269,987
Medicaid	278,940	203,242
New York State – [REDACTED] Service	29,969	9,551
New York State Dept. of Health Withhold	-	86,754
Other	4,744	6,349
	<u>1,531,586</u>	<u>1,130,161</u>
Less: Allowance for Uncollectibles	<u>102,278</u>	<u>40,000</u>
Total	<u>\$1,429,308</u>	<u>\$1,090,161</u>

NOTE 5 – PROMISES TO GIVE

In 2002 the Organization began a capital campaign fund-raising drive. Promises to give are restricted to payment of capital costs related to the Secure Access for Everyone Campaign. The promises to give as of December 31, 2002, are as follows:

Promises to give expected to be collected in:	
Receivable in less than 1 year	\$ 42,647
Receivable in one to five years	<u>83,784</u>
Total	<u>\$126,431</u>

Promises to give receivables in more than 1 year are discounted at 3%. Uncollectible promises are expected to be insignificant.

PLANNED PARENTHOOD
 INC.
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2002

NOTE 6 – INVENTORY

Inventory is valued at lower of cost (first-in, first-out method) or market.

Details are as follows:	<u>2002</u>	<u>2001</u>
Medical	\$ 69,106	\$ 81,878
Contraceptive	93,012	93,082
Total	<u>\$162,118</u>	<u>\$174,960</u>

NOTE 7 – LAND, BUILDING AND EQUIPMENT

Acquisitions of property and equipment in excess of \$500, with a useful life in excess of one year are capitalized.

Property and equipment is recorded at cost and depreciated using the straight-line method over the assets estimated useful life. Donated property and equipment is recorded at approximate fair value at the date of donation.

In addition to property and equipment owned, the Organization is responsible for equipment, the cost of which is reimbursed from state funds, which is deemed to be property of New York State. Such equipment is expected to remain in service for its entire useful life; therefore, it is recorded as equipment and is depreciated using the methods described above.

Details of land, building and equipment for the year ended December 31, 2002 are as follows:

	JANUARY 1, 2002	ADDITIONS	DELETIONS	DECEMBER 31, 2002
COST				
Land	\$ 149,038	\$ -	\$ -	\$ 149,038
Buildings and Improvements	2,173,665	89,927	-	2,263,592
Furnishings and Equipment	<u>1,821,237</u>	<u>172,274</u>	-	<u>1,993,511</u>
Total	<u>4,143,940</u>	<u>\$262,201</u>	<u>\$ -</u>	<u>4,406,141</u>
ACCUMULATED DEPRECIATION				
Buildings and Improvements	1,344,244	\$101,846	\$ -	1,446,090
Furnishings and Equipment	<u>1,289,240</u>	<u>167,236</u>	-	<u>1,456,476</u>
Total	<u>2,633,484</u>	<u>\$269,082</u>	<u>\$ -</u>	<u>2,902,566</u>
NET BOOK VALUE	<u>\$1,510,456</u>			<u>\$1,503,575</u>

PLANNED PARENTHOOD
 INC.
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2002

NOTE 8 – LONG TERM DEBT

Details are as follows:

	<u>CURRENT</u> <u>PORTION</u>	<u>LONG</u> <u>TERM</u>	<u>2002</u> <u>TOTAL</u>	<u>2001</u> <u>TOTAL</u>
Lear Financial Corporation (A) \$	391	\$ -	\$ 391	\$ 4,705
Evergreen Bank (B)	31,843	170,622	202,465	230,263
American Express Equipment Finance (C)	3,600	3,000	6,600	10,200
M & T Bank (D)	4,877	2,471	7,348	12,226
Toyota Financial (E)	3,949	1,974	5,923	9,871
Banknorth, N.A. (F)	3,667	7,333	11,000	-
Key Municipal Finance (G)	<u>62,117</u>	<u>217,906</u>	<u>280,023</u>	-
Total	<u>\$110,444</u>	<u>\$403,306</u>	<u>\$513,750</u>	<u>\$267,265</u>

- (A) Capital lease obligation for ultrasound equipment, monthly principal and interest (12.7%) payments of \$530 are payable through January 2003.
- (B) Consolidated note secured by mortgages on properties and contents of properties owned by the Organization. Monthly principal and interest payments at December 31, 2002 are \$3,837. Ten-year balloon note due July 1, 2008. Initial interest rate of 8.26% per annum. Commencing August 1, 2003, the interest rate will be based on 2.75 points over the weekly average yield on U.S. Treasury Securities.
- (C) Capital lease obligation for ultrasound equipment, monthly principal and interest (7%) payments of \$389 are payable through September 2004.
- (D) Capital lease obligation for an automobile, monthly principal and interest (8.59%) payments of \$432 are payable through November 2004.
- (E) Capital lease obligation for an automobile, monthly principal and interest (10.3%) payments of \$363 are payable through June 2004.
- (F) Term loan purchase of ultrasound equipment. Monthly principal and interest (5.25% initial, prime + 1%) payments of \$306 are payable through January 2006.
- (G) Term loan for computer equipment. Monthly principal and interest (4.88%) payments of \$6,020 are payable through February 2007.

Annual maturities of long-term debt for the five years succeeding December 31, 2002 are as follows:

2003	\$110,444
2004	109,436
2005	108,085
2006	110,921
2007	54,704
2008 and thereafter	<u>20,160</u>
	<u>\$513,750</u>

PLANNED PARENTHOOD
[REDACTED] INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2002

NOTE 9 – UNEMPLOYMENT COMPENSATION

The Organization became self-insured with respect to unemployment benefits payable to eligible employees effective January 1, 2001. Amounts paid under this arrangement are being expensed as paid to the New York State Department of Labor.

NOTE 10 – PENSION PLAN

The Organization provides a Group 403(b) Pension Plan with an employee contribution option. The Organization's contribution is 5% of employee's eligible salary. Pension costs for 2002 amounted to \$199,371.

Costs are funded as accrued.

NOTE 11 – COMMITMENTS

At December 31, 2002 long-term lease commitments were in effect for ten locations. Minimal rental commitments for the five years succeeding December 31, 2002 are as follows:

2003	\$126,265
2004	88,967
2005	76,827
2006	60,884
2007	42,600
2008 and thereafter	<u>71,835</u>
	<u>\$467,378</u>

Rental expense for the years ended December 31, 2002 and 2001 was \$160,407 and \$161,074, respectively.

Government Funding

Funding received from various federal, state, and local governmental agencies require fulfillment of certain conditions as set forth in the grant document or contract. As indicated in the agreement, funding may be subject to audit by the funding sources.

NOTE 12 – LINES OF CREDIT

The Organization has a \$1,000,000 line of credit with a local bank, with interest at bank index plus 1%, and a maturity date of May 1, 2003. Advances on the line may be obtained on a transaction by transaction basis, at reasonable discretion of the bank, until the expiration date of the line. There were no advances on the line at December 31, 2002. The line requires an annual 30-day paid up period. The accounts, contract rights and general intangibles, and equipment of the Organization secure the line.

The Organization has the ability to borrow up to 50% of the value of selected mutual funds in its unrestricted board designated endowment investment account at a rate ranging from 1¼% to 2% above the broker call rate. There were no advances at December 31, 2002.

NOTE 13 – CONTINGENCIES

Concentrations of Credit Risk

The Organization occasionally maintains deposits in excess of federally insured limits or in non-insured investment accounts. Statement of Financial Accounting Standards No. 105 identifies these items as a concentration of credit risk. The risk is managed by maintaining all deposits in high quality financial institutions.

PLANNED PARENTHOOD
[REDACTED], INC.
SCHEDULE OF CASH AND CASH EQUIVALENTS
DECEMBER 31, 2002
(WITH COMPARATIVE TOTALS FOR 2001)

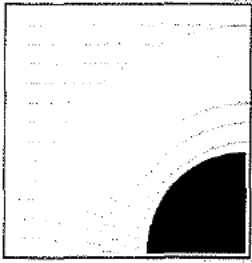
	<u>2002</u>	<u>2001</u>
Petty Cash:		
Headquarters	\$ 725	\$ 725
[REDACTED]	300	100
[REDACTED]	100	100
[REDACTED]	75	75
[REDACTED]	125	125
[REDACTED]	-	100
[REDACTED]	200	200
[REDACTED]	60	60
[REDACTED]	100	100
[REDACTED]	125	125
Clifton Park	50	50
[REDACTED]	61	61
	<u>128</u>	<u>128</u>
	<u>2,049</u>	<u>1,949</u>
Checking Accounts:		
Trustco Bank – Regular	14,150	168,532
Evergreen Bank – Regular	402,453	263,115
Trustco Bank – Payroll	10,590	10,688
Evergreen Bank– Payroll	17,742	60,090
Key Bank of New York – Regular	6,751	3,605
HSBC – Regular	11,304	8,120
Fleet Bank – Regular	579	2,736
Evergreen – Capital Account	<u>7,077</u>	<u>-</u>
	<u>470,646</u>	<u>516,886</u>
Site and Endowment Accounts:		
The Bank of Richmondville	2,681	2,288
City National Bank and Trust	2,601	2,486
Charter One Bank	-	1,727
Glens Falls National	3,967	3,350
Adirondack Trust	3,516	1,762
Ticonderoga Federal Credit Union	4,573	3,266
Trustco Bank	4,010	2,167
Evergreen Bank	2,171	2,886
Colonial Federal Credit Union	6,290	-
GPO Federal Credit Union	<u>5,821</u>	<u>5,622</u>
	<u>35,630</u>	<u>25,554</u>
TOTAL CASH AND CASH EQUIVALENTS	<u>\$508,325</u>	<u>\$544,389</u>

See accountant's report.

PLANNED PARENTHOOD [REDACTED] INC.
STATEMENT OF ACTIVITIES BY PROGRAM AND SUPPORTING
SERVICES - UNRESTRICTED
YEAR ENDED DECEMBER 31, 2002
(WITH COMPARATIVE TOTALS FOR 2001)

	PROGRAM SERVICES						SUPPORTING SERVICES						
	FAMILY PLANNING	PRE- NATAL	Y.O.U.	WIC	LGHT	[REDACTED]	SURGERY	PROGRAM TOTAL	MANAGEMENT & GENERAL	FUND RAISING	BOARD DESIGNATED	2002 TOTAL	2001 TOTAL
PUBLIC SUPPORT AND REVENUE													
Public Support:													
Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$383,100	\$ -	\$ 383,100	\$ 348,442
Foundations Grants	17,508	6,704	-	12,396	-	-	-	36,608	-	127,172	-	163,780	87,942
Government Grants													
New York State	2,983,920	-	-	474,336	26,157	444,367	-	3,928,780	-	-	-	3,928,780	3,845,334
County	61,915	-	4,055	-	-	-	-	65,970	-	-	-	65,970	72,745
Total Public Support	3,063,343	6,704	4,055	486,732	26,157	444,367	-	4,031,358	-	510,272	-	4,541,630	4,354,463
Revenue:													
Medicaid	1,578,121	294,904	58,890	-	-	-	432,619	2,364,534	-	-	-	2,364,534	2,050,233
Sale of Medical and Contraceptive Supplies	932,109	196	-	-	-	-	7,048	939,353	-	-	-	939,353	561,130
Patient Fees	1,610,836	47,710	-	-	-	-	413,336	2,071,882	-	-	-	2,071,882	1,970,032
Training and Education Programs	5,882	-	-	-	-	-	-	5,882	-	-	-	5,882	282
Investment Return	-	-	-	-	-	-	-	-	(6,494)	-	(55,468)	(61,962)	22,094
Miscellaneous Income	21,816	252	-	-	-	-	2,127	24,195	18,291	-	-	42,486	86,662
Total Revenue	4,148,764	343,062	58,890	-	-	-	855,130	5,405,846	11,797	-	(55,468)	5,362,175	4,690,433
TOTAL PUBLIC SUPPORT AND REVENUE	7,212,107	349,766	62,945	486,732	26,157	444,367	855,130	9,437,204	11,797	510,272	(55,468)	9,903,805	9,044,896
EXPENSES													
Program Services	6,456,002	262,862	53,885	499,574	44,554	449,317	624,905	8,391,099	-	-	-	8,391,099	7,911,837
Management & General	1,018,616	41,474	8,502	-	-	-	98,596	1,167,188	11,797	-	2,773	1,181,758	1,150,298
Fund Raising	-	-	-	-	-	-	-	-	-	197,875	-	197,875	202,797
TOTAL EXPENSES	7,474,618	304,336	62,387	499,574	44,554	449,317	723,501	9,558,287	11,797	197,875	2,773	9,770,732	9,264,932
Support and Revenue Over (Under) Expenses	\$(262,511)	\$ 45,430	\$ 558	\$(12,842)	\$(18,397)	\$(4,950)	\$131,629	\$(121,083)	\$ -	\$312,397	\$(58,241)	\$ 133,073	\$(220,036)

See accountant's report.



June 2, 2003

BUTLER ROWLAND MAYS

ARCHITECTS,
LLP

232 South Central Avenue
PO Box 232
Mechanicville
New York 12118

PH: 518 • 664 • 8778
FAX: 518 • 664 • 8800
www.brmarcitects.com

ARCHITECTURE

JUNE 2, 2003
(Date)

Re: Name: Planned Parenthood
[Redacted]
Clifton Park Center
Location: 1673 Route 9
Halfmoon, NY 12065
Description: Tenant Improvements

Gentlemen:

This is to certify that under the terms of my contract for the above-named facility to provide services to design, prepare working drawings and specifications, and during construction to make periodic visits to the site and to perform such other required services to familiarize myself with the general progress, quality and conformance of the work. I have ascertained that to the best of my knowledge, information, and belief, this project is designed in substantial compliance with the provisions of the construction sections of the State Hospital code, which is in effect at the time this application is being submitted.

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

Richard R. Butler
(Name of Architect or Engineer)

012223-1
(Professional New York State License Number)

INTERIORS

232 S. CENTRAL AVE
MECHANICVILLE NY 12118
(Business Address)

ROOFING



Richard R. Butler, RA
Steven G. Rowland, RA
Paul K. Mays, RA

Patrick W. Piper, RA
Associate



STATE OF NEW YORK
DEPARTMENT OF HEALTH

Central NY Regional Office

217 South Salina Street

Syracuse, New York 13202

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

Dennis P. Whalen
Executive Deputy Commissioner

April 8, 2003

[Redacted], Executive Director
Planned Parenthood [Redacted] Inc.

Re: Emergency Approval to Operate Primary Care Clinic in Clifton Park, NY

Dear [Redacted]:

This is in response to correspondence dated March 17, 2003 requesting emergency approval to operate the above referenced clinic. It is our understanding that the landlord requested the facility vacate the premises where the current extension clinic is located at 1673 Route 9, Clifton Park by April 30, 2002.

Emergency approval to operate the clinic in Clifton Park is granted effective April 7, 2003. On March 24, 2003, staff from this office granted verbal approval for the relocation to the Clifton Park site effective April 7, 2003. It is our understanding that the facility plans to submit an Administrative Review Application. Please be advised that an Administrative Review certificate of need (CON) must be filed within 60 days of this letter. This approval, however, remains in effect only until the Division of Health Facility Planning has acted upon the formal review process for your CON application.

Please be advised that an operating certificate cannot be issued until the Division of Health Facility Planning has approved this project.

Should you have any questions regarding this approval, please contact Mary Ann Binkowski, Certificate of Need Coordinator at (315) 477-8543.

Sincerely,

Pauline Frazier
Associate Regional Director

cc: [Redacted], Vice President of Field Services

Bruce Fage, Regional Director, Capitol District Regional Office

Neil Benjamin, Assistant Director, Division of Health Facility Planning (DOH)

Frederick Heigel, Director, Bureau of Hospital and Primary Care Services (DOH)

[Redacted]