

**NEW YORK**  
state department of  
**HEALTH**

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

Sue Kelly  
Executive Deputy Commissioner

June 24, 2011

[REDACTED]  
Vice President Finance and Business System  
Planned Parenthood of the Rochester  
Syracuse Regional Incorporated  
[REDACTED]

Re: 051073 - C  
Planned Parenthood of the  
Rochester/Syracuse Region Incorporated  
(Monroe County)  
Relocate from [REDACTED]  
[REDACTED] to 2824 West Ridge Road,  
Rochester  
Total Project Cost: \$557,990

Dear [REDACTED]

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

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

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

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

If you have additional questions or need further assistance, please contact Catherine Jolicoeur, Health Program Administrator, Bureau of Project Management at (518) 402-0911, New York State Department of Health, Division of Health Facility Planning, 433 River Street, Troy, New York 12180.

Sincerely,



Charles P. Abel  
Assistant Director  
Division of Health Facility Planning

bcc:



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

Re:

OS 1073  
Planned Parenthood of Rocky Mts

Total Project Cost: 557,990

Dear:

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

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

Sincerely,

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

Enclosure

051073

FW: Required Letter for CON Project 051073C

To: [redacted]  
cnj06  
06/22/2011 10:48 AM  
Cc: [redacted]  
Show Details

Security:  
To ensure privacy, images from remote sites were prevented from downloading. Show Images

Good Morning Cathy,  
As a follow up to our conversation from yesterday, I am forwarding Jim Hall's email recognizing that all contingencies for Project 051073C have been satisfied.  
Please let me know if you need additional back up documentation that supports Jim's approval.  
Thank you for your help with closing out this project.  
I look forward to hearing from you soon regarding any final measures required to close out Project 051073C.  
Thank you,

From: James C. Hall [mailto:rch13@health.state.ny.us]  
Sent: Wed 5/25/2011 1:33 PM  
To: [redacted]  
Cc: [redacted] James C Masters; James A Comegys; Keith J. McCarthy  
Subject: Re: Required Letter for CON Project 051073C

~~The attached document includes the remaining ADR items 3/A, and 4. Please contact the Bureau of Project Management to include in the project file and to request final project approval.~~

Thank you

[redacted] --05/24/2011 03:33:42 PM-- Attached you will find the final outstanding CON contingency for Project 015073C. Please let me know if you need a hard copy f  
To: James C Masters <jcm20@health.state.ny.us>, "James C. Hall" <jch13@health.state.ny.us>  
cc: [redacted]  
05/24/2011 03:33 PM Subject: Required Letter for CON Project 051073C

Attached you will find the final outstanding CON contingency for Project 015073C. Please let me know if you need a hard copy for your files.

Thanks,

[redacted]  
Planned Parenthood Rochester/Syracuse Region  
From: Pospula, Richard [mailto:pospula@hnt-cas.com]  
Sent: Tuesday, May 24, 2011 3:30 PM  
To: [redacted]  
Cc: [redacted]  
Subject: RE: PP-Greece  
(See attached file: PPH\_110525.pdf)

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



January 27, 2009

Bureau of Project Management Division of Health Facility Planning  
Office of Health Systems Management  
NYSDOH  
433 River Street, 6<sup>th</sup> Floor  
Troy, NY 12180-2299

Re: 051073-C

Enclosed you will find three copies of documentation that addresses contingency numbers 1 and 2.

We will follow up with documentation for contingency numbers 3, 4 and 5.

If you have any questions regarding this documentation please feel free to contact me at



Sincerely,



Planned Parenthood of the Rochester/Syracuse Region

**RECEIVED**  
JAN 28 2009  
Bureau of  
Project Management

6/3/09

**PLANNED PARENTHOOD OF THE  
ROCHESTER/SYRACUSE REGION, INC.**

**Financial Statements  
as of December 31, 2007  
Together with  
Independent Auditors' Report**

*please refer to  
item 10 pg 10  
for contingency 1*

**Bonadio & Co., LLP**  
Certified Public Accountants

## INDEPENDENT AUDITORS' REPORT

April 8, 2008

To the Board of Directors of  
Planned Parenthood of the Rochester/Syracuse Region, Inc.:

We have audited the accompanying balance sheet of Planned Parenthood of the Rochester/Syracuse Region, Inc. (a New York not-for-profit corporation) as of December 31, 2007, and the related statements of activities and change in net assets, 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, 2006 financial statements and, in our report dated April 6, 2007 we expressed an unqualified opinion on those financial statements.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Planned Parenthood of the Rochester/Syracuse Region, Inc. as of December 31, 2007, and the change in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States.

In accordance with *Government Auditing Standards*, we have also issued our report dated April 8, 2008 on our consideration of Planned Parenthood of the Rochester/Syracuse Region, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal controls over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

*Bonadio & Co., LLP*

**PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.**

**BALANCE SHEET**

**DECEMBER 31, 2007**

*(With Comparative Totals for 2006)*

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	
				2007	2006
<b>ASSETS</b>					
<b>CURRENT ASSETS:</b>					
Cash and equivalents	\$ 71,973	\$ -	\$ -	\$ 71,973	\$ 296,065
Program service fees receivable, net of allowance for doubtful accounts of approximately \$287,000 in 2007 and \$334,000 in 2006	834,858	-	-	834,858	832,101
Grants receivable	856,742	-	-	856,742	590,455
Current portion of pledges receivable - Keeping the Promise campaign, net	-	31,322	13,218	44,540	73,281
Annual campaign, net	-	-	-	-	105,578
United Way receivable	-	157,501	-	157,501	146,041
Inventory, prepaid expenses, and other current assets	155,472	-	-	155,472	204,632
<b>Total current assets</b>	<b>1,919,045</b>	<b>188,823</b>	<b>13,218</b>	<b>2,121,086</b>	<b>2,248,153</b>
KEEPING THE PROMISE CAMPAIGN PLEDGES RECEIVABLE, net	-	20,862	6,913	27,775	63,764
INVESTMENTS	2,083,426	954,099	1,439,042	4,476,567	4,135,455
PROPERTY AND EQUIPMENT, net	2,365,170	-	-	2,365,170	2,506,142
INTEREST IN POOLED INCOME FUND	-	172,397	-	172,397	178,682
INTEREST IN CHARITABLE REMAINDER TRUSTS	-	277,899	-	277,899	260,083
	<b>\$ 6,367,641</b>	<b>\$ 1,614,080</b>	<b>\$ 1,459,173</b>	<b>\$ 9,440,894</b>	<b>\$ 9,392,279</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES:</b>					
Line-of-credit	\$ 164,000	\$ -	\$ -	\$ 164,000	\$ 140,000
Current portion of mortgages payable	34,082	-	-	34,082	31,736
Accounts payable and accrued expenses	1,153,953	-	-	1,153,953	983,351
Deferred revenue	41,589	-	-	41,589	-
<b>Total current liabilities</b>	<b>1,393,624</b>	<b>-</b>	<b>-</b>	<b>1,393,624</b>	<b>1,155,087</b>
MORTGAGES PAYABLE, net of current portion	597,897	-	-	597,897	631,979
<b>Total liabilities</b>	<b>1,991,521</b>	<b>-</b>	<b>-</b>	<b>1,991,521</b>	<b>1,787,066</b>
<b>NET ASSETS</b>	<b>4,376,120</b>	<b>1,614,080</b>	<b>1,459,173</b>	<b>7,449,373</b>	<b>7,605,213</b>
	<b>\$ 6,367,641</b>	<b>\$ 1,614,080</b>	<b>\$ 1,459,173</b>	<b>\$ 9,440,894</b>	<b>\$ 9,392,279</b>

The accompanying notes are an integral part of these statements.



**PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.**

**STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS  
FOR THE YEAR ENDED DECEMBER 31, 2007  
(With Comparative Totals for 2006)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>	
				<u>2007</u>	<u>2006</u>
<b>PUBLIC SUPPORT AND REVENUE:</b>					
Grants	\$ 3,611,553	\$ -	\$ -	\$ 3,611,553	\$ 3,355,133
Third-party reimbursement -					
Medicaid	2,044,580	-	-	2,044,580	2,291,288
Other	1,884,194	-	-	1,884,194	1,454,865
Client service fees	889,970	-	-	889,970	861,063
Annual campaign contributions	532,830	-	-	532,830	600,240
United Way	-	397,262	-	397,262	456,169
Other contributions and bequests	-	50,098	-	50,098	65,723
Other	39,619	-	-	39,619	90,069
Net assets released from restriction for operating purposes	443,344	(443,344)	-	-	-
<b>Total public support and revenue</b>	<u>9,446,090</u>	<u>4,016</u>	<u>-</u>	<u>9,450,106</u>	<u>9,174,550</u>
<b>EXPENSES:</b>					
Program services	8,084,310	-	-	8,084,310	7,651,311
Management and general	1,367,473	-	-	1,367,473	1,299,404
Fundraising	455,090	(10,902)	(2,002)	442,186	441,909
<b>Total expenses</b>	<u>9,906,873</u>	<u>(10,902)</u>	<u>(2,002)</u>	<u>9,893,969</u>	<u>9,392,624</u>
<b>CHANGE IN NET ASSETS FROM OPERATIONS</b>	<u>(460,783)</u>	<u>14,918</u>	<u>2,002</u>	<u>(443,863)</u>	<u>(218,074)</u>
<b>NONOPERATING REVENUE:</b>					
Gain on investments, net	96,275	-	-	96,275	248,865
Interest and dividend income	119,612	-	-	119,612	114,902
Keeping the Promise campaign contributions	-	7,109	3,374	10,483	28,461
Other contributions and bequests	36,608	17,911	6,000	60,519	12,056
Change in value of split interest agreements	-	1,134	-	1,134	25,831
Net assets released from restriction for capital purposes	8,000	(8,000)	-	-	-
<b>Total nonoperating revenue</b>	<u>260,495</u>	<u>18,154</u>	<u>9,374</u>	<u>288,023</u>	<u>430,115</u>
<b>CHANGE IN NET ASSETS</b>	<u>(200,288)</u>	<u>33,072</u>	<u>11,376</u>	<u>(155,840)</u>	<u>212,041</u>
<b>NET ASSETS - beginning of year</b>	<u>4,576,408</u>	<u>1,581,008</u>	<u>1,447,797</u>	<u>7,605,213</u>	<u>7,393,172</u>
<b>NET ASSETS - end of year</b>	<u>\$ 4,376,120</u>	<u>\$ 1,614,080</u>	<u>\$ 1,459,173</u>	<u>\$ 7,449,373</u>	<u>\$ 7,605,213</u>

The accompanying notes are an integral part of these statements.

**PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2007  
(With Comparative Totals for 2006)**

	Program Services	Management and General	Fundraising	Total	
				2007	2006
Salaries	\$ 4,071,717	\$ 814,477	\$ 233,661	\$ 5,119,855	\$ 5,091,399
Payroll taxes and employee benefits	861,445	173,998	49,327	1,084,770	1,039,451
Professional and contract services	440,010	147,604	127,478	715,092	654,205
Building occupancy	593,262	77,874	3,026	674,162	666,038
Medical supplies	603,438	-	-	603,438	506,228
Medical fees and expenses	239,139	-	-	239,139	200,474
Provision for doubtful accounts	232,389	-	-	232,389	119,138
Advertising	229,285	-	-	229,285	174,078
Dues	183,555	33,576	6,351	223,482	215,927
Depreciation and amortization	179,692	6,423	-	186,115	219,375
Supplies	121,135	10,436	10,929	142,500	124,288
Travel and meetings	95,054	31,206	12,635	138,895	147,364
Minor equipment	60,872	10,245	299	71,416	24,160
Professional liability insurance	68,300	-	-	68,300	73,285
Interest	43,414	17,006	1,222	61,642	53,317
Printing	20,645	24,202	2,649	47,496	29,308
Recovery of uncollectible pledges	-	-	(8,905)	(8,905)	(13,262)
Other	40,958	20,426	3,514	64,898	67,851
	<u>\$ 8,084,310</u>	<u>\$ 1,367,473</u>	<u>\$ 442,186</u>	<u>\$ 9,893,969</u>	<u>\$ 9,392,624</u>

The accompanying notes are an integral part of these statements.

PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.

STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2007  
(With Comparative Totals for 2006)

	<u>2007</u>	<u>2006</u>
<b>CASH FLOW FROM OPERATING ACTIVITIES:</b>		
Change in net assets	\$ (155,840)	\$ 212,041
Adjustments to reconcile change in net assets to net cash flow from operating activities:		
Recovery of uncollectible pledges	(8,905)	(13,262)
Change in pledge discount, net	(8,416)	(16,238)
Permanently restricted Keeping the Promise campaign and other contributions	-	(16,408)
Temporarily restricted Keeping the Promise campaign contributions	-	(1,815)
Provision for doubtful accounts	232,389	119,138
Depreciation and amortization	186,115	219,375
Gain on investments, net	(96,425)	(279,605)
Increase in value of split-interest agreements	(11,531)	(25,831)
Changes in:		
Program service fees receivable	(235,146)	(102,643)
Grants receivable	(266,287)	233,794
Pledges receivable	105,578	(66,915)
United Way receivable	(11,460)	(41,934)
Inventory, prepaid expenses, and other assets	49,160	(64,771)
Accounts payable and accrued expenses	170,602	79,176
Deferred revenue	41,589	-
Net cash flow from operating activities	<u>(8,577)</u>	<u>234,102</u>
<b>CASH FLOW FROM INVESTING ACTIVITIES:</b>		
Purchases of investments	(1,177,364)	(6,701,239)
Proceeds from sales of investments	932,677	6,657,911
Purchases of property and equipment	<u>(45,143)</u>	<u>(16,688)</u>
Net cash flow from investing activities	<u>(289,830)</u>	<u>(60,016)</u>
<b>CASH FLOW FROM FINANCING ACTIVITIES:</b>		
Temporarily restricted Keeping the Promise campaign receipts	72,440	101,500
Receipt of permanently restricted contributions	9,611	67,502
Borrowings (repayments) on line-of-credit, net	24,000	(95,000)
Principal payments on mortgages payable	<u>(31,736)</u>	<u>(29,553)</u>
Net cash flow from financing activities	<u>74,315</u>	<u>44,449</u>
CHANGE IN CASH AND EQUIVALENTS	(224,092)	218,535
CASH AND EQUIVALENTS - beginning of year	<u>296,065</u>	<u>77,530</u>
CASH AND EQUIVALENTS - end of year	<u>\$ 71,973</u>	<u>\$ 296,065</u>

The accompanying notes are an integral part of these statements.

# PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.

## NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2007

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### 1. THE ORGANIZATION

Planned Parenthood of the Rochester/Syracuse Region, Inc. (Planned Parenthood) was organized to establish, maintain, and operate treatment and diagnostic centers in Rochester and Syracuse, New York and the surrounding areas. These centers primarily provide medical services in the form of medically approved birth control, reproductive and other sexuality-related information, advice, and treatment. Planned Parenthood also provides all persons medical services, counseling, and information relating to control of conception and to reproductive and other sexuality-related concerns including, but not limited to, sexual assault, information for childless couples, and promoting research in the field of human reproduction. Planned Parenthood's activities are funded through government grants, contributions, and program fees received from clients and third-party payers.

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### **Basis of Accounting**

Planned Parenthood's financial statements have been prepared in conformity with accounting principles generally accepted in the United States.

#### **Financial Reporting**

Planned Parenthood reports its activities and related net assets using the following net asset categories:

- Unrestricted net assets include resources that are available for the support of Planned Parenthood's operating activities and Planned Parenthood's net investment in property and equipment.
- Temporarily restricted net assets include resources that have been donated to Planned Parenthood subject to certain time and purpose restrictions, as defined by the donor.
- Permanently restricted net assets include resources that have donor-imposed restrictions that stipulate that the resources be maintained in perpetuity. Income generated on these assets is unrestricted.

#### **Comparative Information**

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with Planned Parenthood's financial statements as of and for the year ended December 31, 2006, from which the summarized information was obtained.

#### **Cash and Equivalents**

Cash and equivalents include bank demand deposit and money market accounts. At times, the balances in the demand deposit accounts may exceed federally insured limits. The amounts in the money market accounts are not federally insured. Planned Parenthood has not experienced any losses in these accounts and believes it is not exposed to any significant credit risk with respect to cash and equivalents.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Inventory**

Inventory consists of medical supplies and is valued at the lower of cost, determined on a first-in, first-out (FIFO) basis, or market.

### **Contributions and Pledges**

Planned Parenthood records pledges receivable and contribution revenue in the year the pledge is received. Pledges are recorded at their estimated net present value, based on anticipated cash flow. The difference between the total pledges outstanding and their net present value is recorded as a reduction to pledges and will be recognized as contribution revenue over the life of the pledge. An allowance is provided for amounts estimated to be uncollectible based on historical experience and a review of outstanding pledges.

### **Investments**

Investments are recorded at fair value based on quoted market prices. Planned Parenthood invests in various types of investment securities. These investment securities are exposed to various risks, such as interest rate, market, and credit risk. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the accompanying financial statements.

### **Property and Equipment**

Property and equipment is recorded at cost, if purchased, or fair value at the date of donation. Planned Parenthood's policy is to capitalize all additions greater than \$1,000 that have an estimated useful life in excess of one year. Depreciation is provided using the straight-line method over the assets' estimated useful lives or remaining lease term, which range from three to forty years.

### **Third-Party Reimbursement**

Planned Parenthood renders services under agreements with third-party payers whereby it is reimbursed under provisions of the payers' approved contracts. Amounts received from third-party payers are less than Planned Parenthood's established billing rates with the difference accounted for as a contractual adjustment. The ultimate settlement by Planned Parenthood with its third-party payers may result in Planned Parenthood recording either additional revenue or expense attributable to its service provision. Final determination of the revenue earned by Planned Parenthood is subject to audit by third-party payers. Any changes resulting from these audits are recognized in the year they become estimable.

### **Grant Revenue**

Planned Parenthood classifies grants from government agencies as unrestricted. However, these government grants have restrictions as to time and purpose. Planned Parenthood recognizes grant revenue from funding sources when eligible costs are incurred. A receivable is recognized to the extent support earned exceeds cash advances. Amounts received in advance of the related costs being incurred are recorded as deferred revenue.

### **Program Service Fees Receivable**

Planned Parenthood provides credit without collateral to its patients and other third parties. Planned Parenthood maintains an allowance for uncollectible program service fees for estimated losses resulting from the inability of its patients and other third parties to make required payments. The allowance is based on a periodic assessment of specific accounts outstanding and Planned Parenthood's historical collection experience. Accounts for which no payments have been received are considered delinquent and are written off after periods ranging from six months to two years, depending on the payer.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Contributed Services

Volunteers have donated significant amounts of time in support of Planned Parenthood's program and fundraising activities. In 2007, volunteers provided an estimated 55,000 hours in support of Planned Parenthood's activities. However, the value of these services is not reflected in the accompanying financial statements, as they do not meet the criteria for recognition under generally accepted accounting principles.

### Income Taxes

Planned Parenthood is a New York not-for-profit corporation exempt from income taxes as an organization qualified under Section 501(c)(3) of the Internal Revenue Code. Planned Parenthood has also been classified by the Internal Revenue Service as an entity that is not a private foundation.

### Advertising

Planned Parenthood expenses advertising costs as incurred.

### Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

## 3. TEMPORARILY RESTRICTED NET ASSETS

Net assets are restricted at December 31 as follows:

	<u>2007</u>	<u>2006</u>
Keeping the Promise campaign goals	\$ 1,001,213	\$ 991,202
Interest in charitable remainder trust	277,899	260,083
Interest in pooled income fund	172,397	178,682
Family planning	157,501	146,041
Other	5,070	5,000
	<u>\$ 1,614,080</u>	<u>\$ 1,581,008</u>

Temporarily restricted net assets were released from restriction during the years ended December 31 as follows:

	<u>2007</u>	<u>2006</u>
Family planning	\$ 385,802	\$ 414,235
Keeping the Promise campaign goals	8,000	289,192
Other	57,542	56,758
	<u>\$ 451,344</u>	<u>\$ 760,185</u>

**4. CONCENTRATIONS**

**Program Service Revenue**

Program service fees receivable by payer class were distributed as follows at December 31:

	<u>2007</u>	<u>2006</u>
Medicaid	42%	47%
Commercial insurance and other third-party payers	41%	28%
Self-pay	<u>17%</u>	<u>25%</u>
	<u>100%</u>	<u>100%</u>

Third-party reimbursement and client service fee revenue by payer class was distributed as follows for the years ended December 31:

	<u>2007</u>	<u>2006</u>
Medicaid	42%	50%
Commercial insurance and other third-party payers	39%	32%
Self-pay	<u>19%</u>	<u>18%</u>
	<u>100%</u>	<u>100%</u>

**Grant Revenue**

Approximately 27% and 28% of Planned Parenthood's total public support and revenue was provided by one grant in 2007 and 2006, respectively.

**5. PLEDGES RECEIVABLE**

**Keeping the Promise Campaign**

Planned Parenthood conducted a fundraising campaign, "Keeping the Promise", with an original goal of \$3,500,000 that substantially ended in June 2005. The funds generated by this campaign were to be used by Planned Parenthood to advance its mission of providing reproductive health care services and information, including capital expenditures, in its 11 county service region.

At December 31, 2007, the anticipated pledge payments related to the campaign are due as follows for the years ending December 31:

2008	\$ 52,398
2009	31,029
2010	7,000
2011	<u>525</u>
	90,952
Less: Unamortized pledge discount at 6.5%	(4,994)
Allowance for uncollectible pledges	<u>(13,643)</u>
	<u>\$ 72,315</u>

## 6. INVESTMENTS

Investments consisted of the following at December 31:

	<u>2007</u>		<u>2006</u>	
Cash and equivalents	\$ 341	-%	\$ 3,396	-%
Equity mutual funds	3,300,636	74%	2,931,264	71%
Fixed income mutual funds	<u>1,175,590</u>	<u>26%</u>	<u>1,200,795</u>	<u>29%</u>
	<u>\$ 4,476,567</u>	<u>100%</u>	<u>\$ 4,135,455</u>	<u>100%</u>

Net gain on investments consisted of the following at December 31:

	<u>2007</u>	<u>2006</u>
Realized gains on sale of investments, net	\$ 139,240	\$ 348,323
Unrealized appreciation, net	(42,815)	(68,718)
Investment management fees	<u>(150)</u>	<u>(30,740)</u>
	<u>\$ 96,275</u>	<u>\$ 248,865</u>

At December 31, 2007, there were no investments that had been in an unrealized loss position for greater than twelve months.

## 7. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31:

	<u>2007</u>	<u>2006</u>
Land	\$ 296,073	\$ 296,073
Land improvements	18,368	16,194
Buildings	4,929,621	4,907,316
Leasehold improvements	146,995	146,995
Office equipment	1,276,206	1,255,542
Medical equipment	349,925	349,925
Furniture and fixtures	<u>588,593</u>	<u>588,593</u>
	7,605,781	7,560,638
Less: Accumulated depreciation and amortization	<u>(5,240,611)</u>	<u>(5,054,496)</u>
	<u>\$ 2,365,170</u>	<u>\$ 2,506,142</u>



**8. GRANT REVENUE**

Grant revenue consisted of the following for the years ended December 31:

	<u>2007</u>	<u>2006</u>
New York State - Family planning services, including Title X	\$ 2,689,029	\$ 2,647,276
New York State - Adolescent family planning services	363,302	300,000
New York State [REDACTED] crisis services	390,657	351,943
Other	<u>168,565</u>	<u>55,914</u>
	<u>\$ 3,611,553</u>	<u>\$ 3,355,133</u>

**9. SPLIT-INTEREST AGREEMENTS**

**Pooled Income Fund**

Planned Parenthood has been named as a beneficiary of contributions to a pooled income fund held by Planned Parenthood Federation of America (PPFA). This interest has been recorded at its estimated net present value based on Planned Parenthood's estimated date of receipt of the funds. At December 31, 2007 and 2006, the net present value of the interest is \$172,397 and \$178,682, respectively.

**Charitable Remainder Trusts**

Planned Parenthood has received gifts in the form of a charitable remainder trusts. These gifts have been recorded at their estimated net present values. At December 31, 2007 and 2006, the net present value of these interests were \$277,899 and \$260,083, respectively.

**10. FINANCING ARRANGEMENTS**

**Mortgages Payable**

Mortgages payable consisted of the following at December 31:

	<u>2007</u>	<u>2006</u>
Mortgage payable to a bank in monthly installments of \$3,248, including interest at 7.45%, through June 2017, collateralized by land and a building in Syracuse.	\$ 264,829	\$ 283,323
Mortgage payable to a bank in monthly installments of \$3,204, including interest at 6.64%, through October 2024, at which time the note requires a balloon payment of \$69,178. The note is collateralized by land and a building in Syracuse.	<u>367,150</u>	<u>380,392</u>
	631,979	663,715
Less: Current portion	<u>(34,082)</u>	<u>(31,736)</u>
	<u>\$ 597,897</u>	<u>\$ 631,979</u>

## 10. FINANCING ARRANGEMENTS (Continued)

Scheduled principal payments on mortgages payable are as follows for the years ending December 31:

2008	\$	34,082
2009		36,601
2010		39,307
2011		42,213
2012		45,335
Thereafter		<u>434,441</u>
	\$	<u>631,979</u>

### Line-of-Credit

Planned Parenthood has available a \$1,500,000 bank line-of-credit. Amounts borrowed under the terms of this agreement are collateralized by Planned Parenthood's assets and bear interest at the bank's prime rate less 0.25% (7.00% at December 31, 2007). At December 31, 2007 and 2006, there were borrowings outstanding of \$164,000 and \$140,000, respectively.

### Interest

Interest paid under the terms of all of Planned Parenthood's financing arrangements was approximately \$62,000 and \$53,000 in 2007 and 2006, respectively.

## 11. RETIREMENT PLAN

Planned Parenthood sponsors a defined contribution 401(k) retirement plan that covers all employees who have completed at least 1,000 hours of service during the plan year. Planned Parenthood's funding policy is to match 1% of employee contributions. In addition, Planned Parenthood may make discretionary contributions up to 4% of eligible employees' annual compensation. Total contributions by Planned Parenthood to the plan in 2007 and 2006 were \$207,000 and \$178,000, respectively.

## 12. COMMITMENTS AND CONTINGENCIES

### Leases

Planned Parenthood leases various office and clinic space and equipment under operating lease agreements that expire at various dates through December 2012. Lease expense under the terms of these agreements, as well as under the terms of other short-term leases, for the years ended December 31, 2007 and 2006 was approximately \$150,000 and \$155,000, respectively. Future minimum lease payments under the terms of the long-term agreements are as follows for the years ending December 31:

2008	\$	103,988
2009		85,005
2010		25,117
2011		25,117
2012		<u>20,734</u>
	\$	<u>259,961</u>

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

(Continued)

**Compliance and Other Matters**

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

We noted certain other matters that we reported to management of Planned Parenthood in a separate letter dated April 2008.

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

*Bonadio & Co., LLP*

## 12. COMMITMENTS AND CONTINGENCIES (Continued)

### **PPFA Affiliation Fee**

Planned Parenthood is an affiliate of PPFA. In accordance with its affiliation agreement, Planned Parenthood is required to pay quarterly assessments to PPFA. These assessments are calculated using a formula based on Planned Parenthood's operating expenses.

Dues expense recognized under the terms of this agreement was approximately \$97,000 and \$98,000 in 2007 and 2006, respectively.

### **Family Planning Advocates of New York State, Inc.**

Planned Parenthood is also a member of Family Planning Advocates of New York State, Inc. (FPA). Dues expense related to the FPA membership in 2007 and 2006 was approximately \$109,000 and \$106,000, respectively.

### **Third-Party Payers**

Third-party payers, especially governmental funders, have increased substantially their scrutiny of payments made to their designated service providers. Specific areas for review by governmental payers and their investigative personnel include appropriate billing practices, reimbursement maximization strategies, technical regulation compliance, etc. The stated purpose of these reviews is to recover reimbursements that the payers believe may have been inappropriate.

Planned Parenthood has reviewed its internal records and policies with respect to such matters. However, due to the nature of these matters, it is not possible to estimate the ultimate liability, if any, which it may incur for such matters.

## 13. PROFESSIONAL LIABILITY INSURANCE

Planned Parenthood is insured against professional liability claims under a group occurrence-type policy in connection with its affiliation with PPFA. The policy provides Planned Parenthood with \$3,000,000 coverage for each claim, not to exceed \$15,000,000 in annual aggregate coverage, with a limit of \$15,000,000 annual aggregate coverage for all PPFA affiliates.

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

April 8, 2008

To the Board of Directors of  
Planned Parenthood of the Rochester/Syracuse Region, Inc.:

We have audited the financial statements of Planned Parenthood of the Rochester/Syracuse Region, Inc. (Planned Parenthood) as of and for the year ended December 31, 2007, and have issued our report thereon dated April 8, 2008. We conducted our audit in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Internal Control Over Financial Reporting**

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

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

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

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

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(Continued)

**DOH** STATE OF NEW YORK  
DEPARTMENT OF HEALTH

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

Richard F. Daines, M.D.  
Commissioner

December 31, 2007

Wendy E. Saunders  
Chief of Staff

\* CORRECTION LETTER

[REDACTED]  
Vice President, Finance & Business Systems  
Planned Parenthood of the Rochester/Syracuse Region, Inc.  
[REDACTED]

Re: 051073 - C  
Planned Parenthood of the  
Rochester/Syracuse Region, Inc.  
(Monroe County)  
Relocate full-time diagnostic and treatment  
center from [REDACTED] to  
\*2824 West Ridge Road, Rochester  
(\$557,990)

Dear [REDACTED]

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

In addition to the contingencies, the Department proposes to approve this application with the enclosed condition. You are expected to comply with the condition throughout the operation of this project.

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

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

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

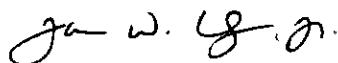
Pursuant to the provisions of 10 NYCRR Parts 86 and 710, you may not begin the construction or operation of any aspect of this project, or receive reimbursement for costs associated with this project, unless all required written approvals are obtained. Before beginning any aspect of this project, you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

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

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

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

Sincerely,



James W. Clyne, Jr.  
Deputy Commissioner  
Office of Health Systems Management

Enclosure(s)

**Contingencies**

1. Submission of a loan commitment acceptable to the Department of Health. [BFA]
2. Submission of documentation of receipt of grant funds acceptable to the Department of Health. [BFA]
3. Submission of a letter from an architect/engineer licensed to practice in New York State certifying that the project complies with 10 NYCRR 711.1,2 and 3. Pursuant to 10NYCRR 710.1(c)(3)(iii)(b), should violations subsequently be noted upon review of documents or found at the time of on-site inspections or surveys, such violations shall be corrected without additional costs allowed for reimbursement beyond costs previously approved. (A sample of an acceptable letter of certification is enclosed.) [AER]
4. Submission of Design Development Drawings, as described in BAEFP Drawing Submission Guidelines DSG-01, in accordance with 10 NYCRR section 710.4. [AER]
5. Submission of Final Construction Documents signed and sealed by the project architect, as described in BAEFP Drawing Submission Guidelines DSG-01, prior to the applicant's request for, and Department's granting approval for the start of construction in accordance with 10 NYCRR section 710.7. [AER]

**Conditions**

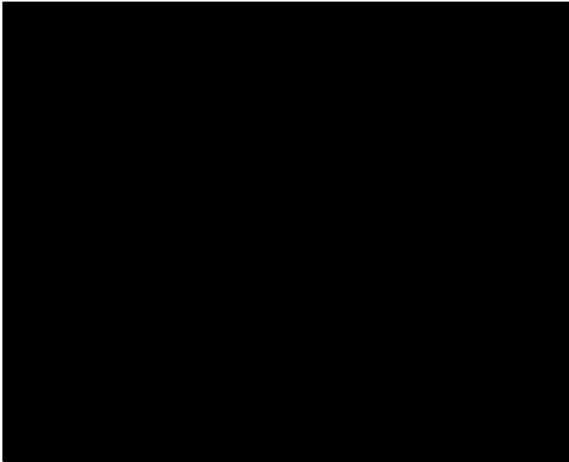
1. A formal request to commence construction must be submitted to the Bureau of Architectural and Engineering Facility Planning, 433 River Street, Troy, New York 12180-2299. [AER]

**APPROVED SITE AND SERVICES LISTED BELOW:**

Site	Services Approved
2824 West Ridge Road, Rochester	<ul style="list-style-type: none"><li>• family planning (including [REDACTED])</li><li>• health education.</li></ul>



bcc:



## **COMMENTS**

### **Need**

This note constitutes approval, from a need perspective, for the relocation of an extension clinic from [REDACTED] to 2824 West Ridge Road in Rochester. The services authorized to be provided at this location include: family planning (including [REDACTED] and health education. There are no conditions or contingencies associated with this approval.

**From a need perspective, approval is recommended.**

### **Program**

Planned Parenthood of the Rochester/Syracuse Region, Inc. requests approval to relocate the full-time diagnostic and treatment center from [REDACTED] to 2824 West Ridge Road, Rochester. Staffing will increase by .5 FTE clerical.



STATE OF NEW YORK  
DEPARTMENT OF HEALTH

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

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

April 7, 2006

Dennis P. Whalen  
Executive Deputy Commissioner

[REDACTED]  
Vice President, Finance & Business Systems  
Planned Parenthood of the Rochester/Syracuse Region, Inc.  
[REDACTED]

Re: 051073 - C  
Planned Parenthood of the  
Rochester/Syracuse Region, Inc.  
(Monroe County)  
Relocate full-time diagnostic and treatment  
center from [REDACTED] to  
[REDACTED]  
(\$557,990)

Dear [REDACTED]

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

In addition to the contingencies, the Department proposes to approve this application with the enclosed condition. You are expected to comply with the condition throughout the operation of this project.

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

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

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

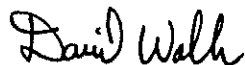
Pursuant to the provisions of 10 NYCRR Parts 86 and 710, you may not begin the construction or operation of any aspect of this project, or receive reimbursement for costs associated with this project, unless all required written approvals are obtained. Before beginning any aspect of this project, you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

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

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

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

Sincerely,



David Wollner

Director

Office of Health Systems Management

Enclosure(s)

# NEW YORK STATE DEPARTMENT OF HEALTH

## Division of Health Facility Planning Bureau of Architectural & Engineering Facility Planning Drawing Submission Guidelines: DSG-01

Effective immediately, the Bureau of Architectural & Engineering Facility Planning (BAEFP) is revising and clarifying its drawing review requirements per 10 NYCRR (New York State Hospital Code) as described below. These changes are intended to facilitate the timeliness of mandatory drawing submittal and review for Article 28 projects by identifying the specific components necessary for review. Rather than a full set of construction documents, this protocol seeks a "focused" submittal based on definitive Article 28 requirements. Also, it has been determined that the State Hospital Code (SHC) Drawings shall be submitted during the design development phase to provide the best opportunity to accommodate any drawing review comments into the final project.

After review and approval of the State Hospital Code (SHC) Drawings, any substantial changes should be discussed with BAEFP staff prior to the submission of final construction documents.

### Submission Requirements for Review and Approval of State Hospital Code (SHC) Drawings

- A. The following documents must be submitted to the BAEFP for review during the design development phase when required for project approval. The drawings shall identify all pertinent code references and technical standards utilized for project design. For example: the applicable sections of 10 NYCRR, the applicable chapters of the referenced edition of NFPA 101 and the AIA Guidelines for Design and Construction of Hospital and Health Care Facilities. This shall include project specific occupancy types, construction classifications, and fire and life safety components required for project design (i.e.: fire areas, smoke zones, and sprinkler, fire alarm and smoke detection systems).
- B. Provide one hard copy<sup>(see footnote 1)</sup> and one electronic copy on compact disc (CD)<sup>(see footnote 2, 3, 4, 5)</sup>.
- C. The extent of drawings required for submission will vary depending on the scope of the project, but shall generally conform to the following:
  - 1) **SHC-1: Access and Parking Plan(s)**
    - a) Provide a site plan that indicates access to the facility by people with disabilities, the availability of parking, access for emergency vehicles, and the location of adjacent buildings and roadways.
  - 2) **SHC-2: Program Floor Plan(s)**
    - a) For **New Construction and Renovation Projects** the Program Floor Plan shall consist of all proposed use areas labeled and completely dimensioned. Square foot totals for each use area shall be provided. The Program Floor Plan should include all required program functions for the specific facility type as defined in 10 NYCRR and /or the AIA Guidelines.
    - b) **Renovation Projects** shall also include an Existing Conditions Program Floor Plan with all existing use areas labeled and dimensioned along with existing square foot totals per use area.

### 3) SHC-3: Life Safety Floor Plan(s)

- a) 10 NYCRR shall mandate the occupancy chapter to be used in NFPA 101. The Life Safety Plan shall clearly represent the necessary information to confirm compliance with the applicable sections of NFPA 101, including but not limited to the following:
- (1) location of exits,
  - (2) travel distance to exits from the most remote point in the most remote room on the floor,
  - (3) direction of egress travel including doors swings,
  - (4) length of dead-end corridors,
  - (5) length of common path of travel,
  - (6) dimensioned remoteness between exits,
  - (7) location of emergency lights,
  - (8) location of exit signs,
  - (9) location of smoke detectors and fire alarm system components,
  - (10) location of sprinkler heads and standpipe system.
- b) For **Renovation Projects** the Life Safety Floor Plan shall identify the project occupancy type and any mixed occupancies within the existing building. The project floor location and the total number of stories shall be noted. The discharge of all required exits from the project shall be shown on a ground floor plan.

### 4) SHC-4: Compartmentation/Ventilation Floor Plan(s)

Verification of required smoke compartments, fire separations and enclosure of exits per NFPA 101 and pressure relationships between functional areas per AIA Guidelines Table 2.

- a) The Compartmentation/Ventilation Floor Plan shall locate required smoke compartments, smoke barrier walls, firewalls, exit access corridors, exit passageways, horizontal exits, exit stairways and hazardous areas. The plan shall indicate fire ratings of all walls and doors, and the location of all required smoke/fire dampers.
- b) The plan shall include room notes identifying pressure relationships between rooms with air changes per hour noted.

### Submission Requirements for Final Construction Documents

- A. An electronic copy, on CD <sup>(see footnote 2, 3, 4, 5)</sup>, of the complete set of Construction Documents for record purposes. A hard copy is not required.
- B. An affidavit, signed by the applicant's architect or engineer (including his/her professional New York State license number, business address, date and CON number), that the drawings:
- (1) are consistent with submitted State Hospital Code (SHC) Drawings and, if not, the affidavit shall identify the changes and reasons for such changes; and
  - (2) are in compliance with the applicable provisions of 10 NYCRR and all applicable local codes, statutes and regulations.

## FOOTNOTES:

- 1) A legible full-sized set of architectural/engineering drawings to scale.
- 2) Drawings submitted in electronic format must be submitted on CD and be readable by a readily available image viewing program. These include Portable Document Format (Adobe Acrobat), Drawing Web Format (AutoCAD), and Tagged Image File. Images should be published in original document size to maintain clarity and scalability, with a graphic scale incorporated in each image.
- 3) CD media shall be submitted according to generally accepted industry standards, readable on any computer.
- 4) CD and the cover of its standard sized jewel case must be labeled with the following:
  - a) CON number and Name of the facility,
  - b) County the facility is located within,
  - c) Brief description of the project,
  - d) Name of architectural firm and phone number,
  - e) State Hospital Code (SHC) Drawings or Final Construction Document submission.
- 5) The edge of the standard sized jewel case must be labeled with the following:
  - a) CON number and Name of the facility.

bcc:





HSA - approved  
6/15/05

**051073 Need Review**

**Planned Parenthood of the Rochester/Syracuse Region, Inc.**

This note constitutes approval, from a need perspective, for the relocation of an extension clinic from [redacted] to [redacted]. The services authorized to be provided at this location include: family planning (including [redacted] and health education. There are no conditions or contingencies associated with this approval.

Diane M. Smith  
Acting Director of Information and Technology Services  
Phone No. (518) 402-0911  
Fax No. (518) 402-0931

**051073 Programmatic Review**

**Planned Parenthood of the Rochester/Syracuse Region, Inc.**

APPROVED SERVICES MUST BE LISTED BELOW:

Site	Services Approved
2824 West Ridge Road, Rochester	<ul style="list-style-type: none"> <li>• family planning (including [redacted])</li> <li>• health education.</li> </ul>

**PROJECT DESCRIPTION:**

Planned Parenthood of the Rochester/Syracuse Region, Inc. requests approval to relocate the full-time diagnostic and treatment center from [redacted] to 2824 West Ridge Road, Rochester. Staffing will increase by .5 FTE clerical.

**RECOMMENDATION:**

(X) Administrative approval is recommended by the Bureau of Hospital and Primary Care Services based on the competence of the applicant and the project being in compliance with Section 710.2 of 10NYCRR.

[REDACTED]  
Vice President, Finance & Business Systems  
PP of the Rochester/Syracuse Region, Inc.  
[REDACTED]

Re: 051073 - C  
Planned Parenthood of the  
Rochester/Syracuse Region, Inc.  
(Monroe County)  
Relocate full-time diagnostic and treatment  
center from [REDACTED] to [REDACTED]  
[REDACTED]  
(\$557,990)

Dear [REDACTED]

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

In addition to the contingencies, the Department proposes to approve this application with the enclosed condition. You are expected to comply with the condition throughout the operation of this project.

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

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

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

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

- submit written materials to satisfy the enclosed contingencies and receive written approval from the Division of Health Facility Planning (DHFP) indicating the satisfaction of all contingencies;

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

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

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

Sincerely,

David Wollner  
Director  
Office of Health Systems Management

Enclosure(s)

**051073 – C Planned Parenthood of the Rochester/Syracuse Region, Inc.  
(Monroe County)**

**Approval contingent upon:**

1. Submission of a loan commitment acceptable to the Department of Health. [BFA]
2. Submission of documentation of receipt of grant funds acceptable to the Department of Health. [BFA]
3. Submission of a letter from an architect/engineer licensed to practice in New York State certifying that the project complies with 10 NYCRR 711.1,2 and 3. Pursuant to 10NYCRR 710.1(c)(3)(iii)(b), should violations subsequently be noted upon review of documents or found at the time of on-site inspections or surveys, such violations shall be corrected without additional costs allowed for reimbursement beyond costs previously approved. (A sample of an acceptable letter of certification is enclosed.) (AER)
4. Submission of Design Development Drawings, as described in BAEFP Drawing Submission Guidelines DSG-01, in accordance with 10 NYCRR section 710.4. (AER)
5. Submission of Final Construction Documents signed and sealed by the project architect, as described in BAEFP Drawing Submission Guidelines DSG-01, prior to the applicant's request for, and Department's granting approval for the start of construction in accordance with 10 NYCRR section 710.7. (AER)

**Approval conditional upon:**

1. A formal request to commence construction must be submitted to the Bureau of Architectural and Engineering Facility Planning, 433 River Street, Troy, New York 12180-2299.

**APPROVED SITE AND SERVICES LISTED BELOW:**

Site	Services Approved
2824 West Ridge Road, Rochester	<ul style="list-style-type: none"><li>• family planning (including [REDACTED])</li><li>• health education.</li></ul>

**051073 Need Review**

**Planned Parenthood of the Rochester/Syracuse Region, Inc.**

This note constitutes approval, from a need perspective, for the relocation of an extension clinic from [redacted] to [redacted]. The services authorized to be provided at this location include: family planning (including [redacted] and health education. There are no conditions or contingencies associated with this approval.

Diane M. Smith  
Acting Director of Information and Technology Services  
Phone No. (518) 402-0911  
Fax No. (518) 402-0931

**051073 Programmatic Review**

**Planned Parenthood of the Rochester/Syracuse Region, Inc.**

APPROVED SERVICES MUST BE LISTED BELOW:

Site	Services Approved
2824 West Ridge Road, Rochester	<ul style="list-style-type: none"><li>• family planning (including [redacted])</li><li>• health education.</li></ul>

**PROJECT DESCRIPTION:**

Planned Parenthood of the Rochester/Syracuse Region, Inc. requests approval to relocate the full-time diagnostic and treatment center from [redacted] to 2824 West Ridge Road, Rochester. Staffing will increase by .5 FTE clerical.

**RECOMMENDATION:**

(X) Administrative approval is recommended by the Bureau of Hospital and Primary Care Services based on the competence of the applicant and the project being in compliance with Section 710.2 of 10NYCRR.

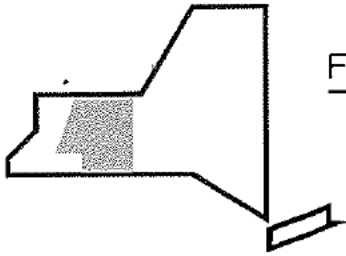
**051073 Cost Control Review**

**Planned Parenthood of the Rochester/Syracuse Region, Inc.**

**Approved**

**CONTINGENCIES**

None



# FINGER LAKES HEALTH SYSTEMS AGENCY

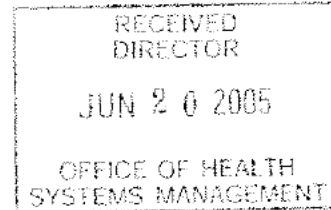
1150 University Avenue, Rochester, New York 14607-1647

(585) 461-3520, Fax 461-0997, TTY 461-4075

Email: FLHSA@FLHSA.org

Website: FLHSA.org

June 15, 2005



David Wollner, Director  
New York State Dept. Of Health  
Office of Health Systems Management  
Empire State Plaza Tower #1441  
Albany, NY 12237

Subject: Project Number: 051073-<sup>G</sup>~~E~~; Planned Parenthood of the Rochester/Syracuse Region, Inc.  
Relocate full-time diagnostic and treatment center from [REDACTED] to 2824 W. Ridge Road, Rochester (Monroe County), NY

Dear Mr. Wollner:

The Finger Lakes Health Systems Agency has completed its Administrative Review of the above referenced project and recommends its approval.

If you have any questions with respect to this matter, please contact me.

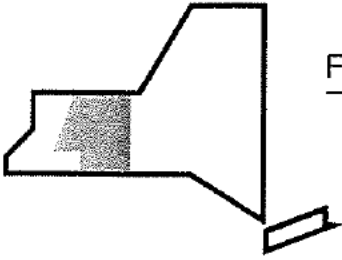
Sincerely,

Arthur H. Streeter  
Assistant Director

AHS/bl

cc:

[REDACTED]  
Diane Smith  
Michael Linse  
Brian Jackson



FINGER LAKES HEALTH SYSTEMS AGENCY

1150 University Avenue, Rochester, New York 14607-1647

(585) 461-3520, Fax 461-0997, TTY 461-4075

Email: FLHSA@FLHSA.org

Website: FLHSA.org

June 15, 2005

David Wollner, Director  
New York State Dept. Of Health  
Office of Health Systems Management  
Empire State Plaza Tower #1441  
Albany, NY 12237

Subject: Project Number: 051073-E; Planned Parenthood of the Rochester/Syracuse  
Region, Inc.  
Relocate full-time diagnostic and treatment center from [REDACTED] to  
2824 W. Ridge Road, Rochester (Monroe County), NY

Dear Mr. Wollner:

The Finger Lakes Health Systems Agency has completed its Administrative Review of the above  
referenced project and recommends its approval.

If you have any questions with respect to this matter, please contact me.

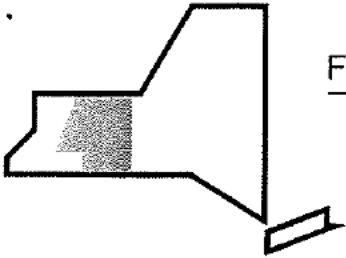
Sincerely,

Arthur H. Streeter  
Assistant Director

AHS/bl

cc: [REDACTED]  
Diane Smith  
Michael Linse  
✓ Brian Jackson





# FINGER LAKES HEALTH SYSTEMS AGENCY

1150 University Avenue, Rochester, New York 14607-1647

(585) 461-3520, Fax 461-0997, TTY 461-4075

Email: FLHSA@FLHSA.org

Website: FLHSA.org

June 15, 2005

David Wollner, Director  
New York State Dept. Of Health  
Office of Health Systems Management  
Empire State Plaza Tower #1441  
Albany, NY 12237

Subject: Project Number: 051073-E; Planned Parenthood of the Rochester/Syracuse  
Region, Inc.  
Relocate full-time diagnostic and treatment center from [REDACTED] to  
2824 W. Ridge Road, Rochester (Monroe County), NY

Dear Mr. Wollner:

The Finger Lakes Health Systems Agency has completed its Administrative Review of the above referenced project and recommends its approval.

If you have any questions with respect to this matter, please contact me.

Sincerely,

Arthur H. Streeter  
Assistant Director

AHS/bl

cc: [REDACTED]  
Diane Smith  
Michael Linse  
Brian Jackson

**051073 Financial Review (6/6/05)**

*CRK*

**Planned Parenthood of the Rochester/Syracuse Region, Inc.**

The approved total project cost is \$557,990.

**CONTINGENCIES**

Submission of a loan commitment acceptable to the Department of Health. [BFA]

Submission of documentation of receipt of grant funds acceptable to the Department of Health. [BFA]

**051073 Programmatic Review**

**Planned Parenthood of the Rochester/Syracuse Region, Inc.**

APPROVED SERVICES MUST BE LISTED BELOW:

Site	Services Approved
2824 West Ridge Road	
Rochester	

**PROJECT DESCRIPTION:**

Planned Parenthood of the Rochester/Syracuse Region, Inc. requests approval to relocate the full-time diagnostic and treatment center from [REDACTED] to 2824 West Ridge Road, Rochester. Staffing will increase by .5 FTE clerical.

**RECOMMENDATION:**

(X) Administrative approval is recommended by the Bureau of Hospital and Primary Care Services based on the competence of the applicant and the project being in compliance with Section 710.2 of 10NYCRR.



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

May 26, 2005

[REDACTED]  
Vice President Finance & Business Systems  
Planned Parenthood of the Rochester/Syracuse  
Region, Inc.

Re: 051073 *E ja*  
Planned Parenthood of the  
Rochester/Syracuse Region, Inc.  
(Monroe County)  
Relocate full-time diagnostic and  
treatment center from [REDACTED]  
[REDACTED] o [REDACTED]

Dear [REDACTED]

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

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

Sincerely,

Diane M. Smith  
Acting Director  
Information and Technology Services  
Group

Enclosure  
DMS/CM/nm

POTENTIAL NON-SUB

DMS/CM/pm

bcc:



February 22, 2005

Project Management Group  
Division of Health Facility Planning  
Office of Health Systems Management  
New York State Department of Health  
433 Rover Street, 6<sup>th</sup> Floor  
Troy, New York 12180-2299

Enclosed you will find Planned Parenthood of Rochester/Syracuse Region's Certificate of Need Application for relocation of our full time Diagnostic and Treatment Center located in the Town of Greece.

The attached application includes required Administrative Review Schedules as the project involves minor renovations to our proposed building.

Planned Parenthood of the Rochester/Syracuse Region is seeking emergency approval of the enclosed application based in part on our landlord's desire to sell the current location as well as space and parking challenges resulting from major construction in 2005 that will negatively impact patient and staff parking on a permanent basis. Our landlord has indicated that even if they elect not to sell the building they will need the space that Planned Parenthood currently occupies. In addition, Planned Parenthood of the Rochester/Syracuse Region has exceeded its capacity for client growth at our current location. In order to maintain continuity of care Planned Parenthood of the Rochester/Syracuse Region is requesting emergency approval of our Certificate of Need Application.

We regret the short time frame, but will appreciate anything that can be done to facilitate moving forward with our plan to better serve our clients more cost effectively.

Sincerely,

  
President/CEO



Cc: Mike Ulinsky, DOH, Rochester, NY

5/25/05

# **Schedule 1 - Forms Required From All CON Applications**

## **Contents:**

- **Schedule 1 A - General Information.**
- **Schedule 1 B - Abbreviated Executive Summary**
- **Schedule 1 C - Other Facilities Owned or Controlled by the Applicant**

New York State Department of Health  
Certificate of Need Application

Schedule 1A

051013

Schedule 1 A - General Information - All Applicants

Main Site	MAIN SITE PFI	TYPE OF FACILITY	MAIN SITE NAME	
	L012	DTC	Planned Parenthood of the Rochester/Syracuse Region	
	STREET & NUMBER			
	CITY		COUNTY	ZIP

Project Site	PROJECT SITE PFI	TYPE OF FACILITY	PROJECT SITE NAME	
	L916	DTC	Planned Parenthood of the Rochester/Syracuse Region	
	STREET & NUMBER			
	CITY		COUNTY	ZIP

Operator Information	OPERATING CERTIFICATE NUMBER	TYPE OF FACILITY	LEGAL ENTITY THAT WILL OPERATE OF THE FACILITY (or proposed operator)	
	2701216R	DTC	Planned Parenthood of the Rochester/Syracuse Region	
	STREET & NUMBER			
	CITY		COUNTY	ZIP

**RECEIVED**

Is the applicant an existing facility? If yes, attach a photocopy of the resolution of partners, corporate directors, or LLC managers, as the case may be, authorizing the project.		Title of Attachment: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Corporate Directors Board Resolution
Is the applicant part of an "established article 28" network" as defined in section 401.1(j) of 10 nycrr? If yes, attach a statement that identifies the network and describes the applicant's affiliation. Attach an organizational chart, if available.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Operating Certificate Organizational Chart

Type of Application: Establishment  Construction  Administrative  Limited

Total Project Cost:

\$556,740

Amount of Application Fee (see Schedule 8)

\$1,250.00

**Acknowledgement And Attestation**

I hereby certify, under penalty of perjury, that I am duly authorized to subscribe and submit this application on behalf of the applicant: Planned Parenthood of the Rochester/Syracuse Region  
I further certify that the information contained in this application and its accompanying schedules and attachments are accurate, true and complete in all material respects. I acknowledge and agree that this application will be processed in accordance with the provisions of articles 28, 36 and 40 of the public health law and/or article 7 of the social services law, and implementing regulations, as the case may be.

SIGNATURE	DATE
[Redacted Signature]	2-23-05
PRINT OR TYPE NAME	TITLE
[Redacted Name]	President/CEO

53928





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

**Schedule 1A**

*original  
Scopus  
CL10414*

*05/073*

**Contacts:**

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

<b>CHIEF EXECUTIVE</b>	NAME AND TITLE OF CHIEF EXECUTIVE		
	[REDACTED] CEO		
	STREET & NUMBER		
	[REDACTED]		
	CITY	STATE	ZIP
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS

Applicant may designate a second person to whom copies of all official correspondence from DOH about this application should be addressed. (This could be the applicants attorney, or a consultant)

<b>CONTACT INFORMATION</b>	CONTACT PERSON'S COMPANY	NAME AND TITLE OF CONTACT PERSON	
	Planned Parenthood	[REDACTED] VP Finance & Business Systems	
	STREET & NUMBER		
	[REDACTED]		
	CITY	STATE	ZIP
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS

The applicant's lead attorney should be identified:

<b>ATTORNEY</b>	NAME		
	Mary Ross, Harter Secrest and Emery LLP		
	STREET & NUMBER		
	1600 Bausch and Lomb Place		
	CITY	STATE	ZIP
	Rochester	New York	14604
TELEPHONE	FAX NUMBER	E-MAIL ADDRESS	
585-231-1201	585-232-2152	mross@hselaw.com	

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

<b>CONSULTANT</b>	NAME		
	N/A		
	STREET & NUMBER		
	[REDACTED]		
	CITY	STATE	ZIP
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS

*53928*

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

**Schedule 1A**

The applicant's lead accountant should be identified:

<b>ACCOUNTANT</b>	NAME		
	[REDACTED]		
	STREET & NUMBER		
	[REDACTED]		
	CITY	STATE	ZIP
	[REDACTED]	[REDACTED]	[REDACTED]
TELEPHONE	FAX NUMBER	E-MAIL ADDRESS	
[REDACTED]	[REDACTED]	[REDACTED]	

Checklist of Schedules Included in This Application

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

**Schedule 1 B - Abbreviated Executive Summary**

**Instructions:**

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

Planned Parenthood of the Rochester/Syracuse Region (PPRSR) seeks to protect and support every person's right to make voluntary, informed decisions about sexuality and reproduction in order to lead a healthy and fulfilling life.

Community demand for services at our current diagnostic and treatment center (DTC) in the Town of Greece has grown approximately sixty-three percent (63%) since 1999. The current 1,176 square foot location has exceeded its capacity for client growth due to inadequate parking, exam rooms, medical record storage, office and reception areas.

PPRSR is seeking approval to renovate new space in the Town of Greece and move services from our current Greece location to a newly renovated clinic. The newly renovated space will be 3,300 square feet. It is located on a bus line and accessible by major highways and roads. The new location will enable PPRSRS to serve the increasing demand for reproductive services in the Greece community, resulting in increased access to family planning services.

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

(Establishment Applications only)

Does the applicant or any related entity (parent, member or subsidiary corporation) operate or control any of the following in New York State?

FACILITY TYPE - NEW YORK STATE	FACILITY TYPE CODE	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hospitals	HOS	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Nursing Home	NH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Diagnostic and Treatment Center	DTC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Licensed Home Care Services Agency	LHH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Certified Home Health Agency	CHH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hospice	HSP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Adult Home	ADH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Assisted Living Program	ALP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Long Term Home Health Care Program	LTC	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Enriched Housing Program	ENP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Health Maintenance Organization	HMO	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Other	OTH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

**Schedule 1C**

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

	<b>FACILITY NAME:</b>	<b>PFI</b>	<b>FACILITY TYPE</b>
1	Planned Parenthood of the Rochester/Syracuse Region (PPRSR)- [REDACTED]	[REDACTED]	DTC
2	PPRSR - [REDACTED]	[REDACTED]	DTC
3	PPRSR - [REDACTED]	[REDACTED]	DTC
4	PPRSR - Greece	L916	DTC
5	PPRSR - [REDACTED]	[REDACTED]	DTC
6	PPRSR - [REDACTED]	[REDACTED]	DTC
7	PPRSR - [REDACTED]	[REDACTED]	DTC
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

**Schedule 1C**

In addition to the information provided on the above chart, provide a complete list of all health care, adult care, behavioral, or mental health facilities, programs or agencies located outside New York State that are affiliated with the applicant corporation, as well as with parent, member and subsidiary corporations. For each health care entity identified, provide the full name, address, and type of services provided. In conjunction with this list, provide documentation from the regulatory agency in the state(s) where affiliations are noted, reflecting that the facilities/programs/agencies have operated in substantial compliance with applicable codes, rules and regulations for the past ten years (or for the period of the affiliation, whichever is shorter). To assist you in securing this information, a recommended form and a sample letter of inquiry are provided in Schedule 2 D.

Please list the facilities outside of New York State that are owned or controlled by the applicant:

	<b>FACILITY NAME AND ADDRESS:</b>	<b>Services provided:</b>	<b>STATE/ COUNTRY</b>	<b>FACILITY TYPE</b>
1	N/A			
2				
3				
4				
5				
6				
7				
8				
9				
10				



# **Schedule 3 - CON Forms Related to Legal Issues**

## **Contents:**

- **Schedule 3 A - General Instructions and Definitions For Legal Schedules. (No data entry required - this schedule is informational only)**
- **Schedule 3 B - Legal Information about the Applicant**

## **Schedule 3A: General Instructions and Definitions For Legal Schedules**

Applicable to all Establishment & Full Construction Applicants and some Administrative Applications

### **Definitions**

1. "PHL" refers to the New York State Public Health Law.
2. "SSL" refers to the New York State Social Services Law.
3. "10 NYCRR" refers to Title 10 (Health) of the Official Compilation of the Codes, Rules and Regulations of the State of New York.
4. "18 NYCRR" refers to Title 18 (Social Services) of the Official Compilation of the Codes, Rules and Regulations of the State of New York.
5. "Department" refers to the New York State Department of Health.
6. "Commissioner" refers to the Commissioner of the Department.
7. "Article 28" refers to Article 28 of the PHL, which governs general hospitals, nursing homes and diagnostic and treatment centers.
8. "Article 36" refers to Article 36 of the PHL, which governs certified home health agencies and long term home health care programs.
9. "Article 40" refers to Article 40 of the PHL, which governs hospices.
10. "Article 44" refers to Article 44 of the PHL, which governs health maintenance organizations.
11. "Article 7" refers to Article 7 of the SSL, which governs adult homes, enriched housing programs and residences for adults.
12. "Facility" refers to all types of facilities, institutions, agencies or other entities regulated under Articles 7, 28, 36, 40, or 44.

### **General Instructions**

1. Unless otherwise specifically indicated, legal documentation submitted should be photocopies or legible scanned images in PDF format of fully executed original documents and **not** the originals themselves.
2. Whenever a requested legal document has been amended, modified, or restated, all amendment(s), modification(s) and/or restatement(s) should also be submitted.
3. Attachments to legal schedules should be numbered sequentially for each particular schedule. The list of attachments should be completed for each schedule required to be completed, with either the number of the attachment or a check in the "Not Applicable" column. In instances where the "Not Applicable" column is shaded, the documentation is required to be included in the application.

**Schedule 3 B: Legal Information about the Applicant:**

1. The following applicants must complete Part I in its entirety:
  - a. All Article 7 applicants.
  - b. Article 28 applicants seeking combined establishment and construction approval.
  - c. Article 36 applicants seeking combined establishment and construction approval.
  - d. Article 40 applicants seeking combined establishment and construction approval.
  
2. The appropriate section of Part II must also be completed, depending on the applicant's type of legal entity, as follows:
  - a. Sole proprietors must complete section A.
  - b. General partnerships must complete section B.
  - c. Registered limited liability partnerships must complete section C.
  - d. Not-for-profit corporations must complete section D.
  - e. Business corporations must complete section E.
  - f. Limited liability companies must complete section F.

NB: Whenever a requested legal document has been amended, modified, or restated, all amendment(s), modification(s) and/or restatement(s) should also be submitted.

**I. All Applicants**

A.	Applicant's Legal Name:
	Planned Parenthood of the Rochester/Syracuse Region

B. Designate the type of legal entity that describes the applicant by checking the box at right:	
Sole proprietor (See "II(A)" below.)	<input type="checkbox"/>
General partnership (See "II(B)" below.)	<input type="checkbox"/>
Registered limited liability partnership (See "II(C)" below.)	<input type="checkbox"/>
Not-for-profit corporation (See "II(D)" below.)	<input checked="" type="checkbox"/>
Business corporation (See "II(E)" below.)	<input type="checkbox"/>
Limited liability company (See "II(F)" below.)	<input type="checkbox"/>
Governmental agency	<input type="checkbox"/>
Other: specify in the text box	<input type="checkbox"/>

C. Provide the name and address of the applicant's attorney, if any

Attorney's Name			
Mary Ross, Harter Secrest and Emery, LLP			
STREET & NUMBER			
1600 Bausch and Lomb Place			
CITY	STATE	ZIP	PHONE NUMBER
Rochester	New York	14604	585-231-1201

			Title or Filename of Attachment
D.	Is the facility name different from the applicant's legal name? If the name of the facility different from the name of the applicant's legal entity, attach the Certificate of Assumed Name.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
E.	For Article 36 applicants only: If the applicant has any partners, members, or stockholders who are not natural persons, applicant must show compliance with the requirements of PHL 3611.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
F.	For Article 36 business corporations only: If the corporation is publicly traded attach the most recently filed Securities Exchange Commission Form 10K	Yes <input type="checkbox"/> No <input type="checkbox"/>	
G.	Summarize briefly in the space below how the applicant has or will obtain site control. Attach documentation of how this will be carried out. N.B.: Lease agreements for Article 28 facilities or for the inpatient components of Article 40 facilities must contain the language set forth in 10 NYCRR 600.2(d) or 790.2 (d), respectively.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Purchase Agreement
H.	Are any of the owners of the applicant (partners, stockholders or members, as the case may be) physicians who are in a position to make referrals to the facility? If yes, attach a signed statement that the proposed financial/referral structure has been assessed in light of anti-kickback and self-referral laws, with the consultation of legal counsel, and it is concluded that proceeding with the proposal is appropriate.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
I.	Attach an organizational chart showing the applicant's legal structure.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Organizational Chart
J.	I. Does the applicant intend to enter into any agreement(s) with other entities involving management of, or administrative, billing and/or consulting activities and/or services for, the facility, including, but not limited to, operational policies? If yes, attach the agreement(s).	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
K.	Does the entity proposing to provide administrative/consulting services own, operate or manage any other facilities? If so provide documentation including the location and the time period that the entity owned, operated or managed that facility.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
L.	Is the entity proposing to provide administrative/consulting services affiliated with health care facilities in other states or countries? If yes, attach documentation of current compliance with laws and regulations of that jurisdiction, and documentation that a substantially consistent high level of care was provided for the past ten-year period (or for the period of operation or affiliation). Your assistance in securing the documentation would be appreciated. Documentation must be secured from the appropriate regulatory body in the state or country where the facility is located.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
M.	Has the entity proposing to provide administrative/consulting services been the subject of an administrative action related to the ownership, operation or management of a hospital, facility, home or other institution providing care to persons? If so attach a brief description of the action.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
N.	Have any criminal actions have been taken or are any pending against the entity proposing to provide administrative/consulting services? Attach a brief description of the action.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

0.	Have any civil or administrative actions been taken or are any currently pending against the entity proposing to provide administrative/consulting services by the Medicare or Medicaid programs? If so, attach a brief description of the action.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
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**II. Legal Documentation Specific to Type of Legal Entity**

In the following section, the "Personal Information Worksheet" refers to table 2A-1 in Schedule 2, which lists owners and other personnel from whom additional information must be obtained. Attach the following legal documentation as applicable for the applicant's type of legal entity:

**A. Sole Proprietors:**

Requirement:		Title or Filename of Attachment
1.) Make sure that the name of individual proprietor is entered on the "Personal Information Worksheet" in Schedule 2 (table 2A-1)	Done: <input type="checkbox"/>	NA
2.) Certificate of Doing Business.	Attached <input type="checkbox"/>	
3.) Schedules 2a and 2b for the proprietor.	Done <input type="checkbox"/>	

**B. General Partnerships:**

Requirement:		Title or Filename of Attachment
1.) Make sure the "Personal Information Worksheet" table includes the name, partnership interest and percentage ownership for each partner. If ownership is being transferred, the tablet should include this information before and after the transfer.	Done <input type="checkbox"/>	
2.) Documentation of the transfer of ownership interest.	Attached <input type="checkbox"/>	
3.) Partnership Agreement- see Note below.	Attached <input type="checkbox"/>	
4.) Certificate of Doing Business as a Partnership.	Attached <input type="checkbox"/>	
5.) Schedules 2a and 2b for each remaining and incoming partner must be completed	Done <input type="checkbox"/>	
6.) For ownership transfers, include a fully executed proposed Certificate of Amendment reflecting the change(s) in partners.	Attached <input type="checkbox"/>	

Note: Partnership agreements for Article 36 or Article 40 facilities must contain the language set forth in 10 NYCRR 760.2 (c)(2), or 790.1(c)(2), respectively. Refer to Schedule 12b Part II for language that must be included in partnership agreements for Article 7 general partnerships and to Schedule 14.1 Part II(A) for language that must be included in partnership agreements for Article 28 general partnerships.

**C. Registered Limited Liability Partnerships:**

Requirement:		Title or Filename of Attachment
1.) Make sure the "Personal Information Worksheet" includes the name, partnership interest and percentage ownership for each partner. If ownership is being transferred, the tablet should include this information before and after the transfer.	Done <input type="checkbox"/>	
2.) Partnership Agreement;	Attached <input type="checkbox"/>	
3.) Certificate of Doing Business as a Partnership; and	Attached <input type="checkbox"/>	
4.) Certificate of Registration.	Attached <input type="checkbox"/>	
5.) Articles of Organization:	Attached <input type="checkbox"/>	
6.) Schedules 2a and 2b must be submitted for each remaining and incoming principal member owning ten percent or more of membership interests.	Done <input type="checkbox"/>	

Note: Registered limited liability partnerships are not a proper entity for adult care facilities. See Schedule 14.1, Part II(B) for language that must be included in partnership agreements for Article 28 registered limited liability partnerships.

**Not-for-Profit Corporations:**

Note: A change in "active" member requires CON approval. A change in inactive member does not require CON approval. A member is "active" if it has any of the following powers with respect to the Article 40 corporation:

- Appointment or dismissal of hospice management-level employees and medical staff, except the election or removal of corporate officers.
- Approval of hospice operating and capital budgets.
- Adoption or approval of hospice operating policies and procedures.
- Approval of certificate of need applications filed by or on behalf of the hospice.
- Approval of hospice debt necessary to finance the cost of compliance with operational or physical plant standards required by law.
- Approval of hospice contracts for management or for clinical services.
- Approval of settlements of administrative proceedings or litigation to which the hospice is a party, except approval of settlements of litigation that exceed insurance coverage or any applicable self-insurance fund.

1. Enter the number of director positions set by bylaws or otherwise fixed: (See Not-for-Profit Corporation Law 702.)

2. Enter the number of director positions currently filled:

3. Explain below how and by whom the directors will be appointed or elected:

**Not-for-Profit Corporations: N/A**

Requirements:		Title or Filename of Attachment
1.) Complete the "Personal Information Worksheet" to provide the name of each member, officer and director, including the name of each member, officer and director of a proposed Active member Corporation,	Done <input type="checkbox"/>	
2.) Certificate of Incorporation;	Attached <input type="checkbox"/>	
3.) Bylaws.	Attached <input type="checkbox"/>	
4) Proposed amendments to bylaws if any	Attached <input type="checkbox"/>	
5.) Bylaws for the proposed Active member Corporation,	Attached <input type="checkbox"/>	
6) If an "Active Member Corporation" is proposed, provide Proposed Amendments to bylaws of the active member, if any.	Attached <input type="checkbox"/>	
7.) If an "Active Member Corporation" is proposed, provide a Certificate of Incorporation, as filed for the proposed Active member Corporation,	Attached <input type="checkbox"/>	
8.) If the applicant is not a New York corporation, Application for Authority to Do Business in New York.	Attached <input type="checkbox"/>	
9.) For each member and officer and director, who contributes capital in support of a project, submit Schedules 2a and 2b.	Done <input type="checkbox"/>	
10.) For each directors who does not contribute capital in support of a project, submit Schedules 2a and 2c;	Done <input type="checkbox"/>	

Schedule 2c is not required for directors of applicants that are adult homes or enriched housing programs.)

**Business Corporations:**

Requirement:		Title or Filename of Attachment
1.) Complete the "Personal Information Worksheet" to provide the name, stock interest and percentage ownership for each stockholder. If ownership transfer is involved this list must include information on stockholders before and after the proposed transfer	Done <input type="checkbox"/>	
2.) Complete the Personal Information Worksheet" with a list providing the name and position held for each officer and director;	Attached <input type="checkbox"/>	
3.) Certificate of Incorporation;	Attached <input type="checkbox"/>	
4.) A copy of the Bylaws of the corporation	Attached <input type="checkbox"/>	
5.) If the applicant is not a New York corporation, Application for Authority to Do Business in New York must be attached.	Attached <input type="checkbox"/>	
6.) Original stock transfer affidavits from each incoming stockholder and each selling stockholder, including the specific information se for the in 10 NYCRR 790.14(b) and (c.) respectively	Attached <input type="checkbox"/>	
7.) Attach a sample stock certificate including the specific language set forth in NYCRR 790.11(c.)	Attached <input type="checkbox"/>	
8.) Attach Schedules 2a and 2b for each stockholder, officer and director.	Done <input type="checkbox"/> N/A <input type="checkbox"/>	
7.) Stockholders who own ten percent or more of a CHHA's issued stock must submit Schedules 2a and 2b.	Done <input type="checkbox"/> N/A <input type="checkbox"/>	
8.) Stockholders of all other applicants, regardless of percentage ownership, must submit Schedules 2a and 2b.	Done <input type="checkbox"/> N/A <input type="checkbox"/>	

**Limited Liability Companies:**

Requirement:		Title or Filename of Attachment
1.) Complete the "Personal Information Worksheet", identifying each manager, and member, and providing the membership interest and percentage ownership for each member before and after the proposed CON.	Attached <input type="checkbox"/>	
2.) Articles of Organization;	Attached <input type="checkbox"/>	
3.) Operating Agreement	Attached <input type="checkbox"/>	
4.) If the applicant is not a New York limited liability company, Application for Authority to Do Business in New York.	Attached <input type="checkbox"/>	
5.) Schedules 2a and 2b for each member and manager.	Done <input type="checkbox"/> N/A <input type="checkbox"/>	
6.) Only members who own ten percent or more of a CHHA's membership interest must submit Schedules 2a and 2b.	Done <input type="checkbox"/> N/A <input type="checkbox"/>	
7.) Members of all other applicants, regardless of percentage ownership, must submit Schedules 2a and 2b.	Done <input type="checkbox"/> N/A <input type="checkbox"/>	
8.) Does the applicant intend to issue membership certificates? If yes, attach a sample membership certificate including the following legends:  <i>That not withstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments or other dispositions of membership interests or voting rights must be effectuated in accordance with section 4004(3)(b) of the Public Health Law and implementing regulations.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	

In Addition, the Articles of Organization of a Limited Liability Corporation must include provisions to the following effect

- a. The name of the LLC, which must contain either the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.";
- b. Designation of the Secretary of State as agent of the LLC for service of process and an address to which the Secretary of State may mail a copy of any such process;
- c. That the LLC will be managed by its members and that neither the management structure nor the provisions setting forth such structure may be deleted, modified or amended without the prior approval of the New York State Department of Health;
- d. That the powers and purposes of the LLC are limited to the ownership and operation of the hospice specifically named and the location by street address, city, town, village or locality and county;
- e. The location of the principal office of the LLC, which must be the same address as the hospice or a hospital, home care services agency or health maintenance organization operated by the LLC in the State of New York;
- f. That not withstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments, or other dispositions of membership interests or voting rights must be effectuated in accordance with section 4004(3)(b) of the New York State Public Health Law and implementing regulations.



9. The Operating Agreement of an LLC must include provisions to the following effect:

- a. That the powers and purposes of the LLC are limited to the ownership and operation of the hospice specifically named and the location by street address, city, town, village or locality and county;

Note: The powers and purposes may also include the operation of an Article 28 facility, an Article 36 facility and/or an Article 44 entity if the applicant has received all appropriate approvals and certifications.

- b. That notwithstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments or other dispositions of membership interests or voting rights must be effectuated in accordance with section 4004(3)(b) of the Public Health Law and implementing regulations; and
- c. That the LLC will be managed by its members and that neither the management structure nor the provision setting forth such structure may be deleted, modified or amended without the prior approval of the Department of Health.

**D. Government Entities:**

Attach documentation of all necessary governing authority approvals for this application

**E. Additional Information concerning CHHAs:**

For purposes of the application, a "controlling person" is one who exercises control over the CHHA by directing or causing the direction of the actions, management or policies of the agency whether through the ownership of voting securities or voting rights, electing or appointing directors, the direct or indirect determination of policies, or otherwise. Full disclosure of the governing bodies (including directors, if a corporation, and managers, if a limited liability company) and principal stockholders or members of each immediate, intermediary and ultimate parent or member entity of the CHHA is required since these entities/persons possess direct or indirect operational authority over the CHHA.

**Change of controlling person in a CHHA**

Requirement:		Title or Filename of Attachment
Complete the "Personal Information Worksheet", including <ul style="list-style-type: none"> <li>d. For corporations, identify officers, directors and principal stockholder(s) (those owning ten percent or more of stock), including interest or position held,</li> <li>e. For limited liability companies, a list of managers and principal member(s) (those owning ten percent or more of membership interests), including interest or position held</li> </ul>	Attached <input type="checkbox"/>	
If a corporation, Certificate of Incorporation and Bylaws, or If a limited liability company, Articles of Organization and Operating Agreement	Attached <input type="checkbox"/>	
3.) Operating Agreement	Attached <input type="checkbox"/>	

4.) If the applicant is not a New York limited liability company, Application for Authority to Do Business in New York.	Attached <input type="checkbox"/>	
5.) Schedules 2a and 2b for each member and manager.	Done <input type="checkbox"/> N/A <input type="checkbox"/>	
6.) Only members who own ten percent or more of a CHHA's membership interest must submit Schedules 2a and 2b.	Done <input type="checkbox"/> N/A <input type="checkbox"/>	
7.) Members of all other applicants, regardless of percentage ownership, must submit Schedules 2a and 2b.	Done <input type="checkbox"/> N/A <input type="checkbox"/>	
8.) Does the applicant intend to issue membership certificates? If yes, attach a sample membership certificate including the following legends:  <i>That not withstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments or other dispositions of membership interests or voting rights must be effectuated in accordance with section 4004(3)(b) of the Public Health Law and implementing regulations.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	

A. Attach the following legal documentation with respect to the CHHA:

1. Formation Documents:

- a. If a corporation, Certificate of Incorporation and Bylaws, or
- b. If a limited liability company, Articles of Organization and Operating Agreement; and

2. Ownership and Governing Authority:

- a. If a corporation, a list of officers, directors and principal stockholder(s) (those owning ten percent or more of stock), including interest or position held, or
- b. If a limited liability company, a list of managers and principal member(s) (those owning ten percent or more of membership interests), including interest or position held; and

B. Attach the following legal documentation with respect to **each proposed controlling person or immediate, intermediary or ultimate parent or member entity:**

1. Formation Documents:

- a. If a corporation, Certificate of Incorporation and Bylaws, or
- b. If a limited liability company, Articles of Organization and Operating Agreement;

2. Agreements: All agreements between the CHHA and the proposed controlling person or parent entity relating to the manner and mechanisms by which the controlling person or parent entity will control the CHHA;
  3. Control: A detailed description of such control relationship; and
  4. Ownership and Governing Authority:
    - a. If a corporation, a list of officers, directors and principal stockholder(s) (those owning ten percent or more of stock), including interest or position held; or
    - b. If a limited liability company, a list of managers and principal member(s) (those owning ten percent or more of membership interests), including interest or position held; and
- C. Submit Schedules 2a and 2b for **each individual** listed in item B(4) above. Directors of a not-for-profit corporation who contribute capital in support of a project must submit Schedule 2b. Directors of a not-for-profit corporation who do not contribute capital in support of a project must submit Schedule 2c.

# **Schedule 5 - CON Form R regarding Working Capital Plan**

## **Contents:**

- **Schedule 5 - Working Capital Plan**

**Working Capital Financing Plan**

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

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

List Titles of Attachments related to Borrowed Funds	List Filenames of Attachments
<i>Example of first borrowed fund source</i>	<i>example_first_bor_fund.pdf</i>
N/A	

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

See Attachment - Misc. Narrative

**2. Pro Forma Balance Sheet**

This section should be completed for all new establishment and change in ownership applications. On a separate attachment identified below, provide a pro forma (opening day) balance sheet. If the operation and real estate are to be owned by separate entities, provide a pro forma balance sheet for each entity. Fully identify all assumptions used in

preparation of the pro forma balance sheet. If the pro forma balance sheet(s) is submitted in conjunction with a change in ownership application, on a line-by-line basis, provide a comparison between the submitted pro forma balance sheet(s), the most recently available facility certified financial statements and the transfer agreement. Fully explain and document all assumptions.

List Titles of Attachments Related to Pro Forma Balance Sheets	List Filenames of Attachments
<i>Example of attachment for operational balance sheet</i>	<i>Operational_bal_sheet.pdf</i>
N/A	

# **Schedule 6 - CON Form Regarding Architectural Submission**

## **Contents:**

- **Schedule 6 - Architectural Submission**

**Architectural Submission**

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

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

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



**New York State Department of Health  
Certificate of Need  
Schedule 6**

**B. Architectural Narrative**

The project consists of the renovation and alteration of an existing 3,300 square foot, two story office building located at 2824 West Ridge Road in the Town of Greece, N.Y.

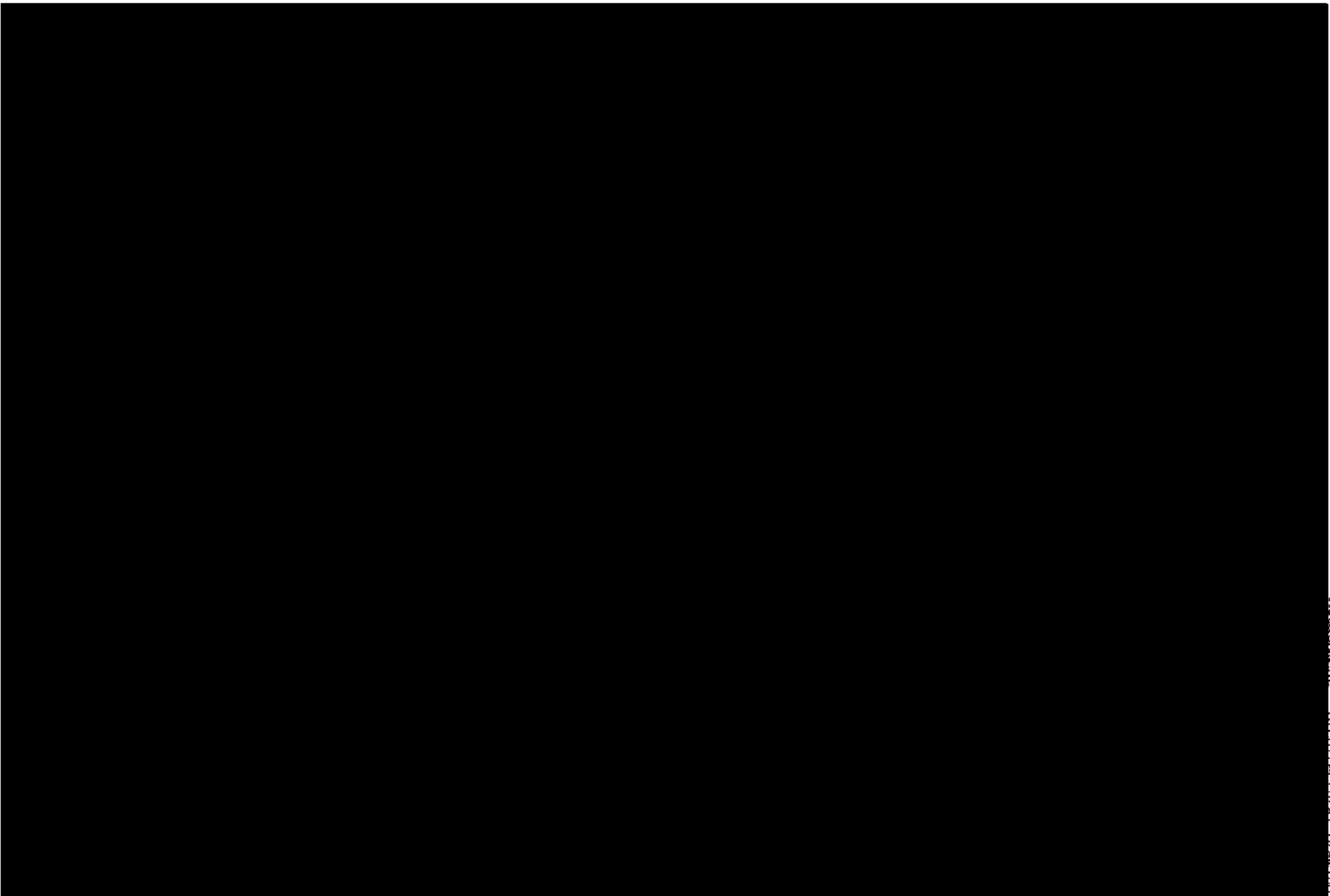
The intent is to utilize the lower level of the facility for health related functions consisting of reception and waiting areas, exam rooms, clean and soiled utility areas, ADA compliant toilet facilities, finance office and a utility support area. This level has a grade level entry from a small parking area located on the east side of the facility. This entry will serve as the designated entrance for clients and persons with disabilities.

The upper level will consist of the following functions: a small reception/waiting area, administrative offices, finance office, records/chart storage, kitchenette and toilet facilities.

Minor physical and cosmetic alterations to both the upper and lower levels will be necessary to accomplish the final design intent. Based upon on-site observations it was concluded that the existing building mechanical and electrical subsystems do not require a major upgrade. Additionally, the exterior building envelope was evaluated during an engineering and Town of Greece inspection and was determined to be sound with the exception of a small area of roof shingles needing replacement. The HVAC, plumbing and electrical distribution systems will be modified to accommodate the spatial changes precipitated by the desired and required office configuration.

The design team hired by Planned Parenthood of the Rochester/Syracuse Region will verify and document existing conditions and prepare base plans from which the design process will take root. They validated the space and function program prior to commencement of design activities. This assured that the design sketches reflected the most effective and optimum utilization of space as related to functions identified in Planned Parenthood's functional program.

The final phase will be the completion of final design and construction documents. Bids will be prepared by the design agency and distributed to construction teams for pricing and solicitation of bids.



# **Schedule 7 - CON Forms Regarding Environmental issues**

## **Contents:**

- **Schedule 7 - Environmental Assessment**

## Environmental Assessment

### Part I.

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

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

### Part II.

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

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

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

**Part III.**

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

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

# Schedule 8

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

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

**1.) Project & Subject Cost Summary data:**

	Total	Source
Project/Subproject Description:		
Project/Subproject Cost	\$555,740	Schedule 8a or 8b, column C, line 8
Total Basic Cost of Construction	\$555,740	from Schedules 8a or 8b, column C, line 6
Total Cost of Movable Equipment	\$88,820	Schedule 8a or 8b, column C, line 5
Cost/Per Square Foot for New Construction (calculated on Table 10)		Schedule 10
Cost/Per Square Foot for Renovation Construction	\$44	Schedule 10
Total Incremental Operating Cost (From Schedule 12C, 17C, or 19C)		Schedule 12c, 17c or 19c
Amount Financed (as \$)	\$425,000	Schedule 9
Percentage Financed as % of Total Cost (From Schedule 9)	76	from Schedule 9
Depreciation Life (In years)	30	

**2) Construction Dates**

Anticipated Start Date	04/04/05	from Schedule 8b
Anticipated Completion Date	05/16/05	



**New York State Department of Health**

**Certificate of Need Application**

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

For Article 28, 36, and 40 Establishment & Construction Requiring Full, Administrative or Limited Review  
 For Limited Review, escalation amounts may be entered as "0".

Concrete	Value	Comments
Design Contingency - New Construction		Normally 10%
Construction Contingency - New Construction		Normally 10%
Change Order Contingency - New Construction		Normally 5%
Design Contingency - Renovation		Normally 10%
Change Order Contingency - Renovation		Normally 10%
Construction Start Date	4/4/2005	see attachment
Midpoint of Construction Date	4/18/2005	see attachment
Completion of Construction Date	5/18/2005	see attachment
Year Used to Complete Current Orders	N/A	

Subject of attachment:	Attachment Number	Filename of attachment - PDF
For restoration, the design contingency will normally be 10% and the construction change order contingency will be 10%. If your percentages are otherwise, please explain in an attachment	N/A	
For new construction and addition, at the schematic stage the design contingency will be normally be 10% and the construction change order contingency will be 5%. If your percentages are otherwise, please explain in an attachment	N/A	

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

	A	B	C
Item	Project Cost in	Escalation amount to	Estimated Project
Source:	Schedule 10 Col. 7	Computed by applicant	(A + B)
1.1 Land Acquisition	\$0		\$0
1.2 Building Acquisition	\$300,000		\$300,000
2.1 New Construction	\$0	\$0	\$0
2.2 Renovation & Demolition	\$148,000	\$0	\$148,000
2.3 Site Development	\$30,000	\$0	\$30,000
2.4 Temporary Utilities	\$6,800	\$0	\$6,800
2.5 Asbestos Abatement or	\$8,020	\$0	\$8,020
3.1 Design Contingency	\$5,300	\$0	\$5,300
3.2 Construction Contingency	\$0	\$0	\$0
4.1 Fixed Equipment (NIC)	\$0	\$0	\$0
4.2 Planning Consultant Fees	\$0	\$0	\$0
4.3 Architect/Engineering Fees	\$0	\$0	\$0
4.4 Construction Manager Fees	\$0	\$0	\$0
4.5 Other Fees (Consultant, etc.)	\$0	\$0	\$0
Subtotal (Total 1.1 thru 4.5)	\$498,120	\$0	\$498,120
5.1 Movable Equipment (Sched 11)	\$58,620	\$0	\$58,620
5.2 Telecommunications	\$0	\$0	\$0
6. Total Basic Cost of Construction (total 1.1 thru 5)	\$556,740	\$0	\$556,740
7.1 Financing Costs (Points etc)	\$0		\$0
7.2 Interim Interest Expense: \$ <input type="text" value="425000"/> At <input type="text" value="6.64"/> % for <input type="text" value="120"/> months	\$0		\$0
8. Total Project Cost: w/o CON fees Total 6 thru 7.2	\$556,740	\$0	\$556,740
Application fees:			
9.1 Application Fee \$1,250. Only applies to Article 28.	\$1,250		\$1,250
9.2 Additional Processing Fee for Article 28 projects involving Construction. (.0045 x line 8) Only applies to Article 28	\$0		\$0
10 Total Project Cost with CON fees	\$557,990	\$0	\$557,990

# **Schedule 9 - CON Forms Regarding Project Financing**

## **Contents:**

- **Schedule 9 - Proposed Plan for Project Financing.**

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

**Schedule 9**

**Schedule 9 Proposed Plan for Project Financing:**

**I. Summary of Proposed Financial plan:**

Check all that apply and fill in corresponding amounts.

	Type	Amount
<input type="checkbox"/>	A. Lease	
<input type="checkbox"/>	B. Cash	
<input type="checkbox"/>	C. Land	
<input type="checkbox"/>	D. Other	
<input checked="" type="checkbox"/>	E. Mortgage, Notes, or Bonds	425,000
<input type="checkbox"/>	F. Refinancing	
<input type="checkbox"/>	Total Mortgage/Notes/Bonds plus Refinancing: (E + F)	
<input type="checkbox"/>	Total Project Financing (Sum A to F)	425,000

**II. Details**

**A. Leases**

	Not Applicable	Title of attachment
1. List each lease with corresponding cost as if purchased each leased item. Breakdown each lease by total project cost and subproject costs, if applicable	<input checked="" type="checkbox"/>	
2. Attach a copy of the proposed lease(s).	<input checked="" type="checkbox"/>	
3. Submit an affidavit indicating any business or family relationships between principals of the landlord and tenant	<input checked="" type="checkbox"/>	
4. If applicable, provide a copy of the lease assignment agreement and the Landlord's consent to the proposed lease assignment	<input checked="" type="checkbox"/>	
5. If applicable, identify separately the total square footage to be occupied by the Article 28 facility and the total square footage of the building	<input checked="" type="checkbox"/>	
6. Attach two letters from independent realtors verifying square footage rate.	<input checked="" type="checkbox"/>	
7. For all capital leases as defined by FASB Statement No. 13, "Accounting for Leases", provide the net present value of the monthly, quarterly or annual lease payments.	<input checked="" type="checkbox"/>	

**B. Cash - Not required for limited review**

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**Schedule 9**

Type	Amount
Accumulated Funds	
Sale of Existing Assets	
Gifts (fundraising program)	
Government Grants	
Other	
<b>TOTAL CASH</b>	

	Not Applicable	Title of attachment
1. Provide a breakdown of the sources of cash. See sample table above.	<input type="checkbox"/>	Misc. Narrative
2. Attach a copy of the latest certified financial statement and interim monthly or quarterly financial reports to cover the balance of time to date.	<input type="checkbox"/>	Financial Statements
3. If amounts are listed in "Accumulated Funds" provide cross-reference to certified financial statement or Schedule 2b, if applicable.	<input checked="" type="checkbox"/>	
4. Attach a full and complete description of the assets to be sold, if applicable.	<input checked="" type="checkbox"/>	
5. If amounts are listed in "Gifts (fundraising program)":  <ul style="list-style-type: none"> <li>• Provide a breakdown of total amount expected, amount already raised, and any terms and conditions affixed to pledges.</li> <li>• If a professional fundraiser has been engaged, submit fundraiser's contract and fundraising plan.</li> <li>• Provide a history of recent fund drives, including amount pledged and amount collected</li> </ul>	<input checked="" type="checkbox"/>	
6. If amounts are listed in "Government Grants":  <ul style="list-style-type: none"> <li>• List the grant programs which are to provide the funds with corresponding amounts. Include the date the application was submitted.</li> <li>• Provide documentation of eligibility for the funds.</li> <li>• Attach the name and telephone number of the contact person at the awarding Agency(ies).</li> </ul>	<input checked="" type="checkbox"/>	
7. If amounts are listed in "Other" attach a description of the source of financial support and documentation of its availability	<input checked="" type="checkbox"/>	
8. Current Department policy requires a minimum equity contribution of 10% of total project cost (Schedule 8b line 10).	<input checked="" type="checkbox"/>	

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

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

	Total Project	Units
Interest	6.64	%
Term	10	Years
Payout Period		Years
Principal	425,000	\$

**New York State Department of Health  
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**Schedule 9**

	Not Applicable	Title of attachment
2. Attach a copy of a letter of interest from the intended source of permanent financing that indicates principal, interest, term, and payout period.	<input type="checkbox"/>	Source of Financing
3. If New York State Dormitory Authority (DASNY) financing, then attach a copy of a letter from a mortgage banker.	<input checked="" type="checkbox"/>	
4. If the financing of this project becomes part of a larger overall financing, then a new business plan inclusive of a feasibility package for the overall financing will be required for DOH review prior to proceeding with the combined financing.	<input checked="" type="checkbox"/>	

**D. Land: Not required for limited review**

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

	Total Project
Appraised Value	360,000
Historical Cost	
Purchase Price	300,000
Other	

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

**E. Other - Not required for limited review**

1. Provide listing and breakdown of other financing mechanisms.

	Total Project
Notes	N/A
Stock	N/A
Other	N/A

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

**Schedule 9**

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

**F. Refinancing - Not required for limited Review**

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

# Schedule 11



**New York State Department of Health  
Certificate of Need Application  
Schedule 11 - Moveable Equipment**

For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review \*

**Table I: New Equipment Description**

Sub project Number	Functional Code	Description, including model, manufacturer, year of manufacturer where applicable.	Number of units	Lease or purchase ?	Date of the end of the lease period	Lease Amount or Purchase Price
	471	Sterilizer, M7	1	P	N/A	2500
	471	Exam Table Power, Ritter 75	1	P	N/A	7000
	471	Coloposcope, Welch Allyn 88000A	1	P	N/A	6000
	471	Exam Light, Welch Allyn 48600 w/Stand	1	P	N/A	860
	471	Instruments, Colposcopy	11	P	N/A	2500
	471	Cart, 3 Shelf, Utility	1	P	N/A	170
	471	Refrigerators, 4.4cu/2.0cu	1 each	P	N/A	260
	471	Curtain, Exam Room	3	P	N/A	600
Total lease and purchase costs: Subproject 1						
Total lease and purchase costs: Subproject 2						
Total lease and purchase costs: Subproject 3						
Total lease and purchase costs: Subproject 4						
Total lease and purchase costs: Subproject 5						
Total lease and purchase costs: Subproject 6						
Total lease and purchase costs: Subproject 7						
Total lease and purchase costs: Subproject 8						
Total lease and purchase costs: Whole Project:						0

**New York State Department of Health  
 Certificate of Need Application  
 Schedule 11 - Moveable Equipment**

For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review \*

**Table I: New Equipment Description**

Sub project Number	Functional Code	Description, including model, manufacturer, year of manufacturer where applicable.	Number of units	Lease or purchase ?	Date of the end of the lease period	Lease Amount or Purchase Price
	471	Stool, Exam Room	1	P	N/A	100
	471	Exam Light, Standard	2	P	N/A	400
	471	Speculum (metal)	35	P	N/A	255
	984	Computer, Medical Records	1	P	N/A	850
	984	Computer, Clinician Office	1	P	N/A	850
	984	Computer, LapTop (Financial Rep.)	1	P	N/A	1500
	901	Shelving, Medical Records		P	N/A	2500
	910	Telephone/Voicemail System		P	N/A	6500
Total lease and purchase costs: Subproject 1						
Total lease and purchase costs: Subproject 2						
Total lease and purchase costs: Subproject 3						
Total lease and purchase costs: Subproject 4						
Total lease and purchase costs: Subproject 5						
Total lease and purchase costs: Subproject 6						
Total lease and purchase costs: Subproject 7						
Total lease and purchase costs: Subproject 8						
Total lease and purchase costs: Whole Project:						0

**New York State Department of Health  
 Certificate of Need Application  
 Schedule 11 - Moveable Equipment**

For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review \*

**Table I: New Equipment Description**

Sub project Number	Functional Code	Description, including model, manufacturer, year of manufacturer where applicable.	Number of units	Lease or purchase ?	Date of the end of the lease period	Lease Amount or Purchase Price
	902	Security/Fire System		P	N/A	4000
	921	Refrigerator	1	P	N/A	850
	901	Desk Chair, HON	9	P	N/A	1800
	901	Stool, High, Charting	2	P	N/A	400
	901	Side Chairs	5	P	N/A	800
	901	Chairs, Stacking HON Series 4040	4	P	N/A	264
Total lease and purchase costs: Subproject 1						
Total lease and purchase costs: Subproject 2						
Total lease and purchase costs: Subproject 3						
Total lease and purchase costs: Subproject 4						
Total lease and purchase costs: Subproject 5						
Total lease and purchase costs: Subproject 6						
Total lease and purchase costs: Subproject 7						
Total lease and purchase costs: Subproject 8						
Total lease and purchase costs: Whole Project:						0

**New York State Department of Health  
 Certificate of Need Application  
 Schedule 11 - Moveable Equipment**

For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review \*

**Table I: New Equipment Description**

Sub project Number	Functional Code	Description, including model, manufacturer, year of manufacturer where applicable.	Number of units	Lease or purchase ?	Date of the end of the lease period	Lease Amount or Purchase Price
	930	Computer, Education Office	1	P	N/A	850
	930	Chair, Desk	1	P	N/A	200
	930	Desk	1	P	N/A	265
	901	Desk	3	P	N/A	1193
	930	Table, Conference Room 6ft.	2	P	N/A	680
	930	Chair, Conference Room	21	P	N/A	1603
	930	Overhead Projector	1	P	N/A	260
	930	Overhead Projector, Stand	1	P	N/A	275
Total lease and purchase costs: Subproject 1						
Total lease and purchase costs: Subproject 2						
Total lease and purchase costs: Subproject 3						
Total lease and purchase costs: Subproject 4						
Total lease and purchase costs: Subproject 5						
Total lease and purchase costs: Subproject 6						
Total lease and purchase costs: Subproject 7						
Total lease and purchase costs: Subproject 8						
Total lease and purchase costs: Whole Project:						0

**New York State Department of Health  
 Certificate of Need Application  
 Schedule 11 - Moveable Equipment**

For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review \*

**Table I: New Equipment Description**

Sub project Number	Functional Code	Description, including model, manufacturer, year of manufacturer where applicable.	Number of units	Lease or purchase ?	Date of the end of the lease period	Lease Amount or Purchase Price
	930	Dry Erase Board 6x4	1	P	N/A	165
	902	File Cabinet-Clinician	4	P	N/A	640
	902	File Cabinet-Nurses	2	P	N/A	320
	902	Fax Machine, Brother 4750e, Medical Reocrds	1	P	N/A	500
	961	Signage, Exterior	1	P	N/A	6000
Total lease and purchase costs: Subproject 1						
Total lease and purchase costs: Subproject 2						
Total lease and purchase costs: Subproject 3						
Total lease and purchase costs: Subproject 4						
Total lease and purchase costs: Subproject 5						
Total lease and purchase costs: Subproject 6						
Total lease and purchase costs: Subproject 7						
Total lease and purchase costs: Subproject 8						
Total lease and purchase costs: Whole Project:						0

**New York State Department of Health  
 Certificate of Need Application  
 Schedule 11 - Moveable Equipment**

For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review \*

**Table I: New Equipment Description**

Sub project Number	Functional Code	Description, including model, manufacturer, year of manufacturer where applicable.	Number of units	Lease or purchase ?	Date of the end of the lease period	Lease Amount or Purchase Price
	471	Blood Pressure Cuffs	4	P	N/A	160
	471	Microscope	1	P	N/A	900
	923	Intercom/Security Door	1	P	N/A	2000
	901	Printer	4	P	N/A	500
	921	Microwave	1	P	N/A	100
	930	Television	1	P	N/A	450
	930	VCR and DVD	1 each	P	N/A	200
	930	Cart, AV	1	P	N/A	400
Total lease and purchase costs: Subproject 1						58,620
Total lease and purchase costs: Subproject 2						
Total lease and purchase costs: Subproject 3						
Total lease and purchase costs: Subproject 4						
Total lease and purchase costs: Subproject 5						
Total lease and purchase costs: Subproject 6						
Total lease and purchase costs: Subproject 7						
Total lease and purchase costs: Subproject 8						
Total lease and purchase costs: Whole Project:						58620

# **Schedule 13- CON Forms Applicable to all Article 28 Facilities**

## **Contents:**

- **Schedule 13 A - Assurances.**
- **Schedule 13 B - Staffing**
- **Schedule 13 C - Annual Operating Costs**
- **Schedule 13 D - Annual Operating Revenue**

Schedule 13 A. Assurances From Article 28 Applicants

Article 28 applicants seeking combined establishment and construction or construction approval only must complete this schedule.

The undersigned, as a duly authorized representative of the applicant, hereby gives the following assurances:

- a) The applicant has or will have a fee simple or such other estate or interest in the site, including necessary easements and rights-of-way, sufficient to assure use and possession for the purpose of the construction and operation of the facility.
- b) The applicant will obtain the approval of the Commissioner of Health of all required submissions, which shall conform to the standards of construction and equipment in Subchapter C of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (Title 10).
- c) The applicant will submit to the Commissioner of Health final working drawings and specifications, which shall conform to the standards of construction and equipment of Subchapter C of Title 10, prior to contracting for construction, unless otherwise provided for in Title 10.
- d) The applicant will cause the project to be completed in accordance with the application and approved plans and specifications.
- e) The applicant will provide and maintain competent and adequate architectural and/or engineering inspection at the construction site to insure that the completed work conforms to the approved plans and specifications.
- f) If the project is an addition to a facility already in existence, upon completion of construction all patients shall be removed from areas of the facility that are not in compliance with pertinent provisions of Title 10, unless a waiver is granted by the Commissioner of Health, under Title 10.
- g) The facility will be operated and maintained in accordance with the standards prescribed by law.
- h) The applicant will comply with the provisions of the Public Health Law and the applicable provisions of Title 10 with respect to the operation of all established, existing medical facilities in which the applicant has a controlling interest.
- i) The applicant understands and recognizes that any approval of this application is not to be construed as an approval of, nor does it provide assurance of, reimbursement for any costs identified in the application. Reimbursement for all cost shall be in accordance with and subject to the provisions of Part 86 of Title 10.

Date 2-23-05

[REDACTED]

Signature:

Name (Please Type)

[REDACTED]

President/CEO, PPRSR



**New York State Department of Health  
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**Schedule 13B**

**Schedule 13 B. Staffing**

**Table 13B - 1:**

For Establishment and/or Construction Requiring Full/Administrative Review

- Total Project
- Subproject number

A Staffing Categories	B C D Number of FTEs to the Nearest Tenth		
	Current Year*	First Year of implementation	Third Year of implementation
	1. Management & Supervision	1	1
2. Technician & Specialist			
3. Registered Nurses	1	1	1
4. Licensed Practical Nurses	2	2	2
5. Aides, Orderlies & Attendants			
6. Physicians			
7. PGY Physicians			
8. Physicians' Assistants			
9. Nurse Practitioners	3	3	3
10. Nurse Midwife			
11. Social Workers and Psychologist**			
12. Physical Therapists and PT Assistants			
13. Occupational Therapists and OT Assistants			
14. Speech Therapists and Speech Assistants			
15. Other Therapists and Assistants			
16. Infection Control, Environment and Food Service			
17. Clerical & Other Administrative	2	2.5	2.5
18. Other Employee Classifications (please specify)			
19. Total Number of Employees	9	9.5	9.5

\*Last complete year prior to submitting application  
 \*\*Use only for RHCF and D and T Center proposals

**Describe how the number and mix of staff were determined:**

Based on current actual and projected visit goals.

**New York State Department of Health  
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**Schedule 13B**

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

Name of medical director:	[REDACTED] MD
License number of the Medical Director	[REDACTED]

	Not Applicable:	Title of Attachment	Filename of attachment
Attach a copy of the medical director's curriculum vitae:	<input type="checkbox"/>	Curriculum Vitae	

Acute care facility with which an affiliation agreement is being negotiated:	N/A
In the space below, indicate the status of those negotiations:	
[REDACTED]	

	Not Applicable:	Title of Attachment	Filename of attachment
Attach a copy of a letter of intent or the affiliation agreement, if appropriate.	<input checked="" type="checkbox"/>		

Distance in miles from the proposed facility to the acute care affiliate.	N/A
Distance in minutes of travel time from the proposed facility to the acute care affiliate.	N/A
Name of the acute care facility, nearest the proposed facility:	Park Ridge Hospital
Distance in miles from the proposed facility to the nearest acute care facility:	Less than 5 miles
Distance in minutes of travel time from the proposed facility to the nearest acute care facility.	5 Minutes

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**Schedule 13B**

**Table 13B - 2. Ambulatory surgery centers should complete the following Table: N/A**

List all practitioners -- including surgeons, Dentists and Podiatrists, who have expressed an interest in practicing at the Center.  
NOTE: Attach copies of letters from each giving the number and type of procedures he or she expects to perform per year.

Practitioner's Name	License No.	Specialty (s)	Board Certified or Eligible	Expected Number of Procedures	List hospitals where Physician has Admitting Privileges:	Title and File Name of attachment
N/A			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			

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**Schedule 13C**

**Schedule 13 C. Annual Operating Costs**

For Establishment and/or Construction Requiring Full/Administrative Review

Use this schedule to summarize the first full year's incremental cost for the categories, which are affected by this project. The first full year is defined as the first 12 months of full operation after project completion. Project the first and third full year's direct incremental costs in current year dollars. (Show only additional operating costs to be incurred during the first full year after project completion). Enter in the column heading the year and month when this period begins and ends."

- Total Project
- Subproject Number

**Table 13C - 1**

	a	b	c
Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question:(m/d/yyyy)	1/1/2005	1/1/2006	1/1/2008
1. Salaries and Wages	360,870	10,826	32,480
1a. FTEs			
2. Employee Benefits	72,174	2,165	6,495
3. Professional Fees	27,642		830
4. Medical & Surgical Supplies	55,056	1,650	4,955
5. Non-med., non-surg. Supplies	6,030	200	500
6. Utilities	6,800	350	1,020
7. Purchased Services	19,068		
8. Other Direct Expenses	18,420	400	1,105
9. Subtotal (total 1-8)	566,060	15,591	47,385
10. Interest	27,787		
11. Depreciation and Rent	14,167		
12. Total Incremental Operating Costs	608,014	15,591	47,385

	Title of Attachment	Filename of attachment
1. In an attachment, provide the basis and supporting calculations for depreciation and rent expense	Misc. Narrative	
2. In an attachment, provide the basis for interest cost. Separately identify, with supporting calculations, interest attributed to mortgages and working capital	Misc. Narrative	

Any approval of this application is not to be construed as an approval of any of the above indicated current or projected operating costs. Reimbursement of any such costs shall be in accordance with and subject to the provisions of Part 86 of 10 NYCRR. Approval of this application does not assure reimbursement of any of the costs indicated therein by payers under Title XIX of the Federal Social Security Act (Medicaid) or Article 43 of The State Insurance Law or by any other payers.

**Schedule 13 D: Annual Operating Revenues**

For Establishment and/or Construction Requiring Full/Administrative Review

This schedule is to be used for all proposals except (a) establishment applications for RHCs and D&TCs, and (b) RCH and D&TC applications which will increase total year current costs by more than 10%.

One schedule must be completed for the total project and one for each of the subprojects. Indicate which one is being reported by checking the appropriate box at the top of the schedule.

Use this schedule to summarize the current year's operating revenue, and the first and third year's incremental operating revenue for the categories that are affected by this project.

Table 1. Enter the current year data in column 1. This should represent the total revenue for the last complete year before submitting the application, using audited data.

Indicate in column 2 and column 3 respectively a projection of the first and third year incremental revenues (i.e., additional operating revenues (i.e., additional operating revenues to be received during the first and third years of operation after project completion). Use current year dollars. Show revenue reductions in parentheses.

Tables 2a and 2b. Enter current year data in the appropriate block. This should represent revenue by payer for the last complete year before submitting the application, using audited data.

Indicate in the appropriate blocks incremental revenues (i.e., additional operating revenues by payer to be received during the first and third years of operation after project completion). As an attachment, provide documentation for the rates assumed for each payer. Where the project will result in a rate change, provide supporting calculations. For managed care, include rates and information from which the rates are derived, including payer, enrollees, and utilization assumptions.

The total of Inpatient and Outpatient Services at the bottom of tables' 2a and b should equal the totals given on line 10 of table 1.

Provide as an attachment to this schedule a cash flow analysis for the first year of operations after the changes proposed by the application, which identifies the amount of working capital, if any, needed to implement the project. Please complete Schedule 5, Working Capital Schedule, in conjunction with the cash flow analysis.

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Schedule 13D

Table 13D - 1

	a	b	c
Categories	Current Year	Year 1 Incremental Revenue Impact	Year 3 Incremental Revenue Impact
Start date of year in question:(m/d/yyyy)	1/1/2005	1/1/2006	1/1/2008
1. Daily Hospital Services			
2. Ambulatory Services			
3. Ancillary Services			
4. Total Gross Patient Care Services Rendered	682,885	20,487	61,460
5. Deductions from Revenue	(187,349)	(5,620)	(16,861)
6. Net Patient Care Services Revenue			
7. Other Operating Revenue (Identify sources)			
8. Total Operating Revenue (Total 1-7)	495,536	14,867	44,599
9. Non-Operating Revenue			
10. Total Project Revenue	495,536	14,867	44,599

Table 13D - 3

Inpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Patient Days	Net Revenue*		Patient Days	Net Revenue*		Patient Days	Net Revenue*	
%	Dollars (\$)		%	Dollars (\$)		%	Dollars (\$)			
Commercial	Fee for Service									
	Managed Care									
Medicare	Fee for Service									
	Managed Care									
Medicaid	Fee for Service									
	Managed Care									
Private Pay										
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total			100%			100%			100%	

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Schedule 13D

Table 13D - 4

Outpatient Services** Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Visits	Net Revenue*		Visits	Net Revenue*		Visits	Net Revenue*	
			%	Dollars (\$)		%	Dollars (\$)		%	Dollars (\$)
Commercial	Fee for Service	19	1%	1,756	1	1%	53	2	1%	158
	Managed Care	1,057	23%	115,125	32	23%	3,454	95	23%	10,361
Medicare	Fee for Service	0	0	0	0	0	0	0	0	0
	Managed Care	0	0	0	0	0	0	0	0	0
Medicaid	Fee for Service	2,118	42%	215,374	64	43%	6,461	191	43%	19,384
	Managed Care	475	15%	71,791	14	15%	2,154	43	15%	6,461
Private Pay		1,588	19%	92,946	47	18%	2,788	143	18%	8,365
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total		5,257	100%	496,992	158	100%	14,910	474	100%	44,729
Total of Inpatient and Outpatient Services				496,992			14,910			44,729

# **Schedule 17 - CON forms Specific to Diagnostic and Treatment Centers (D&TC)**

## **Contents:**

- o **Schedule 17 A - D&TC Program Information.**
- o **Schedule 17 B - D&TC Community Need.**
- o **Schedule 17 C - Impact of CON Application on D&TC  
Operating Certificate**
- o **Schedule 17 D - D&TC Allocation of Operating Costs**
- o **Schedule 17 E - D&TC Statement of Revenue**



**Schedule 17 A - Diagnostic and Treatment Center Program Information.**

For Establishment and/or Construction requiring Full or Administrative Review.

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

Planned Parenthood of the Rochester/Syracuse Region's (PPRSR) plan to renovate space at 2824 West Ridge Road has included utilization of appropriate state regulatory agencies in our site search and plan development. PPRSRS will continue to comply with state and federal regulations throughout the process. After identifying our proposed location, PPRSRS requested that the Town of Greece tour the facility and provide a list of recommendations/improvements necessary for code compliance, including handicapped accessibility. PPRSRS's selection of a vendor for design and engineering services required previous Article 28 experience. Our local Department of Health representatives reviewed our architectural design proposal and offered suggestions and improvements to the plan. PPRSRS has incorporated regulatory agency recommendations in the final version of our site plan. PPRSRS will also arrange for our local Department of Health to walk through the space during the renovation period before their final inspection.

**Schedule 17 B - Community Need**

This schedule is required for D&TC Establishment Applications and for Construction Applications requiring Full Review.

**Public Need Summary:**

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

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

See Attached Public Need Summary

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

See Attached Public Need Summary

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

See Attached Public Need Summary

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

See Attached Public Need Summary

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

See Attached Public Need Summary

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

N/A

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

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

1. The full time equivalent (FTE) number of primary care physicians engaged in the practice after the conversion compared with the number before conversion.

N/A

2. The (FTE) number of non-physician primary care providers, such as physician Assistants and Certified Nurse Practitioners after the conversion compared with the number before conversion.

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**Public Need Summary**  
Section 1

Detailed review of Ahler's data indicates that the majority of clients seen at the Greece Clinic live in the community proper, in the surrounding towns or within the City of Rochester. There is an influx of urban clients from high-risk City of Rochester zip codes that boarder the Town of Greece who go to the Greece Center to take advantage of confidentiality and privacy which may be compromised by going to a center in their own neighborhoods. Access from the downtown location has been considered throughout our site search.

Section 2  
See attached Table

Section 3  
Services in the Greece community began in 1992. In 1994 the clinic was moved to our current location at [REDACTED]. The clinic began as a part time clinic offering services two days per week. Clinic expansion proceeded with a change in clinic status to full time in 1997. From 1999 to 2004 clinic visits increased an average of 21% each year. Planned Parenthood is anticipating a 5% visit increase for 2005. Our 2005 visit goal is based on the assumption that 2005 will be our start up year at the new clinic location. The focus for this project is to address the increasing demand on this Center by the low-income families who live in the Northwest Quadrant of Monroe County, the City of Rochester, and adjacent locales.  
See attached detail.

Section 4a  
The current Greece center has grown 63% from 1999 to 2003. Maximization of site hours and inception of a Call Center to triage clients across the region has promoted visit growth of the Greece Center. Clients desiring a same day appointment can frequently be accommodated and services are usually available within 24-48 hours. The current location has exceeded its capacity for client growth due to inadequate parking, exam rooms, office and reception areas.

Fifteen percent (15%) of clients served in the Greece site are from high risk City zip codes 14602 through 14619 and 14621. Approximately 9% are from zip code areas which tend to be migrant communities where women have no services.

Evidence from those PPRSR serves and other sources that indicate change is wanted: Of the Greece clients surveyed in 2003:

- 95% documented the need for additional parking.
- 25% documented the need for greater privacy within the center.

- Clients indicated that their preferred center location was near the Greece Ridge Center. Most clients were either driven or provided their own transportation; however, location on a bus line was a priority to those without transportation.

#### Past Outcomes and Results

- Agency-wide 85% of surveyed participants obtained new information from PPRSR programming.
- 94% of clients received HIV counseling,
- 85% of clients were negative for Chlamydia,
- 0% of clients were HIV positive, and
- Less than 1% of all clients tested positive for gonorrhea, syphilis, herpes and human papilloma virus.

#### Section 4b

Planned Parenthood of the Rochester/Syracuse Region's mission is to protect and support every person's right to make voluntary, informed choices about sexuality and reproduction in order to lead a healthy and fulfilling life. To do this, Planned Parenthood of the Rochester/Syracuse Region provides healthcare, education, counseling and leadership in preserving the right to reproductive freedom. Special emphasis is given to women who have limited access to those services.

The existing Greece Center served approximately 2,978 unduplicated clients during the 2004 fiscal year. Of this number 50% are eligible for partially subsidized funding for their family planning services based on their limited income and an additional 10% are entitled to "free" services because their income is severely limited yet still exceeds income limits for Medicaid eligibility.

As a licensed Article 28 Diagnostic and Treatment Center, PPRSR provides routine gynecological care to women from adolescence through the middle years. Clinical services, counseling, education, and outreach are available at each of our centers. PPRSR's target population is the working poor; those who are uninsured or underinsured, and at risk for unintended pregnancy and exposure to sexually transmitted infections. As the quantitative and qualitative population description indicates, a substantial number of clients at the Greece Center are either without insurance or under insured.

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**Public Need Summary  
 Section 2**

**Quantitative and Qualitative Population Description**

<b>Age</b>	<b>Percent</b>	<b>Poverty Level</b>	<b>Percent</b>
<15	0.6	100% or less	75.3
15-17	14.5	101%-125%	8.6
18-19	17.2	126%-150%	5.7
20-24	36.8	151%-175%	3.9
25-29	16.5	176%-200%	2.1
30-34	7.2	201%-250%	1.9
35-39	4.4	>250%	2.4
40+	2.8		

<b>Race</b>	<b>Percent</b>	<b>Payor Mix</b>	<b>Percent</b>
White	78.2	No Charge	3.6
Black	9.8	Title XIX (Medicaid)	4.7
Asian	1.3	Private Insurance	20.4
Other	10.7	Full Fee	4.6
		Partial Fee	27
		Other	0.4
		Title XIX (Mng. Care)	8.1
		Title XIX (Extended)	0.6
		F/P Benefit	30.6

N/A

3. The number of primary care visits after the conversion compared with the number before conversion.

N/A

4. The array of services to underserved clients after the conversion compared with the number before conversion.

N/A

### Target Population and Service Area:

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

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

N/A

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

N/A

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

N/A

### Capacity of Existing Primary Care Providers

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

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have access to such data, but the project narrative should indicate that the applicant is reasonably familiar with the overall availability of primary care in the targeted area.

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

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

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

--

Schedule 17 C. Impact of CON Application on Diagnostic and Treatment Center Operating Certificate

For Establishment/Construction Requiring Full Review

1. **OVERALL CLASSIFICATION:** Check the box that defined the type of Diagnostic and Treatment Center (D&TC).

- General D&TC
- Comprehensive Outpatient Rehabilitation Facility (CORF)  OPT
- Mobile Services\*
- End Stage Renal Disease (ESRD)
- Rural Health Clinic
- Ambulatory Surgery Center: \*\*\* Single Specialty
- Ambulatory Surgery Center: \*\*\* Multi Specialty
- Ambulatory Surgery Center: \*\*\* Limited (i.e. to specific specialties that can function with smaller rooms)

2. **Specific Authorized Services:**

List all the services that are presently on the facility's operating certificate by inserting an "X" in the appropriate box of column C. If services are being added, insert an "x" in column D, if services are being removed insert an "X" in column E, finally indicate all the services that will be on the operating certificate if this CON is approved by inserting an "x" in column F.

**Additional Information about Dialysis capacity:**

Is the D&TC requesting certification for Chronic Renal Dialysis a change in the number of dialysis stations?

- Yes  No

If "yes", provide the following information.




Table 17C-1 SPECIFIC AUTHORIZED SERVICES

a	b	c	d	e	f
		Existing certified service	Add	Remove	Proposed certified services
AUDIOLOGY (See Section 700.2)	006	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES (see Section 752.4)	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	135	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DRUG ABUSE SCREENING	023	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCY, OUTPATIENT	024	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ELECTROCARDIOGRAPHY	026	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ELECTROENCEPHALOGRAPHY	027	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING (See Part 753)	029	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HEALTH EDUCATION	031	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
LITHOTRIPTSY (See Part 709)	171	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (See Section 709.15)	119	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE	054	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PART-TIME CLINIC(S)**	118	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES (See Section 752.5)	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRACTITIONER SERVICES (SELECT ALL THAT APPLY)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PRACTICE, INTERNAL MEDICINE	082	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OB/GYN	082	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY	065	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS	071	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES (OMH APPROVAL REQUIRED)	084	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL REHABILITATION (Comprehensive Physical Rehab Prgm under the direction of a M.D.)	049	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHALMOLOGY (Non-surgical eye care)	175	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL CHILD	108	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL (Services under the direction of Dentist)	022	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY (Organized service under the direction of a Podiatrist as defined by SED)	076	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY (DIAGNOSTIC)	109	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY (THERAPEUTIC)	110	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Table 17C-1. SPECIFIC AUTHORIZED SERVICES (continued)

#	Service	Existing service	Unit	Remarks	Transferability
154	RENAL DIALYSIS (SEE SCHEDULE 17C-1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
155	RENAL DIALYSIS (HEMOPHILIC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
156	RESPIRATORY THERAPY (SEE SCHEDULE 17C-1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157	SPREADSHEET LANGUAGE TECHNOLOGY (SEE SCHEDULE 17C-1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
158	SURGERY (SEE SCHEDULE 17C-1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
159	OUTPATIENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
160	AUDIOMETRY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161	OBSTETRICS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
162	ODONTOLOGY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163	OPHTHALMOLOGY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
164	ORTHOPEDICS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
165	OTOLARYNGOLOGY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
166	PLASTIC SURGERY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
167	POSSIBLE TRANSPLANTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
168	UROLOGY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
169	RESPIRATORY (SEE SCHEDULE 17C-1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
170	THERAPY, OCCUPATIONAL (SEE SCHEDULE 17C-1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171	THERAPY, PHYSICAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
172	THERAPY, RECREATIONAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
173	THERAPY, VOCATIONAL/REHABILITATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
174	TRANSFUSION SERVICES (SEE SCHEDULE 17C-1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175	TRANSFUSION SERVICES (SEE SCHEDULE 17C-1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*MOBILE SERVICES: For each site where the vehicle will be parked to provide services, a separate "Mobil Clinic Site Approval Request" must be attached. A blank form is found in Schedule 16C.

\*\*PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00). See Schedule 1, page 4 for address to obtain form.

\*\*\*Requires additional Medicare certification

**Table 17C-2 - Projected Utilization of Services:**

The number of projected "visits" should be listed in this table for each existing or proposed certified service. Visits should be estimated for the current, first and third year of the project.

(Service classification and description are from the listings above)		Current Year	1st Full Year of project	3rd Full Year of project
Service Classification Code	Description	Visits	Visits	Visits
029	Family Planning	5000	5150	5450
031	Health Education	40	55	65
Total Visits				

**Schedule 17 D - D&TC Allocation of Operating Costs**

For Establishment and/or Construction Requiring Full/Administrative Review

This schedule breaks out operating costs across various categories. A two page table must be completed for the current, first and third year of operation.

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

Current Year: from 1/1/05 – 12/31/05 (m/d/yyyy)

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Contract & Services	Supplies	General Costs	Donations	Total Before Distribution	Distribution of Facility Costs	Total After Distribution
328	TOTAL ADJUSTED COSTS									
	I. Core Cost Centers									
329	a. Administration	Not Allocated	Not Allocated		5,790	71,929				
330	b. Facility	Not Allocated	Not Allocated			85,826				
331	c. Patient Transportation	N/A	N/A							
332	Subtotal				5,790	157,755				
	II. Patient Care Cost Centers									
	a. Multi-service Child Health									
333	1. Medical	0								
334	2. Dental	0								
335	3. Laboratory	0								
336	4. X-Ray	0								
337	5. Pharmacy	0								
338	6. Mental Health	0								
339	7. Rehab. Therapies	0								
340	8. Other Health	0								
341	SUBTOTAL a	0								
	b. Family Planning									
342	1. Reproductive Health Care	360,870	72,174		74,177					
343	2. Laboratory	0	0	16,420						
344	3. Pregnancy Counseling	Not Allocated	Not Allocated							
345	4. Community Service	0	0							
346	SUBTOTAL b	360,870	72,174		74,177					
	c.									
347										
348										
349										
350										
351										
	d. Cerebral Palsy & Rehab.									
352	1. Medical									
353	2. Dental									
354	3. Speech and Hearing									

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

Current Year Continued:

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

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384	3.									
389	SUBTOTAL									

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

First Year of project: from 1/06 to 12/06 (m/d/yyyy)

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Contract & Services	Supplies	General Costs	Donations	Total Before Distribution	Distribution of Facility Costs	Total After Distribution
328	TOTAL ADJUSTED COSTS									
	I. Core Cost Centers									
329	a. Administration	Not Allocated			5,964	74,087				
330	b. Facility	Not Allocated				88,400				
331	c. Patient Transportation	N/A								
332	Subtotal				5,694	162,487				
	II. Patient Care Cost Centers									
	a. Multi-service, Child Health									
333	1. Medical									
334	2. Dental									
335	3. Laboratory									
336	4. X-Ray									
337	5. Pharmacy									
338	6. Mental Health									
339	7. Rehab. Therapies									
340	8. Other Health									
341	SUBTOTAL a									
	b. Family Planning									
342	1. Reproductive Health Care	371,696	74,339		76,402					
343	2. Laboratory			16,913						
344	3. Pregnancy Counseling									
345	4. Community Service									
346	SUBTOTAL b	371,696	74,339	16,913	76,402					
	c.									
347										
348										
349										
350										
351										
	d. Cerebral Palsy & Rehab.									
352	1. Medical									
353	2. Dental									
354	3. Speech and Hearing									





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

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 First Year Continued

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

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

Third Year of project from 1/08 to 12/31/08 (m/d/yyyy)

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Contract & Services	Supplies	General Costs	Donations	Total Before Distribution	Distribution of Facility Costs	Total After Distribution
328	TOTAL ADJUSTED COSTS									
	I. Core Cost Centers									
329	a. Administration	Not Allocated			6,311	78,403				
330	b. Facility	Not Allocated				93,550				
331	c. Patient Transportation	N/A								
332	Subtotal				6,311	171,953				
	II. Patient Care Cost Centers									
	a. Multi-service: Child Health									
333	1. Medical									
334	2. Dental									
335	3. Laboratory									
336	4. X-Ray									
337	5. Pharmacy									
338	6. Mental Health									
339	7. Rehab. Therapies									
340	8. Other Health									
341	SUBTOTAL a									
	b. Family Planning									
342	1. Reproductive Health Care	393,350	78,669		80,853					
343	2. Laboratory			17,898						
344	3. Pregnancy Counseling									
345	4. Community Service									
346	SUBTOTAL b	393,350	78,669	17,898	80,853					
	c.									
347										
348										
349										
350										
351										
	d. Cerebral Palsy & Rehab.									
352	1. Medical									
353	2. Dental									

New York State Department of Health  
 Certificate of Need Application

Schedule 17D

354	3. Speech and Hearing									
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Table 17D-1 D&TC Allocation of Operating Costs Third Year Continued:

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



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

**Schedule 17E**

**Schedule 17 E - D&TC Statement of Revenue:**

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

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

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

**Table 17E-1 D&TC Statement of Revenue**

See Attachment: Payer Source

I. Patient Revenue	Charges	Fees for Service	1,755
		Managed Care	115,125
	Members		
	Medicaid	Fees for Service	215,374
		Managed Care	71,791
	Private Pay		82,945
	USDA		
	Other		
	Charity Care		
	Discount		(4,427)
	Children and Adolescent Care		
	All Other		
	TOTAL		492,595
II. Other Operating Revenue	Sale of Inventory		
	Sale of Supplies to Other than Patients		
	Leases		
	Other		
	TOTAL		
III. Non-Operating Revenue	Gifts, Legacies, and Donations		
	Grants		
	Community Health Center (Sec 301)		
	Mental and Other Health (Title V)		
	WIC Administrative Funds		
	Priority and Ambulatory Care Program		
	Local Health Assistance Funds		
	Other Grants/Contracts		
	Other Grants/Contracts		
	Other Non-Operating Revenue		
	TOTAL		
IV. Total Revenue (I, II, and III)			492,595

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

**List of Attachments**

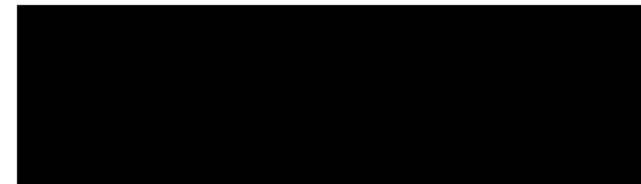
<b><u>Title of Attachment</u></b>	<b><u>Schedule</u></b>
Corporate Directors	1A
Board Resolution	1A
Operating Certificate	1A
Organizational Chart	1A
Purchase Agreement	3B, 9
Misc. Narrative	5, 9
Architectural Narrative (Attached to Schedule 6)	6
Architectural Drawing (Attached to Schedule 6)	6
Financial Statements	9
Financial Statements II	9
Financial Statements III	9
Source of Financing	9
Curriculum Vitae	13
Public Need Summary (Attached to Schedule 17)	17
Payer Source	17E

**PLANNED PARENTHOOD OF THE ROCHESTER/  
SYRACUSE REGION, INC.**

**BOARD OF DIRECTORS**

**2005**

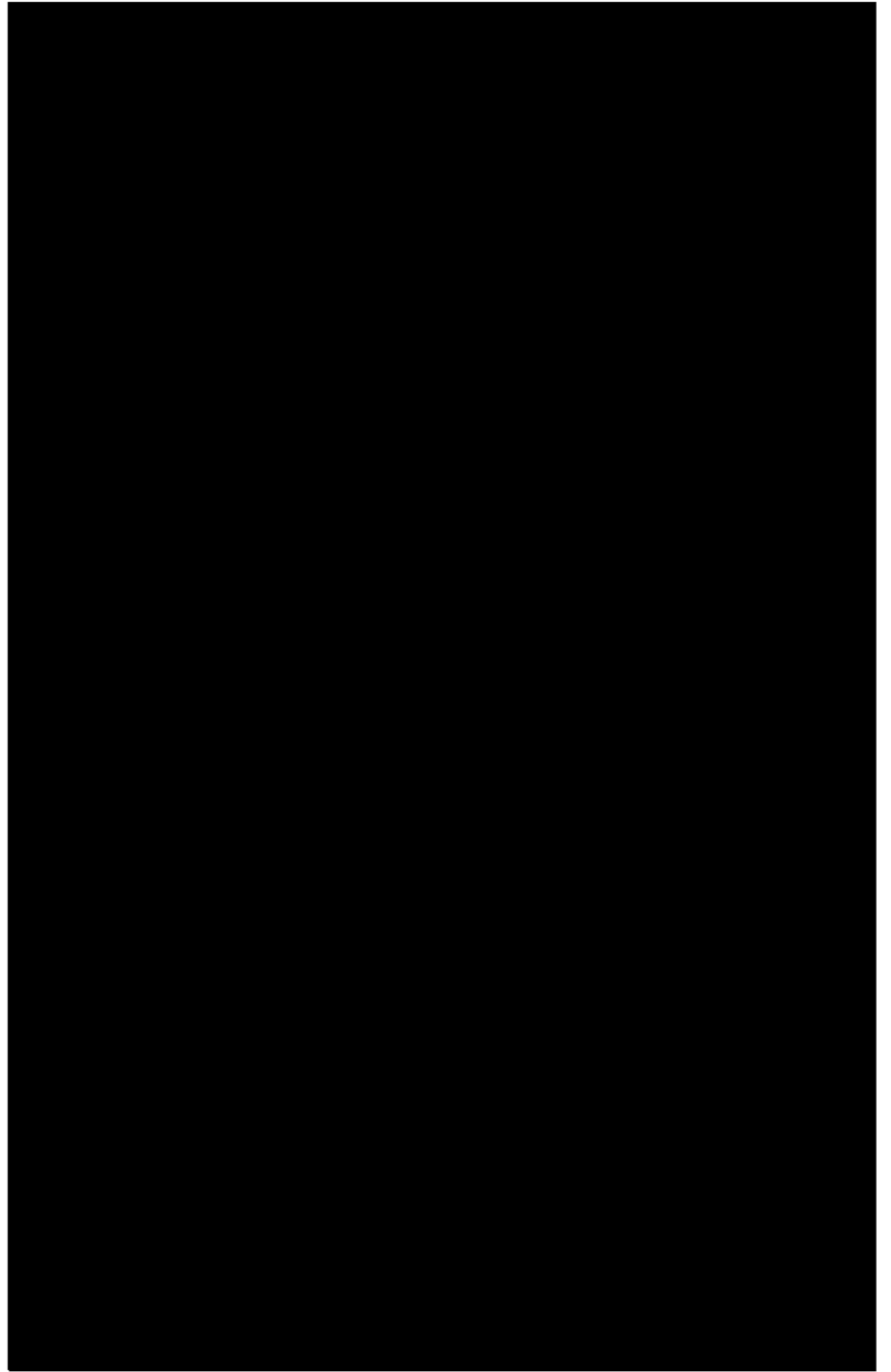
**Corporate Headquarters**



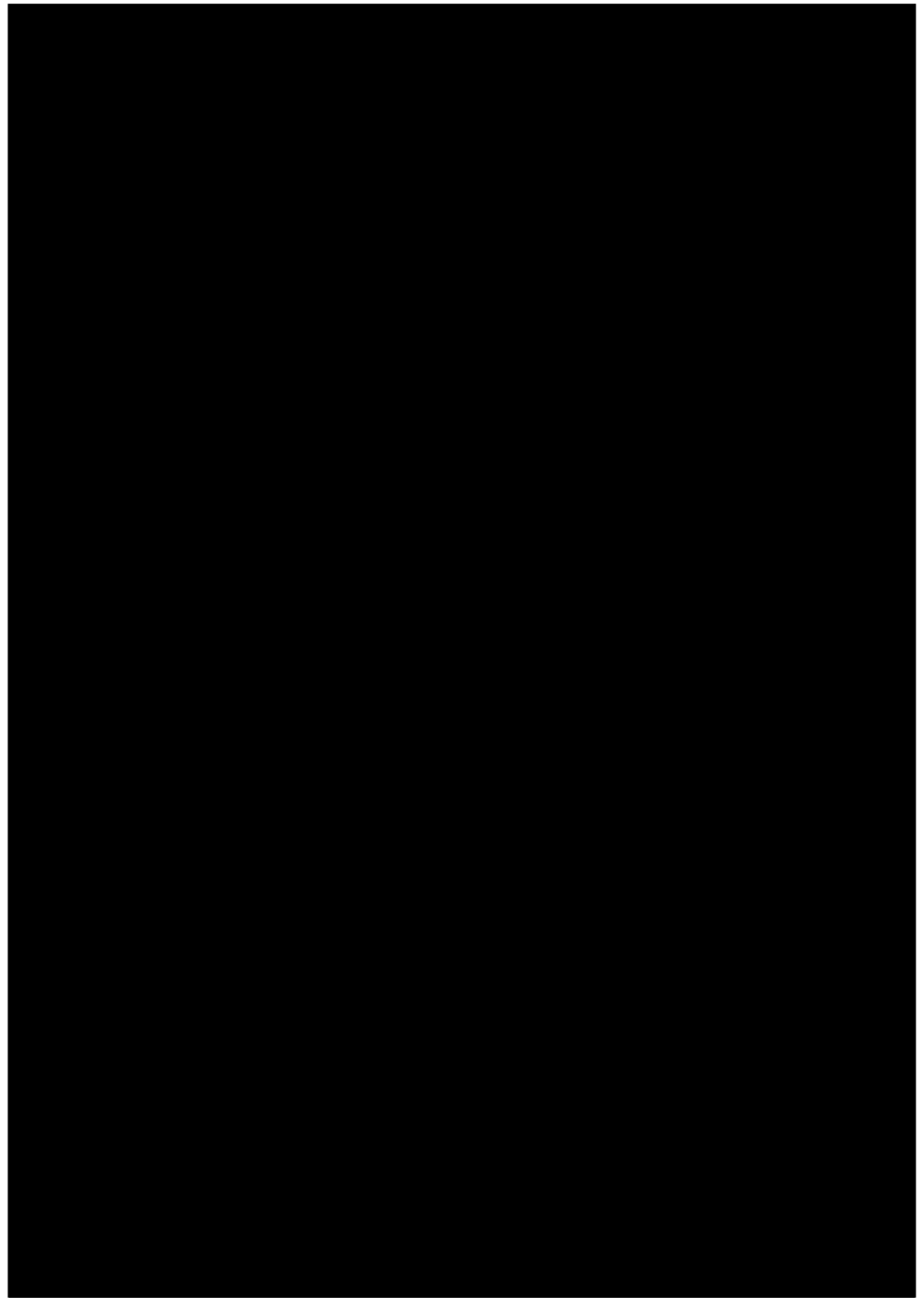
Revised 01/13/05



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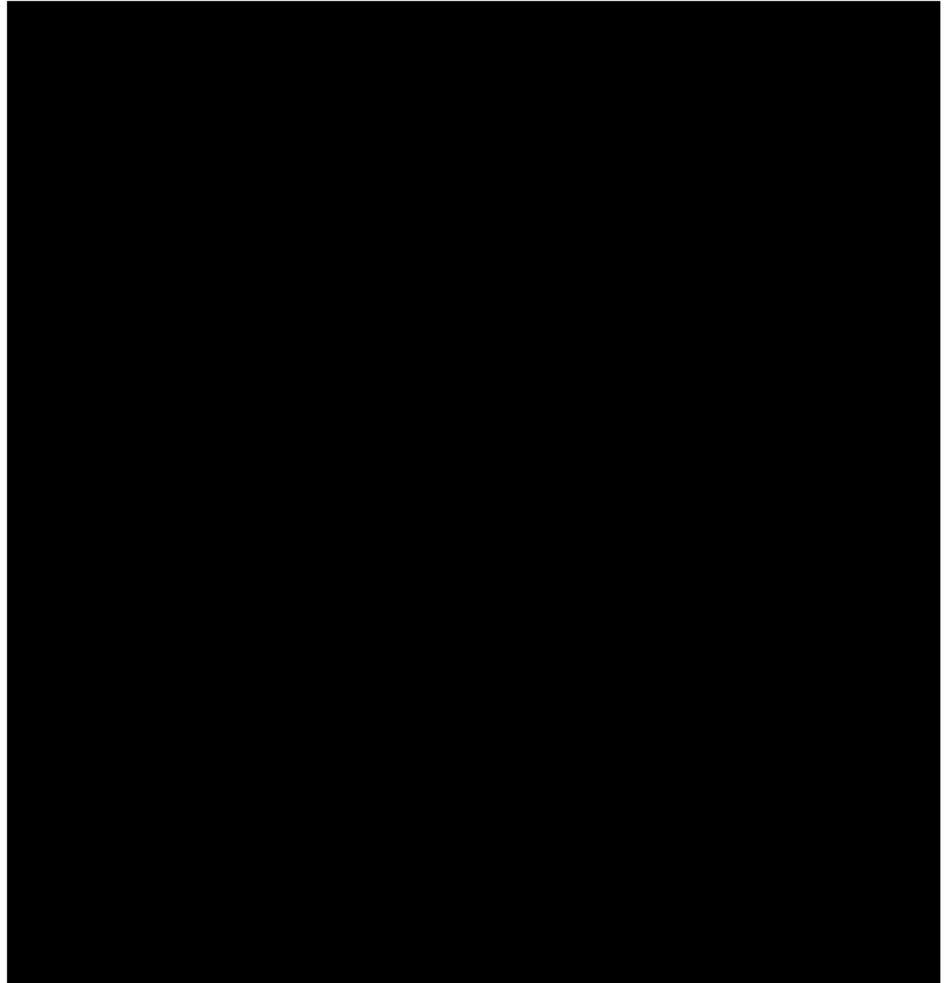


NOTES



NOTES

STAFF CONTACTS



**MINUTES  
BOARD OF DIRECTORS MEETING  
APRIL 7, 2004**

**PRESENT  
BOARD:**

**EXCUSED  
BOARD:**

**ABSENT  
BOARD:**

**PRESENT  
STAFF:**

**GUESTS:**

The meeting was called to order, with a quorum, at 4:00 p.m. Board Chair [REDACTED] chaired the meeting.

**I. ANNOUNCEMENTS**

[REDACTED] announced that registrations for the April 25 March for Women's Lives have come in at a strong pace. To date we have filled almost all of the 10 buses reserved, may need to get an 11<sup>th</sup> bus, and have not used any board-designated dollars in the process.

[REDACTED] reminded all Board members to turn in their 2004 pledge forms. She also asked Board members to notify resource development staff if a pledge is to be paid through a United Way contribution.

**II. CONSENT AGENDA**

[REDACTED] presented the consent agenda, which included approval of the February 11 minutes and the archival resolutions, and acceptance of [REDACTED] resignation. [REDACTED] then moved for its approval.

Upon motion duly made, seconded and unanimously approved, the following resolution was adopted:

**RESOLVED**, that the Board of Directors of Planned Parenthood of the Rochester/Syracuse Region, Inc. (the Corporation), approves the consent agenda, which includes approval of the February 11, 2004, minutes and the archival resolutions (attached as Appendix I), and acceptance of [REDACTED] resignation.

### III. AUDIT PRESENTATION

█ began by stating that the audit went smoothly, was completed on schedule, and was presented in draft form to the Financial Planning Committee on April 1. █ reported that the audit was clean with no material weaknesses noted. She also indicated that the report mailed to the Board is the final report, not a draft report as sent in past years.

**Financial Education** - █ then summarized the Board member's role in finance and gave an overview on reading and understanding agency financial statements. This included a description of the following financial statements: balance sheet, statement of activities, and cash flow statement. She also discussed key financial ratios and significant items of focus.

**Audit Presentation** - █ reviewed the financial highlights, which were a comparison of audit numbers from 1999-2003. It included the balance sheet, statement of activities, key ratios, summary of income (loss) from operating activities, and summary of fundraising activities. It also included pie chart comparisons of revenue/expense components as a percentage of total revenue/expense.

█ indicated that receivables continue to present a challenge for PPRSR but stated that management is aware of this challenge and is consistently taking steps to address it. FPBP was a significant factor in the 2003 receivables increase because of Monroe County's slow processing of applicants for this Medicaid program. On the positive side, the government is a reliable payer source (in contrast to private individuals). She noted that receivables are a particular challenge for PPRSR because it is a "high volume/low dollar" business. Therefore, none of the receivables is for a substantial dollar amount upon which staff can focus energy and attention with significant results. This, coupled with issues of confidentiality and patient demographics, makes the receivables situation complex.

█ closed her presentation by encouraging all Board members to review the financial statements and management letter at their convenience and to raise any questions they may have. Again, she stressed that the audit was clean with no material weaknesses noted. She indicated that such a smooth audit is a reflection of management's consistent efforts to improve the organization's financial and accounting systems.

**Executive Session** - With staff absent, the Board discussed the audit report with the auditors. █ then moved to accept the 2003 audit.

Upon motion duly made, seconded and unanimously approved, the following resolutions were adopted:

**RESOLVED**, that the Board of Directors of Planned Parenthood of the Rochester/Syracuse Region, Inc. (the Corporation), accepts in all respects the fiscal year 2003 audit as presented by Bonadio & Co.

**FURTHER RESOLVED**, that the officers of the Corporation are hereby authorized, empowered, and directed to take all such action on behalf of the Corporation as they deem necessary, appropriate, or advisable to carry out the intent and purposes of the foregoing Resolution.

### IV. EXECUTIVE SESSION

The Board remained in executive session to discuss █ performance evaluation.

### V. BOARD DEVELOPMENT REPORT

█ reported that, with █ resignation, there is a vacancy on the Board that should be filled with a candidate from the █ area. The Board Development Committee has identified a candidate who will be interviewed in the near future; █ and █ gave a brief summary of that candidate's background. However, █ encouraged Board members to contact █ or her if they have names of additional candidates. In order to fill the seat by the June meeting, the Committee is recommending election of the final candidate without a physical meeting, either by telephone or e-mail. The Board agreed with this recommendation.

## VI. FINANCIAL UPDATE

█ briefly reviewed the Statement of Revenues and Expenses as of February 29, 2004. As the statement indicates, the organization finished the month with a \$25,768 loss from operations. Given that a \$77,744 loss was budgeted, this was a \$51,976 favorable variance to budget. Clinic services showed a favorable variance of \$70,757. Grant revenue showed an unfavorable variance of \$32,033; this was related both to timing differences and to a reduction in our one-time Title X grant. Expenses were well controlled and showed an \$11,566 favorable variance. █ reminded the Board that the March financials will reflect a quarterly bad-debt adjustment.

We were out of our line of credit through February but went into it in early April, when our government grants dropped off and we began to pay back our advance. █ noted that in 2004 cash flow from our Title X grant will be different. In the past we received a large up-front amount that was then repaid toward the end of the grant year. This year, because of the grant extension we received, we are not getting an advance. Instead, we will be paid on a monthly basis, which will have an impact on cash flow.

█ reported that in March every hub and the call center exceeded goals by 10-29 percent, the first time this has happened in more than five years. As a result of these strong March numbers, every program exceeded goal for the first quarter by 4-8 percent. The █ center, which has struggled with staffing issues and which recently achieved full staffing, exceeded its first-quarter goals by 14.5 percent. █ asked for more detail on █ numbers. █ responded that █ is at capacity and that █ cannot meet the demand and needs to look at increasing capacity. In fact, staff has noticed that clients wanting pregnancy tests and █ are coming to █ and █ from as far away as the █ area. █ noted that, while this may be good for our financial situation, it may not be good from an overall population-service perspective.

## VII. GREECE SITE RELOCATION

█ briefly reviewed the Greece building proposal that was included in the Board mailing. He noted that, while staff had originally favored a lease arrangement, it was difficult to secure an acceptable arrangement. For example, one lessor presented a lease with a clause that would have prohibited our doing █ at that site. As a result of this difficulty, management decided that it would be more advantageous to purchase property for the new Greece center and is now asking the Board for authorization to mortgage up to \$425,000 to do so. █ reviewed the financial aspects of a purchase.

Questions and discussion followed. █ asked how management intends to handle maintenance. █ noted that we would contract maintenance out and that maintenance costs have been included in his financial estimate. █ noted that his estimate also includes closing costs, an engineer's inspection, an environmental study, etc. █ asked for more detail on projected growth in Greece numbers. Staff responded and noted that projections have been based on multi-year trends and also on the closing of the █ center. It is anticipated that a significant number of █ clients will now choose to use the Greece center.

█ then moved that management be given authorization to move forward within the parameters outlined.

Upon motion duly made, seconded and unanimously approved, the following resolutions were adopted:

**RESOLVED**, that the Board of Directors of Planned Parenthood of the Rochester/Syracuse Region, Inc. (the Corporation), authorizes management to mortgage up to \$425,000 to secure a building for a new Greece site.

**FURTHER RESOLVED**, that the officers of the Corporation are hereby authorized, empowered, and directed to take all such action on behalf of the Corporation as they deem necessary, appropriate, or advisable to carry out the intent and purposes of the foregoing Resolution.

**VIII. THINKING ABOUT PPRS'S FUTURE**

**Think Tank Update** - [REDACTED] introduced [REDACTED] who has a long history with Planned Parenthood and who is now a private consultant. She noted how fortunate PPRS is to have her guiding its strategic planning process. [REDACTED] in turn noted how happy she is to be involved in this important and creative effort. She then gave a brief overview of the purpose of the Think Tank, its work to date, and what it hopes to accomplish between now and the September 11 retreat. [REDACTED] added that [REDACTED] from [REDACTED] has been asked to join the Think Tank but has not yet decided whether to do so.

**Big Question Discussion** - Because of time limitations, the big question discussion was deferred.

Meeting adjourned: 6:20 p.m.  
Respectfully submitted: [REDACTED]  
Reviewed: [REDACTED]



CERTIFICATE NO. 2701216R

PFI NO. 0423

# State of New York Department of Health Office of Health Systems Management

EFFECTIVE DATE: 08/15/90

DIAGNOSTIC & TREATMENT CENTER

OPERATING CERTIFICATE

EXPIRATION DATE: \*\*NONE\*\*

PLANNED PARENTHOOD OF THE  
ROCHESTER/SYRACUSE REGION, INC.

OPERATOR: VOLUNTARY CORPORATION  
PLANNED PARENTHOOD OF THE  
ROCHESTER/SYRACUSE REGION, INC.

HAS BEEN GRANTED THIS OPERATING CERTIFICATE PURSUANT TO ARTICLE 28  
OF THE PUBLIC HEALTH LAW FOR THE SERVICE(S) SPECIFIED:

HEALTH EDUCATION  
VENEREAL DISEASE

CANCER DETECTION  
PART TIME CLINICS

FAMILY PLANNING  
PRENATAL

OTHER AUTHORIZED LOCATION(S) 4  
OF THE ROCHESTER/SYRACUSE REGION

PP OF ROCHESTER/SYRACUSE REGION

ROCHESTER/SYRACUSE REGION

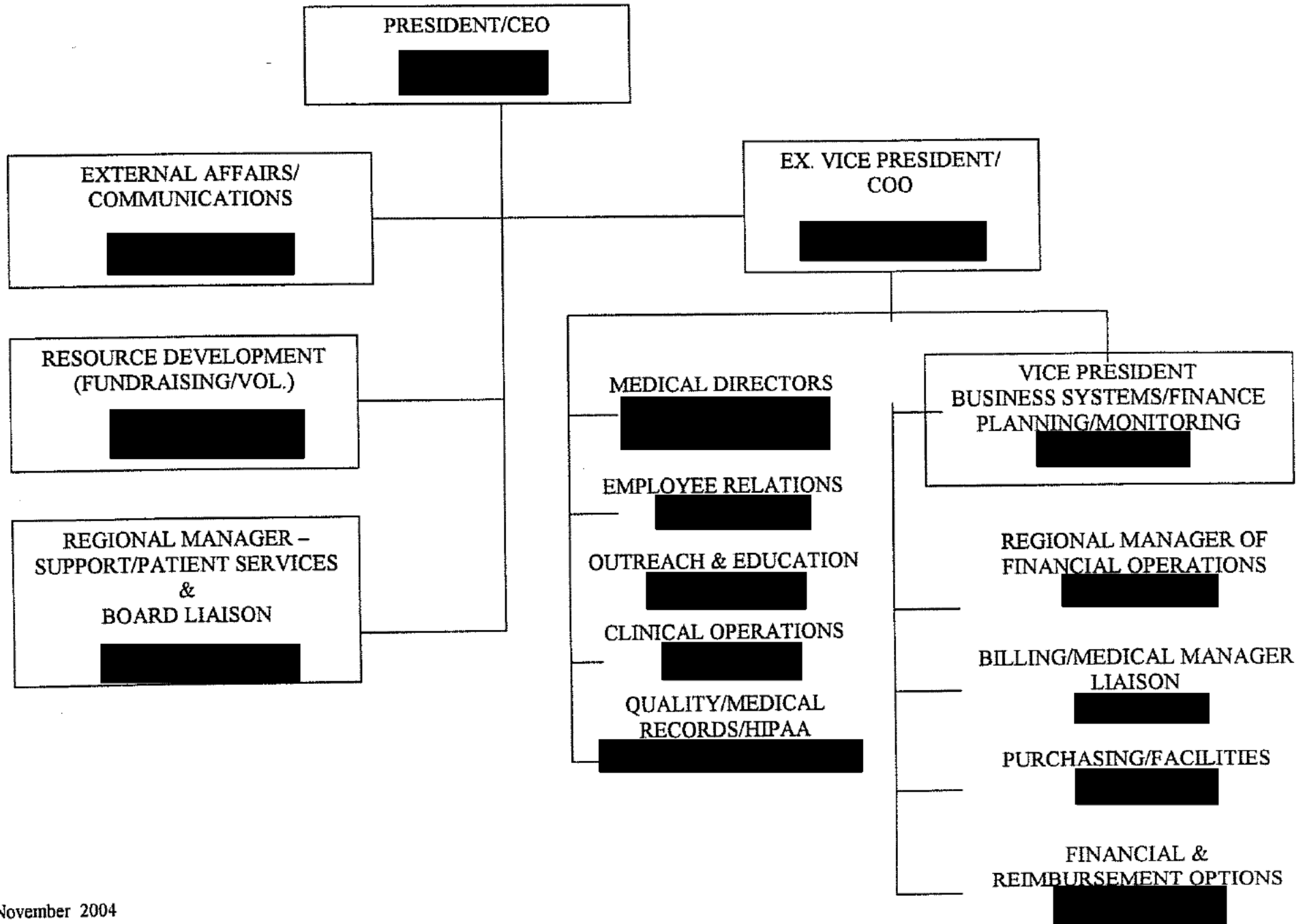
*[Signature]*  
DEPT. COMMISSIONER

*[Signature]*  
COMMISSIONER

DOH - 8021 (3/97)

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES.

# PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION ORGANIZATIONAL STRUCTURE



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JUN 04 2004  
MER

OF COUNSEL  
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ROBERT A. NAPIER  
JAMES A. NAPIER  
KAREN SMITH CALLANAN

June 4, 2004

**VIA MESSENGER**

Mary E. Ross, Esq.  
Harter, Secrest & Emery, LLP  
1600 Bausch & Lomb Place  
Rochester, New York 14604

**Re: Sale of 2824 W. Ridge Road by Raymond Nothnagle to Planned Parenthood of the Rochester/Syracuse Region, Inc.**

Dear Mary:

Enclosed please find a copy of the fully-executed Purchase and Sale Agreement in regard to the above-referenced matter.

We are in the process of redating the Abstract of Title and preparing the Survey, and will provide you with copies of the same as soon as we are in receipt thereof.

Naturally, should any questions arise with respect to the foregoing, please feel free to contact the undersigned directly.

Very truly yours,



WILLIAM S. LEVINSON

WSL/kbf

cc: Raymond A. Nothnagle (w/enc.)  
Roger Moore (w/enc.)

**PURCHASE AND SALE AGREEMENT  
(THE "AGREEMENT")**

This Agreement is made this 3<sup>RD</sup> day of JUNE, 2004, by and between **PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.**, with an address of [REDACTED] hereinafter called "Buyer") and **RAYMOND NOTHNAGLE**, with an address of [REDACTED] hereinafter called "Seller").

Seller agrees to sell and Buyer agrees to buy property located at 2824 West Ridge Road in the Town of Greece, County of Monroe and State of New York and being part of tax account number 74.13-1-68 (the "Property"), including the following:

A. The fee represented and outlined on the map attached hereto as Exhibit A, as more particularly described and shown upon completion of a certified instrument survey map showing acreage acceptable to Buyer (the "Survey"), which Survey will be furnished and paid for by Seller prior to the transfer of title (hereinafter the transfer of title to the Property to Buyer shall be referred to as the "Closing"). Said Survey is to be dated or redated subsequent hereto and is to be made by a land surveyor, duly licensed, and showing any improvements and other structures and easements affecting the Property.

B. With respect to the conveyance of the fee interest herein, such conveyance shall include all right, title and interest of Seller, if any, in and to:

1. Strips and gores of land adjoining or abutting said Property, if any;
2. Any land lying in the bed of any street, road, avenue or alley, opened or proposed, in front of, running through or adjoining said Property;
3. Any easement, privilege or right-of-way over, contiguous or adjoining said Property, and all the other easements, if any, inuring to the benefit of the Property or the fee owner thereof;
4. The appurtenances and hereditaments belonging or in any wise appertaining to said Property;
5. Any award made or to be made in lieu of any interest referred to in the above subdivisions "1", "2", "3" and "4", and any unpaid award for damage to the Property by reason of change of grade of any street, with the Seller agreeing to execute and deliver to Buyer on demand at Closing, or thereafter, all proper instruments for conveyance of such title and the assignment and collection of such award.

C. Any and all improvements or other structures located upon the Property.

Article 1  
CONSIDERATION FOR TRANSFER OF PROPERTY

1.1 Purchase Price. The purchase price for the Property shall be Three Hundred Thirty Thousand and No/100 Dollars (\$330,000.00) (the "Purchase Price").

1.2 Method of Payment.

(a) Upon the execution of this Agreement by both Buyer and Seller, Buyer shall deposit with Moore Corporate Real Estate, Inc. (the "Broker") the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Deposit") which shall be held in an escrow account. This Deposit shall be credited to the purchase price at Closing or returned to Buyer if this transfer does not close for any reason other than the Buyer's default.

(b) At Closing, Buyer shall pay in cash or by good certified check the Purchase Price less the Deposit.

1.3 Liabilities Not Assumed. Notwithstanding any other provision of this Agreement, and except for any obligation expressly assumed by Buyer pursuant to this Agreement, Buyer shall not assume, and Seller shall retain and be responsible for, any liability, obligation, duty, claim or contract of Seller, including but not limited to:

(a) Any income taxes or other taxes attributable to any periods ending on or before the Closing;

(b) Any obligation or liability of Seller arising out of (i) any litigation in existence as of the Closing, or (ii) litigation, claims, torts, disputes or suits arising out of, or relating to, any occurrence or event happening on or before the Closing; or

(c) Any obligation or liability of Seller based upon acts or omissions of Seller occurring prior to the Closing.

Article 2  
TERMS AND CONDITIONS OF SALE

2.1 Deed and Title Documents. Seller shall convey the Property by Warranty Deed with lien covenant in proper statutory form for recording and the Deed shall be duly executed and acknowledged. The Deed shall convey good and marketable title to Buyer except as provided in Section 2.2. Seller shall provide and shall be responsible for the expense of a redated abstract of title together with real property tax search, Uniform Commercial Code, and United States District Court searches (collectively, the "Abstract and Searches"). Seller shall provide Buyer with the Abstract and Searches not more than twenty (20) days after the date of this Agreement. The Seller shall be responsible for the cost of the Survey, prepared by a licensed surveyor and dated or redated after the date of this Agreement, together with any and all other costs associated with the transfer of title. Seller's attorney shall prepare all legal documents necessary to transfer title and shall forward them to Buyer's attorney for review within

ten (10) days of the Buyer's satisfaction or waiver of the contingencies set forth in Section 2.8 of this Agreement. Seller shall pay all New York Real Property Transfer Tax. Buyer shall pay all recording fees. Any title insurance policy required by Buyer shall be at Buyer's expense. The title policy, however, must insure that Buyer will be vested with good and marketable title subject only to those exceptions set forth in Section 2.2 and such other exceptions that Buyer specifically agrees to accept with coverage in the aggregate amount of not less than the Purchase Price.

2.2 Subject Clauses. The Property shall be sold subject to the following:

(a) *Zoning*. Zoning regulations and ordinances (and any variances therefrom) of the municipality in which the Property is located which are not violated by existing structures or their present uses.

(b) *Access Roads*. Curb cuts and access roads to and from abutting streets and other easements, driveways or rights of way in existence at the date hereof and acceptable to Buyer.

(c) *Covenants and Restrictions*. Covenants and restrictions of record provided same do not prevent the continued use and operation of the Property for purposes now being used and for Buyer's intended use and are acceptable to Buyer as hereinafter provided.

(d) *Real Property Charges*. Real property taxes, water charges and sewer rents which are not yet due and payable but subject to apportionment as hereinafter provided.

(e) *Utility Easements*. Recorded utility, water and sewer easements, if any, as existing on the date hereof, and provided that such easements do not interfere with the existing improvements.

2.3 Representations and Warranties of Seller. The Seller represents and warrants as follows:

(a) There is no litigation pending which involves or affects the Property or the operation thereof which is not covered by Seller's liability insurance carrier and no governmental authority has given notice of increased assessments on the Property.

(b) There are no condemnation or eminent domain proceedings of any kind pending against the Property, except for a potential taking of a portion of the Property adjacent to Ridge Road, which potential taking is depicted on Exhibit B attached hereto.

(c) Seller has not caused or permitted any activity to take place on, in, or under the Property which has generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced or processed any hazardous or toxic substances, except in compliance with all applicable federal, state and local laws, regulations, or ordinances, and Seller has not caused nor permitted and has no

knowledge of any release, storage, or disposal of any hazardous or toxic substances, on, in or under the Property.

(d) During the term of this Agreement, Seller will (i) not cause or permit any activity to take place on, in or under the Property which will generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any hazardous or toxic substances, except in compliance with all applicable federal, state and local laws, regulations or ordinances; (ii) in the event any hazardous or toxic substance is discovered on, in or under the Property, notify Buyer and Seller shall either terminate this Agreement or cause such substance to be removed from the Property in a timely manner in accordance with all governmental requirements, at the sole cost of Seller or Buyer may declare this Agreement terminated in which event there shall be no further liability of one party to the other; (iii) permit Buyer or Buyer's agent(s) to conduct any inspection or tests on, in or under the Property and the buildings thereon which Buyer may deem reasonably necessary or desirable, provided such tests do not unreasonably interfere with Seller's use of the Property; (iv) give Buyer prompt notice of any accident or occurrence known to Seller which results in the release of any hazardous or toxic substance on, in or under the Property, or of any action brought by or threatened by any governmental agency against Seller to enforce any law, regulation or ordinance relating to protection of health or the environment, or any litigation brought or threatened, or any settlements reached by or with any person(s) or group(s) alleging the presence, disposal, release or threatened release of any hazardous or toxic substance on or arising from any activity conducted on the Property, or of any discovery of PCBs, asbestos or underground tank(s) on, in or under the Property.

(e) There are no leases or tenancies covering or affecting the Property, other than between related parties and at Closing the Property shall be free of any leases or tenancies.

2.4 Eminent Domain. If prior to the Closing, all or any part of the Property is taken by eminent domain or purchased in lieu thereof and such taking materially adversely affects Buyer's ability to use the Property for its intended purposes (which adverse effects shall include, but shall not be limited to, requiring Buyer to obtain additional Governmental Approvals), Buyer may, by written notice to Seller, elect to terminate this Agreement prior to the Closing provided that such termination occurs within thirty (30) days after the taking and within thirty (30) days after Buyer receives actual notice thereof. In the event that Buyer shall so elect, both parties shall be relieved and released of and from any further liability hereunder. Unless Buyer terminates this Agreement, it shall remain in full force and effect, and Seller shall assign, transfer, and set over to Buyer all of Seller's right, title and interest in and to any awards or claims that may be made for such taking.

2.5 Apportionments. The following are to be apportioned as of the close of business on the day of the Closing:

(a) *Real Property Charges.* Current taxes, assessments and sewer rents, if any, shall be apportioned on the basis of the current tax year. Taxes payable during the current tax year shall be apportioned for the tax year.

(b) *Water Charges.* Water charges on the basis of the billing period shall be apportioned, or if there are water meters on the Property, then Seller shall furnish a final reading to the date of Closing and shall pay for the final bill.

(c) *Utility Charges.* Seller will request all utility companies to read any meters, if any, which are for services billed directly to Seller to and including the Closing and will be responsible therefor.

## 2.6 Marketability of Title.

(a) *Mortgages, Liens and Other Encumbrances.* The existence of mortgages, liens, or encumbrances other than those expressly set forth in this Agreement shall not be objections to title, provided that properly executed instruments, in recordable form, necessary to satisfy the same are delivered to Buyer at the Closing together with recording and/or filing fees, and Buyer may pay such mortgages, liens or encumbrances from the cash consideration to be paid to Seller hereunder.

(b) In the event that the Seller is unable to convey marketable title in accordance with the terms of this Agreement, the sole liability of the Seller will be to return any deposit, if any, made by Buyer hereunder, and upon such refund and payment being made this Agreement shall be considered cancelled. Notwithstanding the foregoing, Buyer may accept such title as Seller may be able to convey without reduction or abatement of the Purchase Price.

(c) If a search of the title discloses judgments, bankruptcies, or other returns against other persons with names the same or similar to that of Seller, Seller will, on request, deliver or cause to be delivered to Buyer, an affidavit or affidavits, showing that such judgments, bankruptcies, or other returns are not against Seller as the case may be or will pay or otherwise arrange to have them discharged of record.

(d) In the event that a search of the title to the Property discloses exceptions other than those set forth in subsections (a) and (c) hereof and Section 2.2 hereof that are unacceptable to the Buyer, Buyer may give Seller notice of such unacceptable exceptions, and Seller shall be required to eliminate or arrange for the elimination of such exceptions within thirty (30) days of receipt of the Buyer's notice. If Seller fails to so eliminate such unacceptable exceptions, Buyer shall have the right to terminate this Agreement and receive a refund of its Deposit.

2.7 Maintenance of Property. From and after the date of this Agreement to and including the Closing, Seller shall maintain the Property and all systems operating upon it, at its expense, in the same condition that exists as of the date of this Agreement and shall deliver the Property to Buyer at Closing in the same condition that exists as of the date of this Agreement, normal wear and tear, condemnation or other taking by



eminent domain or sale in lieu thereof, and damage or destruction caused by fire, windstorm, or other calamity beyond the control of Seller excepted.

## 2.8 Contingencies.

(a) *Buyer's Contingencies.* The obligations of Buyer hereunder to consummate the transactions contemplated hereby are subject to the satisfaction by Buyer, by a date which is not later than sixty (60) days (the "Due Diligence Period") from the date of this Agreement or such earlier date as may be specified herein, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the expiration of the Due Diligence Period):

(1) Environmental and Engineering Requirements. The obligations of Buyer hereunder are specifically made contingent upon satisfaction of the following conditions:

- (i) Buyer obtaining, in Buyer's sole discretion, from consultants of Buyer's choosing, a satisfactory Environmental Inspection and Audit Report (the "Environmental Report") and a satisfactory Engineering Report (the "Engineering Report" and together with the Environmental Report, the "Reports") for the Property. Buyer must order the Environmental Report within five (5) days of the date of this Agreement. Upon full execution of this Agreement, Seller shall provide Buyer with copies of any environmental report or engineering report that Seller may have for the Property, and Buyer shall have the right to update that report. Within two (2) business days of Buyer's receipt of the Reports, Buyer shall deliver full and complete copies of such Reports to the Seller.
- (ii) Seller agrees to permit Buyer to have access to the Property at any time and from time to time after the execution of this Agreement by both Buyer and Seller for the purpose of preparing the Reports. Buyer shall give notice to Seller as and when such access is required and Buyer agrees to indemnify and hold Seller harmless from and against any claims that may arise from the activities on the Property by Buyer, or its employees, agents and contractors. Buyer agrees to promptly repair or restore the Property if any damage occurs as a result of Buyer obtaining its Reports. The provisions of this subparagraph shall survive the Closing or termination of this Agreement.

Property. The same authorized representative of the Buyer who executes this Agreement on behalf of the Buyer shall execute such letter.

Article 3  
CLOSING DATE AND POSSESSION

3.1 Closing Date. The Closing shall take place at a time mutually agreed upon by the parties, but not later than twenty (20) days from the date Buyer removes all of the contingencies contained in Paragraph 2.8 hereof and in no event later than July 31, 2004, unless the Due Diligence Period has been extended to allow the Buyer to obtain its Governmental Approvals as provided in Section 2.8(a)(2) hereof.

3.2 Possession. Buyer shall be permitted to have possession of the Property as of the Closing and as set forth hereinabove for the purposes of Buyer obtaining its Reports.

Article 4  
OPTION TO PURCHASE

(a) Intentionally Deleted.

Article 5  
MISCELLANEOUS

5.1 Brokerage. Buyer and Seller agree that the Broker is the only broker who brought about this transaction and Seller agrees to be responsible for any and all brokerage commissions that may become due as a result of this transaction.

5.2 Survival of Representations and Warranties. Each of the parties hereto covenants and agrees that its representations and warranties contained in this Agreement and in any document delivered or to be delivered pursuant to this Agreement and in connection with the Closing hereunder shall survive the Closing, unless specifically stated otherwise herein. Notwithstanding the foregoing, the representations and warranties made by Seller with regard to the condition of the Property shall not survive the Closing.

5.3 Occurrence of Conditions Precedent. The parties hereto agree to use their best efforts to cause all conditions precedent to their obligations under this Agreement to be satisfied.

5.4 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or to such other address as any party shall have specified by notice in writing to the holder:

If to Seller:

- (iii) In the Event Buyer obtains a report that it deems unsatisfactory, Buyer shall give Seller prompt written notice of Buyer's termination of this Agreement together with a true and complete copy of the report. Buyer agrees to hold the existence and contents of the Reports confidential and agrees not to disclose any aspect of the Reports to third parties. The provisions of this subparagraph shall survive the Closing or termination of this Agreement.

(2) Governmental Approval. The obligations of Buyer hereunder shall be contingent upon the Buyer obtaining any and all final and nonappealable governmental approvals (including but not limited to zoning, land use approvals, and building permits) (the "Governmental Approvals") that may be required for Buyer's intended use of the Property, which use shall be as a Planned Parenthood clinic pursuant to Article 28 of the New York State Public Health Law. Provided that all other contingencies set forth in this Section 2.8 have been satisfied or waived, so long as Buyer is diligently pursuing the Government Approvals, the Due Diligence Period shall be extended until Buyer obtains such Governmental Approvals.

(3) Financing. The obligations of Buyer hereunder shall be contingent upon the Buyer obtaining financing from a lender to finance Buyer's purchase of the Property, which in all respects shall be acceptable to Buyer in Buyer's sole discretion, within thirty (30) days of the date of this Agreement.

(4) Board Approval. The obligations of the Buyer hereunder shall be subject to the approval of the Buyer's Board of Directors within twenty (20) days of the date of this Agreement.

(b) *Seller's Contingencies*. The obligations of Seller hereunder to consummate the transactions contemplated hereby are subject to the satisfaction by Seller, by dates which are not later than the dates hereinafter specified, each of the following conditions:

(1) Mortgage Release. The obligations of the Seller pursuant to this Agreement shall be contingent upon the Seller obtaining a commitment from the holder of any mortgage on the Property to provide a release of the Property at closing. Seller shall have thirty (30) days from the date of this Agreement to obtain such commitment, and if such commitment is not so obtained, either Seller or Buyer may terminate this Agreement by written notice as provided herein.

(2) Letter Agreement. The obligations of the Seller pursuant to this Agreement shall be contingent upon the Seller obtaining a letter from the Buyer in the form attached hereto as Exhibit C (the "Letter") on the date that this Agreement is executed by the Buyer, provided however that the Letter shall not constitute a continuing representation, warranty, commitment or obligation by the Buyer regarding its use of the Property, nor shall it constitute a restrictive covenant encumbering the

Raymond Nothnagle



With a Copy To:

Burton D. Tanenbaum, Esq.  
Culley, Marks, Tanenbaum & Pezzulo  
36 W. Main Street, Suite 500  
Rochester, New York 14614

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If to Buyer:

Planned Parenthood of the Rochester/Syracuse Region, Inc.



Attention:

With a Copy To:

Harter, Secrest & Emery LLP  
1600 Bausch & Lomb Place  
Rochester, New York 14604  
Attention: Mary Ross, Esq.

or to such other address as any party shall have specified by notice in writing to the other.

5.5 Public Announcements. The Seller represents and warrants that he will not issue any press release or otherwise make any public statements with respect to the transactions contemplated hereby.

5.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof.

5.7 Binding Effect; Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any other person other than the parties hereto, or their respective successors and assigns, any rights, remedies, obligations under or by reason of this Agreement.

5.8 Contract-Assignability. This Agreement and any rights pursuant hereto shall be fully assignable by Buyer without the need for written consent of the Seller, provided, however, that notwithstanding such assignment Buyer shall continue to be responsible for all of Buyer's obligations hereunder through the date of Closing.

5.9 Applicable Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

5.10 Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

5.11 Accounting Terms. Each accounting term not defined in this Agreement, and each accounting term partly defined in this Agreement to the extent not defined, shall have the meaning given to it under generally accepted accounting principles.

5.12 Attachments. All schedules mentioned in this Agreement shall be attached to this Agreement and shall form an integral part hereof.

5.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 Authority to Convey. By execution hereof, Buyer and Seller each represents to the other that it has the power and authority to perform its responsibilities set forth in this Agreement.

5.15 Risk of Loss. The risk of loss or damage to said premises by fire or other casualty, or a taking by eminent domain other than the taking described in Exhibit B attached hereto, until delivery of the deed as herein provided, shall be assumed by Seller to the limits of its insurance policies in force as of the date of this Agreement, and upon the happening of such event, Buyer shall have the election of terminating this agreement without further liability hereunder, in which event any deposit shall be returned, or of completing this purchase and receiving the insurance monies collectible for such loss or damage or the proceeds of such taking, less any reasonable legal fees and expenses incurred by Seller in connection with such loss or taking.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

**Buyer:**

**Planned Parenthood of the Rochester/  
Syracuse Region, Inc.**

By

Its:

JP-BUSINESS SYSTEMS/FINANCE

**Seller:**

*Raymond A. Nothnagle*  
Raymond Nothnagle

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_) ss:

On this <sup>7<sup>th</sup></sup> day of June, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared [REDACTED] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jeanne P. Derefinko  
Notary Public

**JEANNE P. DEREFINKO**  
Notary Public, State of New York  
No. 01DE6014180  
Qualified in Monroe County  
Commission Expires Oct. 5, 2006

STATE OF NEW YORK)  
COUNTY OF MONROE ) ss:

On this 3rd day of June, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared <sup>Ray m.w.</sup> Michael, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



\_\_\_\_\_  
Notary Public

WILLIAM S. LEVINSON  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires Sept. 21, 2007



**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT  
(THE "AMENDMENT")**

This Amendment is made this 8<sup>th</sup> day of September, 2004, by and between **PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.**, with an address of [REDACTED] hereinafter called "Buyer") and **RAYMOND NOTHNAGLE**, with an address of [REDACTED] hereinafter called "Seller").

**RECITALS:**

**WHEREAS**, Buyer and Seller entered into a Purchase and Sale Agreement dated June 3, 2004 (the "Purchase Agreement") for the purchase and sale of certain real property located at 2824 West Ridge Road in the Town of Greece, County of Monroe and State of New York and being part of tax account number 74.13-1-68, together with all improvements located thereupon (the "Property"); and

**WHEREAS**, Buyer and Seller now wish to amend the terms of the Purchase Agreement as hereinafter provided.

**NOW THEREFORE**, in consideration of the foregoing, Buyer and Seller agree to amend the Purchase Agreement as follows:

1. **Waiver of Contingencies.** Buyer agrees that all of its contingencies set forth in Section 2.8(a) of the Purchase Agreement are hereby satisfied and/or waived.
2. **Description of Property.** The description of "Property" in the Purchase Agreement shall be revised to mean the property shown on Exhibit A attached hereto, any appurtenances thereto and improvements located thereupon. Exhibit A reflects the anticipated taking (the "Taking") by the State of New York's Department of Transportation (the "DOT") of a portion of the existing property (the "Taking Area") for purposes of widening and improving West Ridge Road pursuant to Map 132, Parcel 167 prepared by DOT, a copy of which is attached hereto as Exhibit B (the "Taking Map").
3. **Purchase Price.** The Purchase Price for the Property shall be Three Hundred Thousand and No/100 Dollars (\$300,000.00). The Purchase Price (less the Deposit) shall be payable by Buyer to Seller at Closing by certified check or wire transfer.
4. **Taking.** Seller has entered into an Agreement of Adjustment (the "Taking Agreement") with the DOT whereby the DOT will effectuate the Taking and take title to the Taking Area in exchange for payment of the sum of \$21,000.00 to the Seller

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

**Buyer:**

**Planned Parenthood of the Rochester/  
Syracuse Region, Inc.**

By

Its:

  
\_\_\_\_\_  
President/CEO

**Seller:**

\_\_\_\_\_  
Raymond Nothnagle

(the "Taking Price"). Buyer and Seller hereby agree that the Taking Price shall be the sole property of the Seller, and in the event that the Taking Price is delivered to Buyer by DOT, Buyer shall promptly remit the Taking Price to the Seller.

Notwithstanding the foregoing, should the DOT elect to take a portion of the Property other than the Taking Area, Buyer shall have the sole right to pursue additional compensation from DOT, and Seller shall have no right to any such compensation received by Buyer.

5. **Closing.** Paragraph 3.1 of the Purchase Agreement shall be deleted in its entirety, and shall be replaced with the following text:

"The Closing shall take place between 2 and 5 pm on September 13, 2004 at the offices of Seller's attorney (Suite 500, Executive Office Building, 36 West Main Street, Rochester, New York), or if either party is not available at such time, on September 21, 2004 at a time mutually acceptable to the parties."

6. **All Other Terms Unchanged.** Except as provided herein, the terms of the Purchase Agreement shall remain unchanged, and shall continue in full force and effect.
7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

STATE OF NEW YORK)  
COUNTY OF Monroe ss:

On this 8<sup>th</sup> day of Sept., in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jeanne P. Derefinko  
Notary Public

JEANNE P. DEREFINKO  
Notary Public, State of New York  
No. 01DE6014190  
Qualified in Monroe County  
Commission Expires Oct. 5, 2006

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_) ss:

On this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

EXHIBIT A

Map of Property

To be attached by Seller upon completion of new survey.

fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

## ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

## ARTICLE 7 DISPUTE RESOLUTION

### § 7.1 MEDIATION

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in

**Planned Parenthood of the Rochester/Syracuse Region, Inc.  
New York State Department of Health  
Certificate of Need Application**

**Schedule 5**

**Sources of Working Capital Equity:** It is anticipated that the move to a new and larger facility will enable the Greece site to generate additional visits. The plan is that these additional visits will generate enough cash flow to cover the anticipated increase in interest and depreciation expenses over the existing rent expense. There will be no borrowed funds for working capital.

**Schedule 9**

**Sources of Cash:** The project will be paid using the following sources of cash:  
Bank Loan \$425,000 (amortized over 20 years at 6.64%)  
Private Grants \$117,500 (for capital improvements and equipment)

**Schedule 13C**

**Depreciation Basis:** We are estimating that the final cost of the building and the associated capital improvements will be approximately \$425,000. Our policy is to depreciate buildings over a 30 year life. Therefore, our depreciation calculation is estimated to be \$14,167 per year.

**Interest Cost:** The interest cost is based on an amortization of a \$425,000 loan at a fixed rate of 6.64% interest over a 20 year time frame (there is a balloon payment due in 10 years at which time we will refinance the loan).



**PLANNED PARENTHOOD OF THE  
ROCHESTER/SYRACUSE REGION, INC.**

**Financial Statements  
as of December 31, 2003  
Together with  
Independent Auditors' Report**

**Bonadio & Co., LLP**  
Certified Public Accountants

PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.

BALANCE SHEET  
DECEMBER 31, 2003  
(With Comparative Totals for 2002)

	Unrestricted			Temporarily Restricted	Permanently Restricted	Total	
	Operating	Board Designated	Total			2003	2002
<b>ASSETS</b>							
<b>CURRENT ASSETS:</b>							
Cash and equivalents	\$ 367,811	\$ -	\$ 367,811	\$ -	\$ -	\$ 367,811	\$ 912,724
Program service fees receivable, net of allowance for doubtful accounts of approximately \$290,000 in 2003 and \$648,000 in 2002	921,602	-	921,602	-	-	921,602	504,148
Grants receivable	282,743	-	282,743	-	-	282,743	368,479
Current portion of Keeping the Promise campaign contributions receivable, net	-	-	-	173,487	70,100	243,587	117,328
United Way receivable	-	-	-	116,452	-	116,452	150,886
Inventory	100,865	-	100,865	-	-	100,865	94,365
Prepaid expenses and other current assets	18,121	-	18,121	-	-	18,121	17,039
Due (to) from other funds	(936,644)	690,702	(245,942)	132,010	113,932	-	-
Total current assets	754,498	690,702	1,445,200	421,949	184,032	2,051,181	2,164,969
INVESTMENTS	-	1,055,081	1,055,081	470,956	1,001,438	2,527,475	1,894,329
PROPERTY AND EQUIPMENT, net	2,480,462	-	2,480,462	-	-	2,480,462	2,619,007
KEEPING THE PROMISE CAMPAIGN CONTRIBUTIONS RECEIVABLE, net	-	-	-	77,527	58,621	136,148	67,272
POOLED INCOME FUND INTEREST	-	-	-	169,188	-	169,188	142,411
	<u>\$ 3,234,960</u>	<u>\$ 1,745,783</u>	<u>\$ 4,980,743</u>	<u>\$ 1,139,620</u>	<u>\$ 1,244,091</u>	<u>\$ 7,364,454</u>	<u>\$ 6,887,988</u>
<b>LIABILITIES AND NET ASSETS</b>							
<b>CURRENT LIABILITIES:</b>							
Current portion of mortgage payable	\$ 14,800	\$ -	\$ 14,800	\$ -	\$ -	\$ 14,800	\$ 13,740
Accounts payable and accrued expenses	820,705	-	820,705	-	-	820,705	850,911
Advances	382,661	-	382,661	-	-	382,661	370,391
Total current liabilities	1,218,166	-	1,218,166	-	-	1,218,166	1,235,042
MORTGAGE PAYABLE, net of current portion	316,435	-	316,435	-	-	316,435	331,235
Total liabilities	1,534,601	-	1,534,601	-	-	1,534,601	1,566,277
<b>NET ASSETS:</b>							
Unrestricted -							
Operating	1,700,359	-	1,700,359	-	-	1,700,359	1,824,770
Board designated	-	1,745,783	1,745,783	-	-	1,745,783	1,586,251
Temporarily restricted	-	-	-	1,139,620	-	1,139,620	877,746
Permanently restricted	-	-	-	-	1,244,091	1,244,091	1,032,944
Total net assets	1,700,359	1,745,783	3,446,142	1,139,620	1,244,091	5,829,853	5,321,711
	<u>\$ 3,234,960</u>	<u>\$ 1,745,783</u>	<u>\$ 4,980,743</u>	<u>\$ 1,139,620</u>	<u>\$ 1,244,091</u>	<u>\$ 7,364,454</u>	<u>\$ 6,887,988</u>

The accompanying notes are an integral part of these statements.

# PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.

## STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2003 (With Comparative Totals for 2002)

	Program Services	Management and General	Fundraising	Total	
				2003	2002
Salaries	\$ 3,390,820	\$ 629,254	\$ 214,834	\$ 4,234,908	\$ 3,914,146
Payroll taxes and employee benefits	630,913	119,125	40,082	790,120	728,190
Professional and contract services	395,297	134,008	114,246	643,551	715,020
Building occupancy	608,354	9,781	2,414	620,549	602,728
Medical supplies	400,866	-	-	400,866	276,806
Medical fees and expenses	323,326	-	-	323,326	309,022
Depreciation and amortization	294,085	7,104	7,992	309,181	305,744
Provision for bad debts	305,904	-	-	305,904	362,534
Advertising and printing	183,771	34,665	54,296	272,732	230,073
Supplies	116,830	48,755	32,005	197,590	146,190
Dues	172,607	5,788	5,348	183,743	181,083
Travel and meetings	99,226	29,459	37,933	166,618	157,954
Professional liability insurance	78,545	-	-	78,545	87,694
Interest	17,310	13,624	1,509	32,443	42,573
Minor equipment	13,689	11,174	-	24,863	16,329
Other	13,815	28,450	2,860	45,125	66,475
Total expenses before management and general allocation	7,045,358	1,071,187	513,519	8,630,064	8,142,561
Management and general allocation	998,415	(1,071,187)	72,772	-	-
Total expenses	\$ 8,043,773	\$ -	\$ 586,291	\$ 8,630,064	\$ 8,142,561

The accompanying notes are an integral part of these statements.

# PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC.

## NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2003

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### 1. THE ORGANIZATION

Planned Parenthood of the Rochester/Syracuse Region, Inc. (Planned Parenthood) is a New York not-for-profit corporation whose purpose is to establish, maintain and operate treatment and diagnostic centers in Rochester, Syracuse and the surrounding areas. These centers primarily provide medical services in the form of medically approved birth control, reproductive and other sexuality-related information, advice and treatment. Planned Parenthood also provides all persons medical services, counseling and information relating to control of conception and to reproductive and other sexuality-related concerns including, but not limited to, sexual assault, information for childless couples and promoting research in the field of human reproduction. Planned Parenthood's activities are funded through government grants, contributions and program fees received from clients and third-party payers.

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Basis of Accounting -

Planned Parenthood's financial statements have been prepared in conformity with accounting principles generally accepted in the United States.

#### Financial Reporting -

Planned Parenthood reports its activities and related net assets using the following net asset categories:

- Unrestricted -

Unrestricted net assets include resources which are available for the support of Planned Parenthood's operating activities. In addition, they include Planned Parenthood's net investment in property and equipment and other resources designated by the Board of Directors for specific purposes. Restricted contributions for which the restrictions are met within the same year as the contribution is received are recorded as unrestricted revenue.

- Temporarily Restricted -

Temporarily restricted net assets include resources that have been donated to Planned Parenthood subject to restrictions as defined by the donor. At December 31, 2003, these assets are restricted for the following purposes:

Keeping the Promise campaign goals	\$	825,888
Time restriction - pooled income fund interest		169,188
Family planning		116,452
Rape crisis services		<u>28,092</u>
	\$	<u>1,139,620</u>

### 3. CONCENTRATIONS

Program Service Fees Receivable and Client Service Fee Revenue -

The distribution of program service fees receivable by payer class is as follows at December 31:

	<u>2003</u>	<u>2002</u>
Self-pay	31%	47%
Medicaid	47%	27%
Commercial insurance and other third-party payers	<u>22%</u>	<u>26%</u>
	<u>100%</u>	<u>100%</u>

The distribution of revenue by payer class is as follows for the years ended December 31:

	<u>2003</u>	<u>2002</u>
Self-pay	21%	45%
Medicaid	59%	32%
Commercial insurance and other third-party payers	<u>20%</u>	<u>23%</u>
	<u>100%</u>	<u>100%</u>

Grant Revenue -

Approximately 27% and 29% of Planned Parenthood's total public support and revenue was provided by one grant in 2003 and 2002.

### 4. INVESTMENTS

Investments consisted of the following at December 31:

	<u>2003</u>		<u>2002</u>	
Cash and equivalents	\$ 579,658	23%	\$ 71,635	4%
Equity securities	994,695	39%	866,896	46%
Equity mutual funds	534,911	21%	503,654	26%
U.S. government obligations	<u>418,211</u>	<u>17%</u>	<u>452,144</u>	<u>24%</u>
	<u>\$ 2,527,475</u>	<u>100%</u>	<u>\$ 1,894,329</u>	<u>100%</u>

Net gain (loss) on investments consisted of the following at December 31:

	<u>2003</u>	<u>2002</u>
Realized losses, net	\$ (47,143)	\$ (250,335)
Unrealized appreciation (depreciation), net	361,707	(99,512)
Investment management expenses	<u>(22,695)</u>	<u>(36,590)</u>
	<u>\$ 291,869</u>	<u>\$ (386,437)</u>

7. **GRANTS**

Grant revenue consisted of the following for the years ended December 31:

	<u>2003</u>	<u>2002</u>
Grants from New York State for family planning services (including Title X)	\$ 2,720,453	\$ 2,582,619
Grants from New York State for adolescent family planning services	461,904	386,787
Grants from New York State to support rape crisis service programs	304,095	267,277
Grants from the Monroe County Department of Social Services for rape crisis services	-	29,638
Other	<u>59,121</u>	<u>44,631</u>
	<u>\$ 3,545,573</u>	<u>\$ 3,310,952</u>

8. **INTEREST IN POOLED INCOME FUND**

Planned Parenthood has been named as a beneficiary of contributions to a pooled income fund held by Planned Parenthood Federation of America. This interest has been recorded at the estimated net present value based on an estimated date of receipt. At December 31, 2003 and 2002, the net present value of the interest is \$169,188 and \$142,411, respectively.

9. **FINANCING ARRANGEMENTS**

Mortgage payable consisted of the following at December 31:

	<u>2003</u>	<u>2002</u>
Mortgage payable in monthly installments of \$3,248, including interest at 7.45%, through June 2017.	\$ 331,235	\$ 344,975
Less: Current portion	<u>(14,800)</u>	<u>(13,740)</u>
	<u>\$ 316,435</u>	<u>\$ 331,235</u>

## 11. COMMITMENTS AND CONTINGENCIES (Continued)

### PPFA Affiliation Fee -

Planned Parenthood is an affiliate of PPFA. In accordance with its affiliation agreement, Planned Parenthood is required to pay quarterly assessments to PPFA. These assessments are calculated using a formula based on Planned Parenthood's operating expenses.

The expense recognized under the terms of this agreement was approximately \$85,000 and \$86,000 in 2003 and 2002, respectively.

### Family Planning Advocates of New York State, Inc. -

Planned Parenthood is also a member of Family Planning Advocates of New York State, Inc. (FPA). Dues paid to FPA in 2003 and 2002 were approximately \$91,000 and \$95,000, respectively.

### Third-Party Payers -

Third-party payers, especially governmental funders, have substantially increased their scrutiny of payments made to their designated service providers. Specific areas for review by governmental payers and their investigative personnel include appropriate billing practices, reimbursement maximization strategies, technical regulation compliance, etc. The stated purpose of these reviews is to recover reimbursements which the payers believe may have been inappropriate.

Planned Parenthood has reviewed its internal records and policies with respect to such matters. However, due to the nature of these matters, it is not possible to estimate the ultimate liability, if any, which it may incur for such matters.

## 12. PROFESSIONAL LIABILITY INSURANCE

Planned Parenthood is insured against professional liability claims under a group occurrence-type policy in connection with its affiliation with PPFA. The policy provides Planned Parenthood with \$3,000,000 coverage for each claim, not to exceed \$15,000,000 in annual aggregate coverage, with a limit of \$15,000,000 annual aggregate coverage for all PPFA affiliates.

**PLANNED PARENTHOOD OF THE ROCHESTER/SYRACUSE REGION, INC**  
**YTD STATEMENT OF REVENUES AND EXPENSES**

As Of November 30, 2004

Operating  
Greece

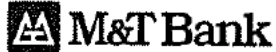
	November 2004 YTD	November 2004 YTD Budget	Favorable (Unfavorable)
<b>Revenues</b>			
Private Support	-	-	-
Clinic Services	483,058.34	480,172.00	2,886.34
Government Grants	9,798.25	-	9,798.25
Board Release	-	-	-
Other Revenue	-	-	-
<b>Total Revenues</b>	<u>\$ 492,856.59</u>	<u>\$ 480,172.00</u>	<u>\$ 12,684.59</u>
<b>Expenses</b>			
Salaries & Benefits	241,047.33	330,696.00	89,648.67
Contract Services	17,505.58	32,187.00	14,681.42
Supplies	62,993.63	73,233.00	10,239.37
Occupancy	39,176.31	62,203.00	23,026.69
Travel & Meetings	3,014.50	1,938.00	(1,076.50)
Dues & Membership	10,694.90	11,737.00	1,042.10
Minor Equipment	309.00	690.00	381.00
Interest	4,777.45	-	(4,777.45)
Depreciation	6,893.97	4,400.00	(2,493.97)
Professional Liability Insurance	4,922.91	11,979.00	7,056.09
Bad Debt expense	5,250.02	14,970.00	9,719.98
Other	33,073.19	1,100.00	(31,973.19)
Capital Campaign Expenses/Other	-	-	-
<b>Total Expenses</b>	<u>\$ 429,658.79</u>	<u>\$ 545,133.00</u>	<u>\$ 115,474.21</u>
<b>Gain(loss) from Operations</b>	<u>\$ 63,197.80</u>	<u>\$ (64,961.00)</u>	<u>\$ 128,158.80</u>
Pragmatrix/Campbell			
Capital Campaign Expenses/Other	-	-	-
Investments, (net of Board Release)	-	-	-
Temporarily Restricted (RCS)	-	-	-
Bequests/Endowment/Cap Camp	-	-	-
<b>Change in Net Assets</b>	<u>\$ 63,197.80</u>	<u>\$ (64,961.00)</u>	<u>\$ 128,158.80</u>



**Planned Parenthood of the Rochester/Syracuse Region, Inc.  
 Sub-Total Agency Rev & Exp vs Budget  
 November 2004  
 Operating  
 Family Planning  
 Greece**

Period to date				Description	Year to date				Annual Budget
Actual	Budget	Variance	Percentage		Actual	Budget	Variance	Percentage	
0.00	0.00	0.00		Sub-Total - Annual/Special Events	0.00	0.00	0.00	0.00	
0.00	0.00	0.00		Sub-Total - Capital Campaign	0.00	0.00	0.00	0.00	
0.00	0.00	0.00		Sub-Total - United Way Support	0.00	0.00	0.00	0.00	
4,823.00	12,152.00	(7,329.00)	-60.31%	Visit Fees Self Pay	82,344.00	140,861.00	(78,617.00)	-55.77%	164,328.00
2,231.00	3,511.00	(1,280.00)	-36.46%	Test Fees Self Pay	22,287.00	40,729.00	(18,442.00)	-45.28%	44,581.00
0.00	(17.00)	17.00	-100.00%	Patient Refunds	(554.00)	(199.00)	(355.00)	178.39%	(218.00)
0.00	3.00	(3.00)	-100.00%	FP Counseling Self Pay	0.00	33.00	(33.00)	-100.00%	38.00
(2,695.33)	(7,714.00)	5,018.67	-65.06%	Self Pay Adjustments	(44,482.34)	(80,485.00)	44,992.66	-50.28%	(97,971.00)
4,358.67	7,035.00	(3,576.33)		Sub-Total - Client Service Fee	39,584.66	92,039.00	(52,454.34)		100,766.00
744.00	1,001.00	(257.00)	-25.67%	Labs HMO Comm.	9,624.00	11,811.00	(1,887.00)	-17.11%	12,712.00
14.00	(3.00)	17.00	-566.87%	Labs Medicare	83.00	(40.00)	123.00	-307.50%	(44.00)
0,965.00	9,503.00	462.00	4.86%	Visit Fees Private Insurance	96,008.00	110,233.00	(14,225.00)	-12.90%	120,686.00
328.00	(63.00)	392.00	-622.22%	Visit Fees Medicare	853.00	(736.00)	1,689.00	-229.48%	(806.00)
(3,263.71)	(2,660.00)	(603.71)	22.70%	Insurance Adjustments	(34,036.12)	(30,856.00)	(3,180.12)	10.31%	(33,782.00)
7,788.28	7,778.00	10.29		Sub-Total - 3rd Party Reimbursement	72,631.68	80,212.00	(7,580.32)		98,768.00
4,561.00	8,822.00	(4,261.00)	-48.30%	Visit Fees Medicaid	55,656.00	102,341.00	(46,685.00)	-45.71%	112,046.00
4,315.65	85.00	4,230.65	4977.24%	HIV Medicaid	44,729.19	983.00	43,746.19	4450.27%	1,076.00
0.00	3.00	(3.00)	-100.00%	FP Counseling Medicaid	50.00	33.00	17.00	51.52%	38.00
1,737.20	0.00	1,737.20		DDH FP Extension Program HIV	1,737.20	0.00	1,737.20		0.00
351.71	315.00	36.71	11.85%	DDH FP Extension Program	2,642.14	3,653.00	(1,010.86)	-27.67%	3,999.00
23,582.33	1,102.00	22,480.33	2039.98%	FPBP	156,481.80	12,786.00	146,695.80	1147.32%	13,999.00
(13,960.37)	3,275.00	(17,235.37)	-526.27%	Medicaid/Care Adjustments	(39,079.68)	37,982.00	(77,071.68)	-202.66%	41,585.00
20,587.52	13,602.00	6,985.52		Sub-Total - Medicaid Revenue	225,116.74	157,788.00	67,328.74		172,751.00
0.00	0.00	0.00		DDH Ultrasound Greece	10,000.00	0.00	10,000.00		0.00
0.00	0.00	0.00		Grant Revenue	152.00	0.00	152.00		0.00
(56.00)	0.00	(56.00)		Grant Adjustments	(108.75)	0.00	(108.75)		0.00
0.00	0.00	0.00		Other Grant Revenue	76.00	0.00	76.00		0.00
0.00	0.00	0.00		Other Grant Adjustments	(321.00)	0.00	(321.00)		0.00
(56.00)	0.00	(56.00)		Sub-Total - Public Support	9,798.25	0.00	9,798.25		0.00
0.00	0.00	0.00		Sub-Total - Investments	0.00	0.00	0.00		0.00
3,089.00	12,924.00	(9,835.00)	-78.10%	Clinic Supplies Pills	49,487.00	149,923.00	(100,436.00)	-67.01%	164,140.00
414.00	637.00	(223.00)	-35.01%	Pharmacy Supplies Self Pay	4,680.00	7,391.00	(2,711.00)	-36.68%	8,092.00
200.00	1,007.00	(807.00)	-80.14%	Clinic Supplies Depo	6,850.00	11,678.00	(5,828.00)	-49.91%	12,785.00
5,707.00	7,139.00	(1,432.00)	-20.06%	Pills Medicaid	87,880.00	82,813.00	(5,067.00)	-6.12%	90,668.00
0.00	(10.00)	10.00	-100.00%	Depo Medicare	100.00	(121.00)	221.00	-182.64%	(133.00)
0.00	0.00	0.00		Pills Medicare	174.00	0.00	174.00		0.00
474.00	74.00	400.00	540.54%	Pills HMO Comm.	2,207.00	855.00	1,352.00	158.13%	938.00
62.00	112.00	(50.00)	-44.64%	Pharmacy HMO Comm.	913.00	1,297.00	(384.00)	-29.61%	1,420.00
1,250.00	1,303.00	(53.00)	-4.07%	Depo HMO Comm.	16,350.00	15,114.00	1,236.00	8.16%	16,547.00
400.00	877.00	(477.00)	-54.38%	Depo Medicaid	5,800.00	10,174.00	(4,374.00)	-42.01%	11,139.00
0.00	(2.00)	2.00	-100.00%	Pharmacy Medicare	26.00	(26.00)	52.00	-189.66%	(32.00)
21.00	181.00	(160.00)	-88.40%	Pharmacy Medicaid	640.00	2,099.00	(1,459.00)	-59.95%	2,298.00
3,728.00	1,210.00	2,518.00	208.10%	Pharmacy Contract	23,057.00	7,260.00	15,797.00	217.59%	8,580.00
(4,632.89)	(12,786.00)	7,853.11	-62.20%	Contraception Adjustments	(49,621.84)	(148,321.00)	88,699.16	-66.54%	(162,388.00)
10,612.11	12,666.00	(2,153.89)		Sub-Total - Contraceptive Sales	127,622.06	140,133.00	(12,510.94)		154,052.00
1,591.00	0.00	1,591.00		Misc. Revenue	18,103.00	0.00	18,103.00		0.00
1,591.00	0.00	1,591.00		Sub-Total - Misc. Revenue	18,103.00	0.00	18,103.00		0.00
<b>44,781.59</b>	<b>41,981.00</b>	<b>2,800.59</b>	<b>8.67%</b>	<b>Total Revenue</b>	<b>492,856.58</b>	<b>480,172.00</b>	<b>12,684.58</b>	<b>2.64%</b>	<b>526,335.00</b>
25,870.18	25,510.00	(351.18)	-1.38%	Professional Salaries	200,116.15	275,811.00	75,694.85	27.44%	302,480.00
4,858.71	5,078.00	219.29	4.32%	Fringe Related Salary Expense	40,931.18	54,885.00	13,953.82	25.42%	60,194.00
4,858.71	5,078.00	219.29		Sub-Total - Benefits	40,931.18	54,885.00	13,953.82		60,194.00
0.00	55.00	55.00	100.00%	Temporary Help	315.56	605.00	289.44	47.84%	660.00
0.00	570.00	570.00	100.00%	Contract Physician's Fees	0.00	6,270.00	6,270.00	100.00%	6,840.00
967.00	875.00	(92.00)	-10.51%	Pap Test Fees	6,587.82	9,625.00	3,037.08	31.55%	10,500.00
1,171.01	1,043.00	(128.01)	-12.27%	Other Lab/Medical Fees	7,786.10	11,473.00	3,686.90	32.14%	12,518.00
333.75	259.00	(74.75)	-28.86%	Other Contract Services	2,105.45	3,224.00	1,118.55	34.69%	3,608.00
56.95	90.00	33.05	36.72%	Data Communication Fees	710.55	890.00	179.45	28.23%	1,080.00
2,526.71	2,837.00	308.29		Sub-Total - Contract Services	17,190.02	31,582.00	14,391.98		34,544.00
116.80	122.00	5.20	4.26%	Pregnancy Test Supplies	1,193.70	1,342.00	148.30	11.05%	1,464.00
575.44	2,684.00	2,108.56	78.56%	Contraceptive Supplies Pills	15,312.51	28,460.00	13,147.49	46.20%	31,144.00
731.03	492.00	(239.03)	-48.56%	Other Lab/Medical Supplies	5,490.44	5,136.00	(354.44)	-6.90%	5,628.00

0.27	332.00	325.73	98.11%	Pharmacy Supplies	1,727.11	3,601.00	1,873.89	52.04%	3,933.00
1,328.75	1,880.00	353.25	21.03%	Contraceptive Supplies Depo	7,377.87	17,040.00	9,862.13	56.70%	18,720.00
0.00	55.00	55.00	100.00%	Contraceptive Supplies Cndrms	194.33	605.00	410.87	67.88%	660.00
1,056.00	0.00	(1,056.00)		Contraceptive Supplies Patch	9,285.60	0.00	(9,285.60)		0.00
0.00	0.00	0.00		Program Supplies	58.06	341.00	282.94	82.97%	363.00
101.98	289.00	187.02	64.71%	Office Supplies	1,130.21	3,179.00	2,048.79	64.45%	3,468.00
0.00	206.00	206.00	100.00%	Postage Regular	195.10	2,029.00	1,833.90	90.38%	2,235.00
645.32	773.00	127.68	16.52%	Advertising	15,638.73	8,503.00	(7,136.73)	-83.93%	9,278.00
0.00	0.00	0.00		Printing	46.00	390.00	344.00	88.21%	520.00
433.30	237.00	(196.30)	-82.83%	Telephone Advertising	5,342.97	2,607.00	(2,735.97)	-104.95%	2,844.00
4,992.89	6,870.00	1,877.11		Sub-Total - Supplies/Printing	62,993.63	73,233.00	10,239.37		80,255.00
1,758.12	3,909.00	2,150.88	55.02%	Office Rent	19,339.32	38,819.00	19,279.68	49.92%	42,528.00
61.22	35.00	(26.22)	-74.91%	Bldg & Equipment Insurance	665.67	365.00	(280.67)	-72.90%	420.00
560.10	215.00	(345.10)	-160.56%	Utilities	2,266.32	2,365.00	98.68	4.17%	2,580.00
(0.38)	366.00	366.38	100.10%	Telephone	(1,475.87)	4,158.00	5,833.87	135.49%	4,554.00
513.00	1,017.00	504.00	49.56%	Main/Janitorial Contracts	5,237.00	11,187.00	5,950.00	53.19%	12,264.00
44.60	0.00	(44.60)		Security Monitoring	390.42	420.00	29.58	7.04%	560.00
37.25	100.00	82.75	62.75%	Bldg/Gmds Maintenance Supply	898.55	1,100.00	201.45	18.31%	1,200.00
203.37	229.00	25.63	11.10%	Equipment Rental	2,312.16	2,519.00	206.84	6.21%	2,748.00
313.56	30.00	(283.56)	-945.20%	Equipment Repair & Maintenance	3,563.19	1,460.00	(2,113.19)	-145.74%	1,480.00
0.00	0.00	0.00		Property Taxes	5,979.55	0.00	(5,979.55)		0.00
3,490.93	5,031.00	2,440.07		Sub-Total - Occupancy	39,176.31	62,203.00	23,026.69		68,274.00
167.10	60.00	(107.10)	-178.50%	Mileage Staff/Volunteers	2,889.30	1,698.00	(1,191.30)	-70.16%	1,788.00
40.41	0.00	(40.41)		Meeting Expenses	125.20	240.00	114.80	47.83%	280.00
207.51	60.00	(147.51)		Sub-Total - Travel/Meetings	3,014.50	1,938.00	(1,076.50)		2,068.00
972.62	482.00	(480.62)	-97.09%	PPFA Dues	10,694.90	5,412.00	(5,282.90)	-97.61%	5,904.00
0.00	575.00	575.00	100.00%	FPA Dues	0.00	6,325.00	6,325.00	100.00%	6,900.00
972.62	1,067.00	94.38	8.85%	Sub-Total - Dues/Memberships	10,694.90	11,737.00	1,042.10		12,804.00
0.00	0.00	0.00		Equipment Purchases < \$1000	309.00	690.00	381.00	55.22%	690.00
0.00	0.00	0.00		Sub-Total - Capital Purchases	309.00	690.00	381.00		690.00
622.99	400.00	(222.99)	-55.75%	Depreciation	6,893.97	4,400.00	(2,493.97)	-56.68%	4,800.00
447.54	1,089.00	641.46	58.90%	Professional Liability Ins.	4,922.81	11,979.00	7,056.09	58.90%	13,068.00
2,347.39	0.00	(2,347.39)		Interest Expense	4,777.45	0.00	(4,777.45)		0.00
103.57	100.00	(3.57)	-3.57%	Bank Fees Charges	1,425.84	1,100.00	(325.84)	-29.62%	1,200.00
7.85	0.00	(7.85)		Shipping Fees	42.75	0.00	(42.75)		0.00
7.50	0.00	(7.50)		Minimum Charge Fee	7.50	0.00	(7.50)		0.00
20.84	0.00	(20.84)		Accounts Payable Late Fees	226.50	0.00	(226.50)		0.00
3,557.78	1,589.00	(1,968.78)		Sub-Total - Misc. Expenditures	18,296.92	17,478.00	(817.92)		10,068.00
3,692.26	0.00	(3,692.26)		Allocations Billing	29,139.98	0.00	(29,139.98)		0.00
186.82	0.00	(186.82)		Occupancy	2,230.62	0.00	(2,230.62)		0.00
3,879.08	0.00	(3,879.08)		Sub-Total - Allocations	31,370.60	0.00	(31,370.60)		0.00
724.89	1,360.00	635.01	46.58%	Bad Debt Expense Self Pay	2,933.53	14,970.00	12,036.47	80.40%	16,330.00
1,148.49	0.00	(1,148.49)		Bad Debt Expense Insurance	2,318.49	0.00	(2,318.49)		0.00
1,873.48	1,360.00	(513.48)		Sub-Total Bad Debt	5,250.02	14,970.00	9,719.98		16,330.00
<u>52,231.89</u>	<u>50,366.00</u>	<u>(1,865.89)</u>	-3.70%	Total Expenditure	<u>429,658.79</u>	<u>545,133.00</u>	<u>115,474.21</u>	21.18%	<u>597,377.00</u>
<u>(7,450.30)</u>	<u>(8,385.00)</u>	<u>934.70</u>	-11.15%	Excess Revenue over (under) Expenditures	<u>63,197.50</u>	<u>(64,961.00)</u>	<u>128,168.80</u>	-107.20%	<u>(71,042.00)</u>



Manufacturers and Traders Trust Company, M&T Place, 255 East Avenue, Rochester, NY 14604  
Business Banking

May 18, 2004

Planned Parenthood of The Rochester/Syracuse Region, Inc.  
[REDACTED]

Attention: [REDACTED]  
Vice President/Business Systems/Finance

**RE: \$450,000.00 Mortgage Loan to Planned Parenthood of The  
Rochester/Syracuse Region, Inc.**  
[REDACTED]

Dear [REDACTED]

We are pleased to inform you that your application to Manufacturers and Traders Trust Company ("Lender") for a mortgage loan in the amount of \$450,000.00 has been approved as below set forth ("Loan").

**MAKER OF NOTE AND MORTGAGE**

The obligor on the note, mortgage and all other loan documents shall be Planned Parenthood of The Rochester/Syracuse Region, Inc.

**GUARANTY OF LOAN**

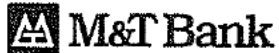
None.

**COMMITMENT FEE**

A commitment fee in the amount of \$1,000.00 is due upon acceptance of this letter.

**USE OF PROCEEDS**

Proceeds shall be used to purchase property at 2824 West Ridge Road, Town of Greece, New York.



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn: [REDACTED]

May 18, 2004

Page 2

### DESCRIPTION OF COLLATERAL

Second mortgage (behind the Bank's first) on the premises known as [REDACTED] ("Property") in the principal amount of \$450,000.00. In addition, the Borrower will pledge its business assets to Lender, as more fully set forth herein.

### INTEREST RATE

At least ten (10) days prior to closing, Borrower shall select in writing to the Lender one of the following interest rate options. If no option is selected, Option A shall apply.

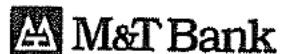
#### Interest Rate Option A

During the loan term, commencing the day of the closing ("Closing Date") and continuing through the Maturity Date, the Loan shall bear interest at the rate equal to the Lender's Prime Rate as that rate is announced from time to time. The rate shall be adjusted monthly.

#### Interest Rate Option B

Commencing on the Closing Date and continuing to the first day of the sixtieth (60<sup>th</sup>) month thereafter ("Adjustment Date"), the loan shall bear interest at a Fixed Rate. The Fixed Rate means the annual rate that is the rate based on a margin of 200 basis points above the Lender's "Cost of Funds" (the "Fixed Rate"). "Cost of Funds" shall mean the most recent yield on United States Treasury Obligations adjusted to a constant maturity equal to five (5) years, in effect two (2) business days prior to the Closing Date as published by the Board of Governors of the Federal Reserve System in the *Federal Reserve Statistical Release H. 15(519)*, or by such other quoting service, index or commonly available source utilized by the Lender, plus the "ask" side of the five (5) year swap in effect two (2) business days prior to the Closing Date as set forth in *Bloomberg, L.P.*, or by such other quoting service, index or commonly available source utilized by the Lender.

Commencing on the Adjustment Date and continuing through the Maturity Date, the loan shall bear interest at a Fixed Rate. The Fixed Rate means the annual rate that is the rate based on a margin of 200 basis points above the Lender's "Cost of Funds" (the "Fixed Rate"). "Cost of Funds" shall mean the most recent yield on United States Treasury Obligations adjusted to a constant maturity equal to five (5) years, in effect two (2) business days prior to the Adjustment Date as published by the Board of Governors of the Federal Reserve System in the *Federal Reserve Statistical Release H. 15(519)*, or by such other quoting service, index or commonly available source utilized by the Lender, plus the "ask" side of the five (5) year swap in effect two (2) business days prior to the



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

Page 3

Adjustment Date as set forth in *Bloomberg, L.P.*, or by such other quoting service, index or commonly available source utilized by the Lender.

#### Interest Rate Option C

Commencing on the Closing Date and continuing through the Maturity Date, the loan shall bear interest at a Fixed Rate. The Fixed Rate means the annual rate that is the rate based on a margin of 200 basis points above the Lender's "Cost of Funds" (the "Fixed Rate"). "Cost of Funds" shall mean the most recent yield on United States Treasury Obligations adjusted to a constant maturity equal to ten (10) years, in effect two (2) business days prior to the Closing Date as published by the Board of Governors of the Federal Reserve System in the *Federal Reserve Statistical Release H. 15(519)*, or by such other quoting service, index or commonly available source utilized by the Lender, plus the "ask" side of the ten (10) year swap in effect two (2) business days prior to the Closing Date as set forth in *Bloomberg, L.P.*, or by such other quoting service, index or commonly available source utilized by the Lender.

#### **REPAYMENT TERM**

The Loan shall be repaid as follows:

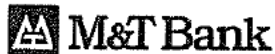
On the Closing Date, interest from the Closing Date until the end of the month shall be paid. Commencing on the first day of the second month following the Closing Date, and continuing monthly thereafter, installments of principal and interest shall be payable in 120 monthly installments. Each of the monthly installments shall be in the amount that would result in (a) the outstanding principal sum and (b) the interest accruing on such outstanding principal sum at the applicable rate being amortized over a fifteen (15) years, consisting of installments equal in amount to the Maturity Date.

During the loan period, interest shall be computed on the basis of a 360-day year consisting of twelve months with the actual number of days of each month (28, 29, 30 or 31).

Payments may be variable if Interest Rate Option A is in effect to account for changes in the Lender's Prime Rate. If Interest Rate Option B is in effect, the payment will be modified as of the Adjustment Date.

#### **PREPAYMENT**

If Interest Rate Option A is in effect, the loan may be prepaid in whole or in part, upon thirty (30) days written notice to the Lender, without premium.



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

Page 4

If Interest Rate Option B or Interest Rate Option C is in effect, the Borrower shall have the option of paying the Principal Sum to the Lender prior to the Maturity Date, in whole or in part, at any time and from time to time upon written notice received by the Lender at least thirty (30) days prior to making such prepayment; provided, however, that together with such prepayment, the Borrower shall pay to the Lender, as consideration of the privilege of making such prepayment, a premium equal to two percent (2%) of the Principal Sum prepaid. Each partial prepayment of the Principal Sum shall be applied in inverse order of maturity. In the event the Maturity Date is accelerated following an Event of Default, any tender of payment of the amount necessary to satisfy the entire indebtedness made after such Event of Default shall be expressly deemed a voluntary prepayment. In such a case, to the extent permitted by law, the Lender shall be entitled to the amount necessary to satisfy the entire indebtedness, plus the appropriate prepayment premium calculated in accordance with this paragraph.

#### **LATE CHARGES**

In the event any payment due under the loan documents remains unpaid for more than ten (10) days after it is due, the Lender may collect a late charge of six percent (6%) of the amount of the overdue payment to cover its extra handling expense.

#### **INTEREST RATE ON DEFAULT/MATURITY**

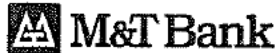
The loan shall bear interest at the rate of three percent (3%) higher than the note rate following default or loan maturity.

#### **RESTRICTION ON SALE AND TRANSFER**

The loan documents shall provide that the principal sum with interest thereon shall become immediately due and payable upon the conveyance or transfer of all or any part of the Property, or any interest or estate therein, including conveyance by land contract, without the Lender's prior written consent. Such conveyance and transfer shall include the transfer of any interest in Borrower.

#### **SECONDARY FINANCING**

No other financing arrangement of any kind affecting the Property or other security for the loan, including a "wrap-around" mortgage, will be permitted without the Lender's prior written consent, which may be withheld for any reason.



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

Page 5

### **TAX ESCROW**

Upon the occurrence of an Event of Default, the mortgage shall require you to pay concurrently with each installment of principal and interest, such amount as in the Lender's discretion will enable the Lender to pay (out of the monies so paid to the Lender) at least 30 days before due, all taxes, assessments and similar charges affecting the Property. No interest shall be payable on such deposits. A tax service fee of \$250.00 shall be due and payable at closing.

### **FLOOD INSURANCE**

Under the provisions of Public Law 93-234, the Flood Disaster Protection Act of 1973, if the Property at any time is designated as a flood hazard disaster area, flood insurance for at least the amount of the mortgage will be required. A flood certification fee in the amount of \$26.50 shall be paid at the time of acceptance of this commitment.

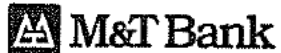
### **TITLE INSURANCE**

The mortgage upon the title of the Property shall be a second mortgage (behind the Lender's first) in the amount of \$450,000.00 free and clear of all liens, encumbrances, easements and restrictions, excepting only such as may be specifically approved in writing by us and our counsel at the time of closing. Such mortgage will be insured, at your expense, through a title insurance company approved by us in the full amount of the loan. The policy shall be, in form and substance, satisfactory to the Lender and the Lender's counsel in their sole discretion.

### **INSURANCE**

You shall provide and maintain in full force and effect throughout the loan term, evidence of fire and extended coverage insurance with companies and in form acceptable to the Lender, containing a non-contributory mortgagee clause, and a thirty (30) day cancellation notice clause, in an amount not less than the amount of the loan. In addition, you shall provide or cause to be provided, in form satisfactory to us and with provisions in our favor as our interests may appear, general public liability and property damage insurance upon and for the Property and the improvements constructed thereon in amounts satisfactory to us, and other coverage in such amounts as may be required by us. The original policy and evidence of payment of the first year's premium must be provided at the time the first payment of principal and interest is due.

The buildings and improvements now erected or hereafter to be erected on the Property and all personal property and fixtures covered by the mortgage shall be insured for the benefit of the Lender against loss of rents/business interruption by reason of fire or other casualties, in such



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

Page 6

amounts as may from time to time be required by the Lender, and with companies satisfactory to the Lender. You shall assign and deliver to the Lender such policies of insurance.

#### **SECURITY INTEREST FIXTURES, ETC.**

The mortgage securing the loan will create a lien on all fixtures, equipment or articles of personal property, now or hereafter affixed to and used in the operation of the Property. Form UCC-1 Financing Statements, a Security Agreement and other appropriate security agreements under applicable law granting an unencumbered security interest in personal property, furniture and furnishings used in connection with the Property are to be furnished in form satisfactory to us and our counsel. Upon request, you will provide a certified list of all such personal property and fixtures.

#### **ADDITIONAL COLLATERAL**

The loan will be further secured by a first perfected security interest on all currently owned and after acquired business assets, personal property and fixtures of Borrower (the "Collateral"), pursuant to the Bank's form of General Security Agreement. Form UCC-1 Financing Statements, a General Security Agreement and other appropriate security agreements under applicable law granting an unencumbered security interest in the Collateral are to be furnished in form satisfactory to us and our counsel. Upon request, you will provide a certified list of all such Collateral.

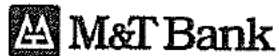
#### **INSTRUMENT SURVEY**

At least fifteen (15) days prior to the time of closing, you shall provide us with an instrument survey map made by a licensed surveyor not more than three (3) months prior to the date of closing, certified to the Lender, the Lender's closing counsel, the borrower, and the title insurer showing the location and dimensions of the Property, any improvements thereon, including utility lines, walks, drives, easements and rights-of-way, and other matters pertinent thereto.

#### **FINANCIAL STATEMENTS**

The Borrower will furnish the Lender with a fiscal year end audited financial statements (prepared by an independent certified public accountant approved by the Lender). Borrower hereby agrees to submit any financial information that the Bank may reasonably request from time to time.





Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

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### **EVIDENCE OF AUTHORIZATION**

You shall provide us with evidence of authority and authorization to enter into this loan, including Consents/Resolutions of the borrowing entity, and any other documentation reasonably required by our counsel.

### **OPINION OF COUNSEL**

At the closing of this loan, your legal counsel shall provide to the Lender such written opinions as may be required by the Lender's closing counsel concerning, inter alia, due authorization, execution, delivery, validity and enforceability of loan documents and the existence and legal status of the borrower, as well as compliance of the Property with all applicable environmental, zoning, subdivision, planning, land use, building, fire, health and safety requirements of any municipal, state, or federal agency. The opinion as to environmental, zoning, subdivision, planning, land use, building, fire, health and safety requirements of any municipal, state, or federal agency may be waived by us upon submission of satisfactory evidence of compliance, which shall be subject to our approval.

### **ASSIGNABILITY OF COMMITMENT**

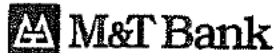
This commitment may not be assigned in whole or in part.

### **ADDITIONAL TAXATION - LEGAL LOAN**

The loan documents will provide that, in the event the note secured by the mortgage loan shall be taxable in whole or in part (other than a tax on the interest receivable by the Lender under the note) pursuant to the laws of the situs State or any subdivision thereof, you shall pay the same; however, in the event that such payment by you, when added to the interest, shall exceed the lawful interest rate under the laws of the situs State, we, or our assigns, may, at our option, require full payment of the mortgage debt including all principal and accrued interest thereon, upon sixty (60) days prior written notice. The loan must be legal at the time of loan closing, and must comply with all applicable Federal and State laws and regulations.

### **ASSIGNMENT OF LEASES**

As additional security for this loan, you shall assign all existing and future lease agreements affecting the Property to the Lender. Each lease must be approved in its entirety by the Lender prior to closing for existing leases, and prior to execution for future leases.



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

Page 8

### **SUBORDINATION OF LEASES**

All existing leases affecting the Property must be subordinated to the lien of the Lender's mortgage in form satisfactory to the Lender and its counsel. All future leases must contain a provision subordinating such leases to the lien of the Lender's mortgage and any extensions, renewals or modifications thereof.

### **APPRAISAL**

This loan is subject to an appraisal on the Property to be paid for by Borrower, which must reflect an "as is" fair market value of at least \$1,500,000.00.

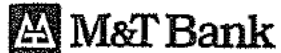
### **ZONING - UTILITIES**

At the time of loan closing, you shall provide the Lender with such evidence satisfactory to the Lender to confirm that the Property is in full compliance with all applicable zoning, building, environmental and other applicable governmental laws and requirements.

### **HAZARDOUS OR TOXIC SUBSTANCES**

This commitment is subject to the Lender determining that there are no hazardous or toxic substances on the Property. For purposes of this paragraph, "hazardous or toxic substances" includes, without limit, any flammable explosives, asbestos, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental response, Compensation, and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the New York Environmental Conservation Law and in the regulations adopted and publications promulgated pursuant thereto. To enable the Lender to make this determination, you agree to furnish the Lender at least two weeks before the closing, all certificates and permits showing you (or the present owner, if different) to be in compliance with all environmental laws and regulations and a history of the site listing its prior uses. In addition, the Lender may, at your expense, conduct an environmental audit of the Property which would include an inspection of your books and records and may include laboratory tests of soil samples. Any environmental audit conducted by the Lender will be for the Lender's own purposes and is not meant to be for your benefit. The Lender shall not be liable to you for any deficiency in the audit.

If an environmental engineer is hired directly by you to satisfy the Lender that there are no hazardous or toxic substances on the Property, then you hereby expressly authorize the engineer



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

Page 9

to disclose all of its findings to the Lender and the Lender's attorney and to keep the Lender and the Lender's attorney fully informed of all developments.

At the time of closing, you will be required to execute an Environmental Compliance and Indemnification Agreement indemnifying the Lender against any loss or damage resulting from environmental matters affecting the Property. In addition, enclosed is an Environmental Authorization, Waiver and Indemnification Agreement ("Environmental Authorization") which the Borrower must sign, and have the owner of the Premises sign and return with the commitment letter.

### **OTHER REQUIREMENTS**

The Lender's obligation to close this loan shall be subject to the Lender's approval, in its sole discretion, of the following:

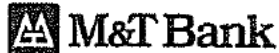
1. Payments shall be automatically deducted from Borrower's account established or to be established by Lender.
2. With the acceptance of this letter, Borrower is to provide a copy of the minutes and resolutions of the Board of Directors of Borrower approving the borrowing as enumerated in this commitment, and consenting to pledge the Collateral.
3. Such other reasonable requirements as may be required from time to time by us.

### **BROKERAGE**

The Lender shall not be required to pay any brokerage fee or commission arising from this transaction, and you agree to defend, indemnify and hold harmless the Lender against such claims.

### **NO MERGER OF COMMITMENT TERMS**

Any breach or default by you in the performance of any undertaking hereunder or failure by you to comply with any of the terms or conditions of this commitment shall constitute an event of default whereupon we may terminate this undertaking to make the loan contemplated hereunder and retain the fees as herein provided. In addition, those terms, provisions and conditions herein set forth and not specifically incorporated in the loan documents to be executed by you shall survive the loan closing herein contemplated and be binding upon you, your heirs, successors, legal representatives and assigns. Furthermore, any breach or default of any continuing obligation hereunder shall constitute a default in the loan documents to be executed by you.



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

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### **EXPENSES/DEFAULT**

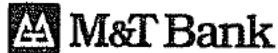
Your acceptance of this commitment shall constitute your unconditional agreement to pay all out-of-pocket expenses incurred by the Lender in connection with the transaction contemplated herein regardless whether or not the transaction is consummated. Upon your failure to comply with any of the terms and provisions or conditions of this commitment or any matters resulting therefrom, the fees or charges to be paid to the Lender by you pursuant hereto may be retained by the Lender as damages for services rendered and on account of reservation of funds on your behalf in order to advance the loan proceeds as anticipated hereunder. If your failure to comply with the terms, provisions or conditions of this commitment occurs prior to loan closing, fees paid by you prior thereto shall be retained by the Lender as full and liquidated damages for your failure to proceed; if such failure occurs after loan closing, either under the terms hereof or under the terms of any of the loan documents to be executed by you, the retention of all fees shall be in addition to all other rights and remedies accruing to the Lender pursuant thereto and under the loan documents to be executed by you and the Lender shall not be required to advance any funds thereafter nor be obligated to proceed further in accordance herewith. In addition, you shall pay such fees and charges as may be required for loan closing and matters related thereto, including but not limited to preparation of all loan documents, recording and notary fees, engineering and architectural supervision, and the payment of fees to our legal counsel and local counsel, if any, covering their time involved in the preparation of this commitment, the documents required pursuant hereto and for the loan closing, together with reimbursement to them and to the Lender of all out-of-pocket costs and disbursements.

### **FORM OF DOCUMENTS**

All instruments and documents required pursuant to this commitment shall be satisfactory in form and content to the Lender and its closing counsel. The Lender's usual loan documents shall be utilized, which are available for inspection on request from the Lender's closing counsel.

### **NO ADVERSE CHANGE**

Except as may be otherwise required by this commitment, the loan, the rental income of the Property, the credit and the financial circumstances of the borrower and any guarantors and all other features of the transaction shall at the time of closing be as represented at application without material adverse change. No part of the Property shall have been damaged and not repaired to our satisfaction nor taken in condemnation or other similar proceeding. At the time of closing, neither the mortgagor nor any tenant under any assigned lease shall be involved in any bankruptcy, reorganization or insolvency proceeding.



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

Page 11

### **EXPIRATION OF COMMITMENT**

This commitment shall terminate, at our option, unless the loan is closed by July 15, 2004. The closing will be held at our attorneys' office in Rochester, New York.

### **ACCEPTANCE AND COMMITMENT FEE**

This commitment shall be null and void and of no further effect unless on or before May 28, 2004 this commitment has been accepted in writing and returned to the Lender together with a commitment fee in the amount of \$1,000.00.

### **ARRANGING FOR CLOSING**

Prior to scheduling a closing date, you or your attorney are requested to deliver the abstract, tax searches, survey, title insurance and all other commitment documents requested herein, to our attorneys' Woods Oviatt Gilman LLP, Attn: Kelley Ross Brown, Esq., 700 Crossroads Building, 2 State Street, Rochester, NY 14614, (585) 987-2824, Fax (585) 454-3968, Email [krossbrown@woodsoviatt.com](mailto:krossbrown@woodsoviatt.com).

Manufacturers and Traders Trust Company is acting as an agent in arranging and servicing loans to be made through its affiliate, M&T Real Estate Trust, which will fund this commercial mortgage loan.

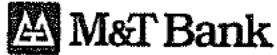
We appreciate this opportunity to be of service to you.

Very truly yours,

MANUFACTURERS AND TRADERS TRUST COMPANY

Stella Slaight  
Vice President

cc: Planned Parenthood of The Rochester/Syracuse Region, Inc.  
Attn.: [REDACTED] CEO



Planned Parenthood of the Rochester/Syracuse Region, Inc.

Attn.: [REDACTED]

May 18, 2004

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**CONFIRMATION AND ACCEPTANCE**

We hereby confirm and accept this commitment and agree to be bound by all its terms. We acknowledge that we are liable to the Lender for a commitment fee in the total amount of \$1,000.00.

**BORROWER**

PLANNED PARENTHOOD OF THE  
ROCHESTER/SYRACUSE REGION, INC.

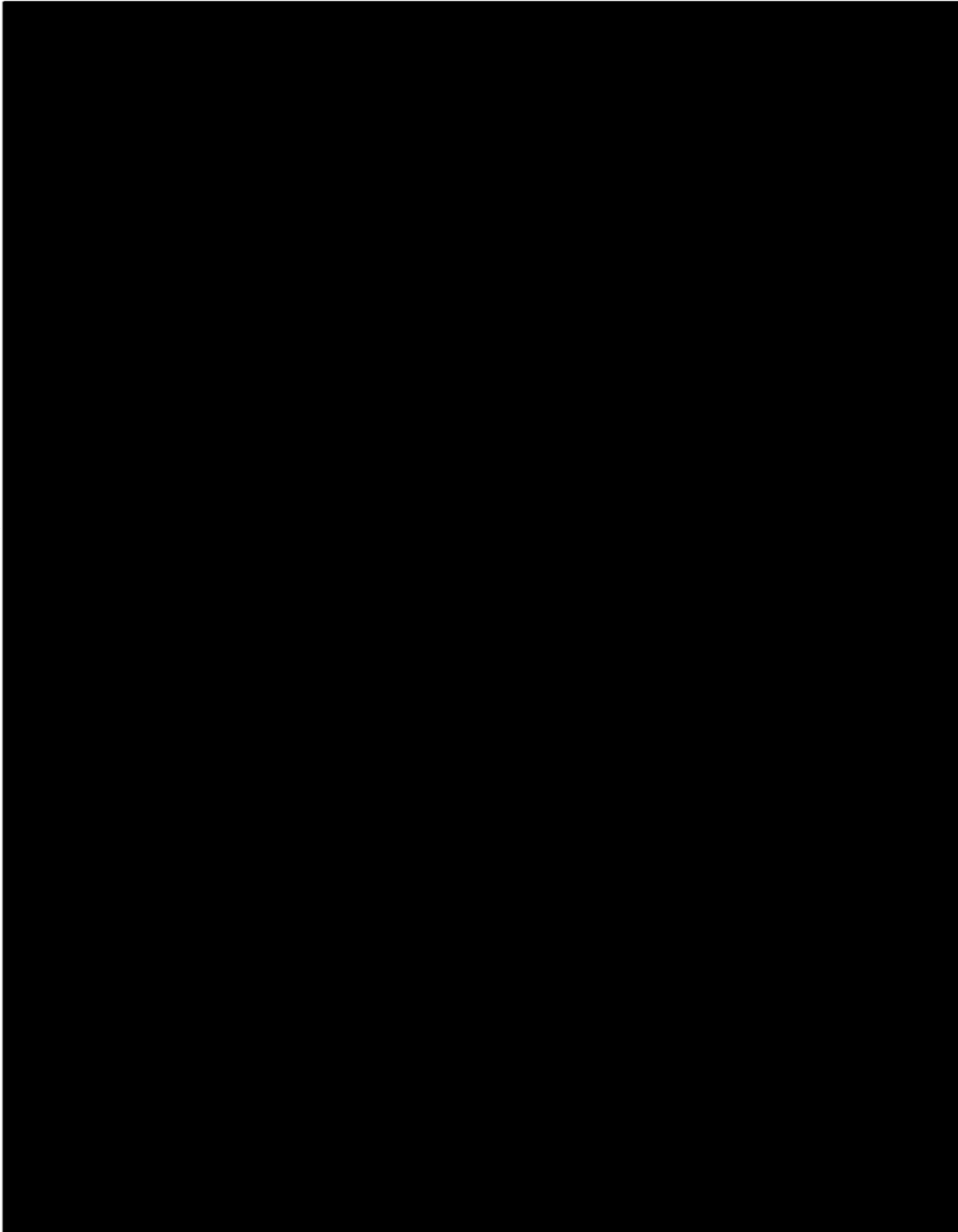
By: \_\_\_\_\_

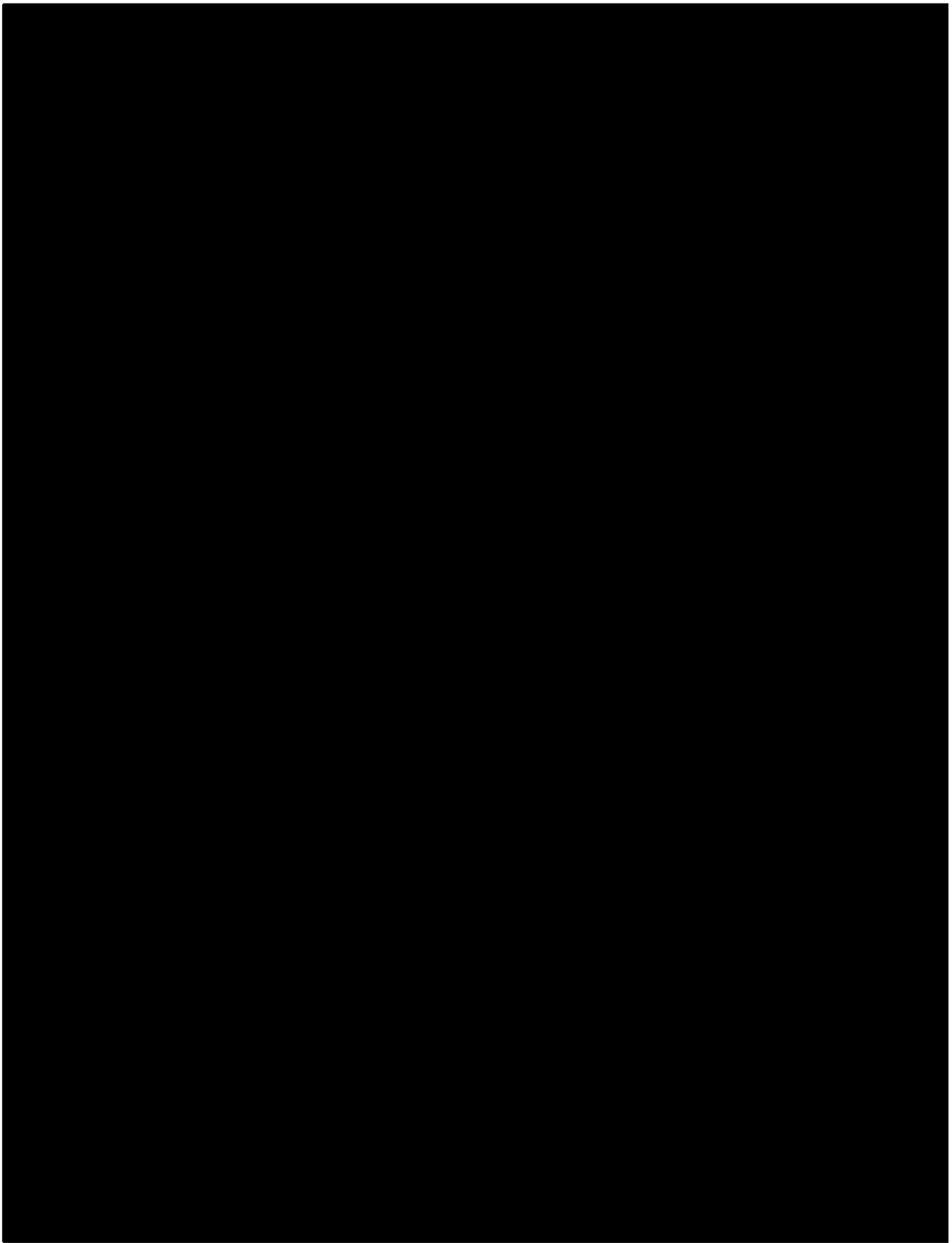
Date: \_\_\_\_\_, 2004

\_\_\_\_\_ is our attorney in this transaction.

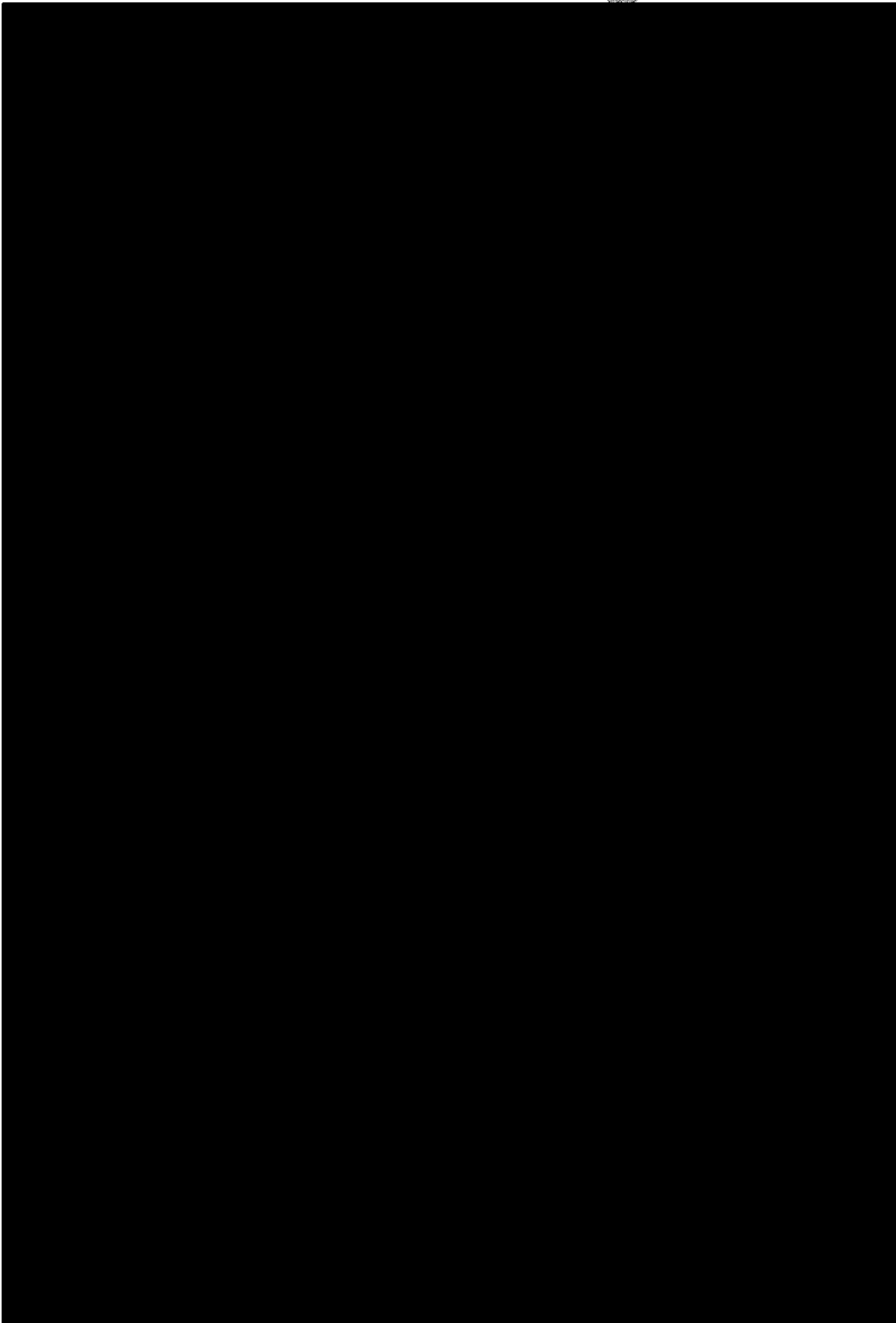
6-30-98

**CURRICULUM VITAE**











**PPRSR 2005 Sliding Discount Scale**

Based on Income Verification Form

DHHS 2005 Poverty Guidelines

Effective January 1, 2005 - December 31, 2005

**Weekly Pay Check:**

Pay Code	Pay Code 06	Pay Code 05	Pay Code 04	Pay Code 03	Pay Code 02	Pay Code 01
Pct of Charge	0%	20%	40%	60%	80%	100%
Pct of Poverty	0%-100%	101%-125%	126%-150%	151%-175%	176%-200%	201%+
Family Size						
1	0 - 183	184 - 229	230 - 275	276 - 320	321 - 366	367 +
2	0 - 246	247 - 307	308 - 369	370 - 430	431 - 492	493 +
3	0 - 308	309 - 386	387 - 463	464 - 540	541 - 617	618 +
4	0 - 371	372 - 464	465 - 557	558 - 650	651 - 742	743 +
5	0 - 434	435 - 542	543 - 651	652 - 759	760 - 868	869 +
6	0 - 497	498 - 621	622 - 745	746 - 869	870 - 993	994 +
7	0 - 559	560 - 699	700 - 839	840 - 979	980 - 1,118	1,119 +
8	0 - 622	623 - 777	778 - 933	934 - 1,088	1,089 - 1,244	1,245 +

**Bi-Weekly Pay Check:**

Pay Code	Pay Code 06	Pay Code 05	Pay Code 04	Pay Code 03	Pay Code 02	Pay Code 01
Pct of Charge	0%	20%	40%	60%	80%	100%
Pct of Poverty	0%-100%	101%-125%	126%-150%	151%-175%	176%-200%	201%+
Family Size						
1	0 - 366	367 - 458	459 - 549	550 - 641	642 - 732	733 +
2	0 - 492	493 - 614	615 - 737	738 - 860	861 - 983	984 +
3	0 - 617	618 - 771	772 - 925	926 - 1,080	1,081 - 1,234	1,235 +
4	0 - 742	743 - 928	929 - 1,113	1,114 - 1,299	1,300 - 1,485	1,486 +
5	0 - 868	869 - 1,085	1,086 - 1,302	1,303 - 1,518	1,519 - 1,735	1,736 +
6	0 - 993	994 - 1,241	1,242 - 1,490	1,491 - 1,738	1,739 - 1,986	1,987 +
7	0 - 1,118	1,119 - 1,398	1,399 - 1,678	1,679 - 1,957	1,958 - 2,237	2,238 +
8	0 - 1,244	1,245 - 1,555	1,556 - 1,866	1,867 - 2,177	2,178 - 2,488	2,489 +

**Monthly Pay Check:**

Pay Code	Pay Code 06	Pay Code 05	Pay Code 04	Pay Code 03	Pay Code 02	Pay Code 01
Pct of Charge	0%	20%	40%	60%	80%	100%
Pct of Poverty	0%-100%	101%-125%	126%-150%	151%-175%	176%-200%	201%+
Family Size						
1	0 - 793	794 - 992	993 - 1,190	1,191 - 1,388	1,389 - 1,587	1,588 +
2	0 - 1,065	1,066 - 1,331	1,332 - 1,598	1,599 - 1,864	1,865 - 2,130	2,131 +
3	0 - 1,337	1,338 - 1,671	1,672 - 2,005	2,006 - 2,339	2,340 - 2,673	2,674 +
4	0 - 1,608	1,609 - 2,010	2,011 - 2,413	2,414 - 2,815	2,816 - 3,217	3,218 +
5	0 - 1,880	1,881 - 2,350	2,351 - 2,820	2,821 - 3,290	3,291 - 3,760	3,761 +
6	0 - 2,152	2,153 - 2,690	2,691 - 3,228	3,229 - 3,765	3,766 - 4,303	4,304 +
7	0 - 2,423	2,424 - 3,029	3,030 - 3,635	3,636 - 4,241	4,242 - 4,847	4,848 +
8	0 - 2,695	2,696 - 3,369	3,370 - 4,043	4,044 - 4,716	4,717 - 5,390	5,391 +

**Annual Salary:**

Pay Code	Pay Code 06	Pay Code 05	Pay Code 04	Pay Code 03	Pay Code 02	Pay Code 01
Pct of Charge	0%	20%	40%	60%	80%	100%
Pct of Poverty	0%-100%	101%-125%	126%-150%	151%-175%	176%-200%	201%+
Family Size						
1	0 - 9,520	9,521 - 11,900	11,901 - 14,280	14,281 - 16,660	16,661 - 19,040	19,041 +
2	0 - 12,780	12,781 - 15,975	15,976 - 19,170	19,171 - 22,365	22,366 - 25,560	25,561 +
3	0 - 16,040	16,041 - 20,050	20,051 - 24,060	24,061 - 28,070	28,071 - 32,080	32,081 +
4	0 - 19,300	19,301 - 24,125	24,126 - 28,950	28,951 - 33,775	33,776 - 38,600	38,601 +
5	0 - 22,560	22,561 - 28,200	28,201 - 33,840	33,841 - 39,480	39,481 - 45,120	45,121 +
6	0 - 25,820	25,821 - 32,275	32,276 - 38,730	38,731 - 45,185	45,186 - 51,640	51,641 +
7	0 - 29,080	29,081 - 36,350	36,351 - 43,620	43,621 - 50,890	50,891 - 58,160	58,161 +
8	0 - 32,340	32,341 - 40,425	40,426 - 48,510	48,511 - 56,595	56,596 - 64,680	64,681 +

Planned Parenthood of the Rochester/Syracuse Region, Inc.  
Sliding Fee Scale 2004

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	Paycode >>>	Full	2	3	4	5	No-Pay
10101 TELEPHONE ENCOUNTER		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
11976 FP PROCEDURE - NORPLANT REMOVAL		\$144.00	\$130.00	\$110.00	\$80.00	\$50.00	\$0.00
11977 FP PROCEDURE - NORPLANT INST/REMOVA		\$265.00	\$239.00	\$199.00	\$146.00	\$93.00	\$0.00
36415 FP MED/INJ -VENIPUNCTURE		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00
46900 FP PROCEDURE - DEST OF LESION ANUS		\$92.00	\$83.00	\$69.00	\$51.00	\$33.00	\$0.00
56501 FP PROCEDURE - DEST OF LESION (VULVA)		\$100.00	\$80.00	\$60.00	\$40.00	\$20.00	\$0.00
57061 FP MED -WART TREATMENT VAGINA		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00
57061 FP PROCEDURE - DEST OF LESION (VAG)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
57170 FP PROCEDURE - DIAPH/CERV CAP FITT		\$76.00	\$68.00	\$57.00	\$42.00	\$27.00	\$0.00
57452 FP PROCEDURE - COLPOSCOPY SEPARATE		\$166.00	\$166.00	\$166.00	\$166.00	\$166.00	\$166.00
57454 FP PROCEDURE - COLPOSCOPY W/B-CERV		\$166.00	\$166.00	\$166.00	\$166.00	\$166.00	\$166.00
57505 FP PORCEDURE - ENDOCERVICAL CURRETA		\$80.00	\$72.00	\$60.00	\$44.00	\$28.00	\$0.00
57511 FP PROCEDURE - CRYOSURGERY		\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00
58300 FP PROCEDURE - IUD INSERTION		\$82.00	\$74.00	\$62.00	\$45.00	\$29.00	\$0.00
58301 FP PROCEDURE - IUD REMOVAL		\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
76815 FP PROCEDURE - SONOGRAM		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80048 LAB - SMA 6		\$7.00	\$7.00	\$6.00	\$5.00	\$3.00	\$0.00
80050 LAB - SMA 12		\$11.00	\$10.00	\$9.00	\$6.00	\$5.00	\$0.00
80053 LAB - CHEM 12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80061 LAB - LIPID PROFILE		\$11.00	\$10.00	\$9.00	\$7.00	\$5.00	\$0.00
80076 LAB - HEPATIC FUNCTION PANEL		\$7.00	\$7.00	\$6.00	\$5.00	\$3.00	\$0.00
81000 LAB - URINALYSIS		\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00
81001 LAB - URINE DIP		\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00
81002 LAB - URINE DIP - NON AUTOMATED		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00
81015 LAB - URINE MICRO		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00
82247 LAB - BILIRUBIN TOTAL		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
82248 LAB - BILIRUBIN DIRECT		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
82270 LAB - COLD-RECTAL		\$5.00	\$5.00	\$4.00	\$3.00	\$2.00	\$0.00
82465 LAB - CHOLESEROL TOT OR FAST		\$7.00	\$7.00	\$6.00	\$5.00	\$3.00	\$0.00
82575 LAB - CREATINNINE CLEARANCE		\$6.00	\$6.00	\$5.00	\$4.00	\$3.00	\$0.00
82947 LAB - GLUCOSE TOT OR FAST		\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$0.00
82948 LAB - BG CHEM STRIP		\$5.00	\$5.00	\$4.00	\$3.00	\$2.00	\$0.00
83001 LAB - FSH		\$82.00	\$74.00	\$66.00	\$49.00	\$33.00	\$0.00
83002 LAB - LH		\$18.00	\$17.00	\$15.00	\$11.00	\$8.00	\$0.00
83898 LAB - LEIDEN FACTOR V		\$230.00	\$207.00	\$184.00	\$138.00	\$92.00	\$0.00
84075 LAB - PHOSPHATASE, ALKALINE		\$6.00	\$6.00	\$5.00	\$4.00	\$3.00	\$0.00
84144 LAB - PROGESTERONE, SERUM		\$25.00	\$23.00	\$20.00	\$15.00	\$10.00	\$0.00
84146 LAB - PROLACTIN		\$103.00	\$93.00	\$82.00	\$62.00	\$42.00	\$0.00
84439 LAB - FREE THYROXINE (FT4)		\$60.00	\$54.00	\$48.00	\$36.00	\$24.00	\$0.00
84443 LAB - TSH		\$75.00	\$68.00	\$60.00	\$45.00	\$30.00	\$0.00
84450 LAB - SGOT (AST)		\$7.00	\$7.00	\$6.00	\$5.00	\$3.00	\$0.00
84460 LAB - SGPT (ALT)		\$6.00	\$6.00	\$5.00	\$4.00	\$3.00	\$0.00
84480 LAB - TRIIODOTHYRONINE (T3)		\$7.00	\$7.00	\$6.00	\$5.00	\$3.00	\$0.00
84520 LAB - BUN		\$6.00	\$6.00	\$5.00	\$4.00	\$3.00	\$0.00
84702 LAB - QUANTITATIVE HCG (SERUM PT)		\$25.00	\$23.00	\$20.00	\$15.00	\$10.00	\$0.00
84703 LAB - QUALITATIVE HCG (URINE PT)		\$13.00	\$12.00	\$10.00	\$8.00	\$5.00	\$0.00
85014 LAB - HERMATICRIT		\$4.00	\$4.00	\$3.00	\$3.00	\$3.00	\$0.00
85023 LAB - CBC WITH MANUAL DIFFERENTIAL		\$14.00	\$12.00	\$11.00	\$8.00	\$6.00	\$0.00
85025 LAB CBC W/DIFF & PLATELET		\$30.00	\$27.00	\$24.00	\$18.00	\$12.00	\$0.00
85300 LAB - ANTITHROMBIN III		\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
85303 LAB - PROTEIN C		\$77.00	\$77.00	\$77.00	\$77.00	\$77.00	\$77.00
85305 LAB - PROTEIN S		\$77.00	\$77.00	\$77.00	\$77.00	\$77.00	\$77.00
85384 LAB - FIBRINOGEN		\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
85595 LAB - PLATELETS		\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
85610 LAB - PROTHROMBIN TIME		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
85651 LAB - SEDIMENTATION RATE		\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
85730 LAB - PTT		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00

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86580	LAB - PPD	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
86592	LAB - RPR	\$7.00	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00
86701	LAB - HIV DRAW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
86704	LAB - HEPATITIS B ANTIBODY	\$13.00	\$12.00	\$11.00	\$8.00	\$6.00	\$0.00
86735	LAB - MUMPS	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
86762	LAB - RUBELLA	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
86765	LAB - RUBEOLA	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
86787	LAB - VARICELLA TITER	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
86803	LAB - HEPATITIS C ANTIBODY	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
86850	LAB - RH ANTIBODY SCREENING	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
86901	LAB - RH FACTOR W/BLOOD TYPE	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
87015	LAB - ARTHROPOD IDENTIFICATION	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
87070	LAB - CULTURE, OTHER SOURCE	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
87075	LAB - ANAEROBIC CULTURE	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
87076	LAB - CULTURE, BACTERIAL IDENTIFIC	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
87081	LAB - CULTURE THROAT	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
87081	LAB - GONORRHEA CULTURE	\$11.00	\$10.00	\$9.00	\$7.00	\$5.00	\$0.00
87081	LAB - WOUND CULTURE & SENSITIVITY	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
87086	LAB - URINE CULTURE	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
87184	LAB - SENSITIVITY STUDY	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
87186	LAB - URINE CULTURE & SENSITIVITIES	\$32.00	\$29.00	\$26.00	\$20.00	\$13.00	\$0.00
87207	LAB - HERPES SMEAR	\$9.00	\$8.00	\$7.00	\$5.00	\$4.00	\$0.00
87210	LAB - WET PREP	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$0.00
87252	LAB - HERPES CULTURE	\$44.00	\$40.00	\$35.00	\$26.00	\$18.00	\$0.00
87320	LAB - CHLAMYDIA	\$14.00	\$13.00	\$11.00	\$9.00	\$6.00	\$0.00
87340	LAB - HEPATITIS B ANTIGEN	\$18.00	\$16.00	\$14.00	\$11.00	\$7.00	\$0.00
87621	LAB - HPV PROBE	\$63.00	\$57.00	\$51.00	\$38.00	\$25.00	\$0.00
88160	LAB - CYTOPATHOLOGY OTHER SOURCE	\$29.00	\$26.00	\$23.00	\$18.00	\$12.00	\$0.00
88164	LAB - PAP SMEAR	\$18.00	\$16.00	\$14.00	\$11.00	\$7.00	\$0.00
88302	LAB - SURGICAL PATHOLOGY	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00
88304	LAB - MICRO POC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
89310	LAB - SPERM CHECK	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90788	FP MED/INJ - INTERMUSCULAR INJECT.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90799	CONTR RX - DEPO PROVERA	\$50.00	\$45.00	\$40.00	\$30.00	\$20.00	\$0.00
99024	SS VISIT - SURGICAL FOLLOW UP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99201	FP VISIT - NEW PROBLEM FOCUSED	\$49.00	\$44.00	\$37.00	\$28.00	\$19.00	\$0.00
99202	FP VISIT - NEW EXPANDED PROBLEM	\$76.00	\$69.00	\$58.00	\$43.00	\$28.00	\$0.00
99203	FP VISIT - NEW DETAILED	\$106.00	\$96.00	\$80.00	\$59.00	\$38.00	\$0.00
99204	FP VISIT - NEW COMPREHENSIVE	\$153.00	\$138.00	\$115.00	\$85.00	\$55.00	\$0.00
99205	FP VISIT - NEW EXTENSIVE	\$190.00	\$171.00	\$143.00	\$105.00	\$68.00	\$0.00
99211	FP VISIT - ESTABLISHED MINIMAL	\$26.00	\$24.00	\$20.00	\$15.00	\$11.00	\$0.00
99212	FP VISIT - ESTABLISHED PROB FOCUSED	\$42.00	\$38.00	\$32.00	\$24.00	\$16.00	\$0.00
99213	FP VISIT - ESTABLISHED EXTENDED PROB	\$58.00	\$52.00	\$44.00	\$33.00	\$22.00	\$0.00
99214	FP VISIT - ESTABLISHED DETAILED	\$88.00	\$79.00	\$66.00	\$49.00	\$32.00	\$0.00
99215	FP VISIT - ESTABLISHED COMPREHENSIV	\$130.00	\$117.00	\$98.00	\$72.00	\$47.00	\$0.00
99371	MISC CHGS - PPFA AFFILIATE CALLS	\$14.00	\$13.00	\$11.00	\$8.00	\$5.00	\$0.00
99384	FP VISIT - PREVENT NEW 12-17 YEARS	\$137.00	\$124.00	\$103.00	\$76.00	\$49.00	\$0.00
99385	FP VISIT - PREVENT NEW 18-39 YEARS	\$133.00	\$120.00	\$100.00	\$74.00	\$48.00	\$0.00
99386	FP VISIT - PREVENT NEW 40-64 YEARS	\$160.00	\$144.00	\$120.00	\$99.00	\$57.00	\$0.00
99387	FP VISIT - PREVENT NEW 65+ YEARS	\$74.00	\$67.00	\$56.00	\$42.00	\$28.00	\$0.00
99394	FP VISIT - PREVENT EST 12-17 YEARS	\$117.00	\$105.00	\$88.00	\$65.00	\$42.00	\$0.00
99395	FP VISIT - PREVENT EST 18-39 YEARS	\$114.00	\$102.00	\$86.00	\$64.00	\$41.00	\$0.00
99396	FP VISIT - PREVENT EST 40-64 YEARS	\$127.00	\$114.00	\$95.00	\$70.00	\$45.00	\$0.00
99397	FP VISIT - PREVENT EST 65+ YEARS	\$140.00	\$126.00	\$105.00	\$78.00	\$50.00	\$0.00
5/90799	J1055	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59400,GFSS	SS VISIT - GLOBAL FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
82247/82248	LAB - BILIRUBIN (TOTAL AND DIRECT)	\$6.00	\$6.00	\$5.00	\$4.00	\$3.00	\$0.00
90782,ADMIN	SS INJ - AMINOPHYLLIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,ATRO	SS INJ - ATROPINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,CALC	SS INJ - CALCIUM CHLORIDE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,EPHE	SS INJ - EPHEDRINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,EPIN	SS INJ - EPINEPHRINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,HEMA	SS INJ - HEMABATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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90782,IBEN	SS INJ - BENEDRYL - INJECTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,ICOM	SS INJ - COMPAZINE - INJECTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,IMET	SS INJ - METHERGINE - INJECTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,MICR	SS INJ - MICRHOGAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,NESA	SS INJ - NESICAINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,OXYT	SS INJ - OXYTOCIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,VALI	SS INJ - VALIUM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90782,XYLO	FP INJ - XYLOCAINE	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00
90784,DT50	SS INJ - DEXTROSE 50%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90784,SAL5	SS INJ - SALINE 500cc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90784,SOBI	SS INJ - SODIUM BICARBONATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90788,CEPH	FP INJ - CEFTRIAXONE/ROCEPHEN	\$17.00	\$15.00	\$14.00	\$10.00	\$7.00	\$0.00
90788,SPC	FP INJ - SPECTINOMYCIN/TROBICIN	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
99070,ACET	SS MED - ACETOMINOPHEN	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
99070,AMOX	FP MED - AMOXYCILLIN	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.00
99070,AMPI	FP MED - AMPICILLIN	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.00
99070,APPL	CONTR SP - APPLICATOR	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00
99070,BACT	FP MED - BACTRIM DS	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.00
99070,CCAP	CONTR RX - CERVICAL CAP	\$72.00	\$65.00	\$58.00	\$43.00	\$29.00	\$0.00
99070,CLEO	FP MED - CLEOCIN CREAM	\$20.00	\$18.00	\$16.00	\$12.00	\$8.00	\$0.00
99070,CMPT	CONTR SP - PILL COMPACT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99070,CNDM	CONTR SP - CONDOMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99070,DIAP	CONTR RX - DIAPHRAGM	\$18.00	\$16.00	\$14.00	\$11.00	\$7.00	\$0.00
99070,DIJE	CONTR SP - DIAPHRAGM JELLY	\$8.00	\$7.00	\$6.00	\$5.00	\$3.00	\$0.00
99070,DM35	ORAL RX - DEMULEN 1/35	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,DM50	ORAL RX - DEMULEN 1/50	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,DX02	SS MED - DOXYCYCLINE 2	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
99070,DX14	FP MED - DOXYCYCLINE 14	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.00
99070,ER28	SS MED - ERYTHROMYCIN 28	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
99070,ERY2	SS MED - ERYTHROMYCIN 2	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
99070,ERYT	FP MED - ERYTHROMYCIN	\$5.00	\$5.00	\$4.00	\$3.00	\$2.00	\$0.00
99070,ESTR	ORAL RX - ESTROSTEP FE	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,EVRA	ORTHO EVRA (PATCH)	\$40.00	\$35.00	\$30.00	\$22.00	\$16.00	\$0.00
99070,FCON	CONTR SP - FEMALE CONDOM	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00
99070,FEMS	FP MED - FEMSTAT	\$18.00	\$17.00	\$15.00	\$11.00	\$8.00	\$0.00
99070,FL04	FP MED - FLAGYL 04	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00
99070,FL14	FP MED - FLAGYL 14	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.00
99070,FOAM	CONTR SP - FOAM	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00
99070,IBUP	SS MED - IBUPROFEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99070,IUD	CONTR RX - IUD	\$187.00	\$168.00	\$150.00	\$112.00	\$75.00	\$0.00
99070,JELL	CONTR SP - JELLY	\$7.00	\$6.00	\$6.00	\$4.00	\$3.00	\$0.00
99070,L00V	ORAL RX - LO OVRAL	\$21.00	\$19.00	\$17.00	\$13.00	\$9.00	\$0.00
99070,L020	ORAL RX - LOESTRIN FE 1/20	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,L030	ORAL RX - LOESTRIN FE 1.5/30	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,LABL	CONTR SP - LABEL	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00
99070,LUNELLE	J3490 - LUNELLE	\$28.00	\$25.00	\$22.00	\$14.00	\$11.00	\$0.00
99070,METG	FP MED - METROGEL	\$21.00	\$19.00	\$17.00	\$13.00	\$9.00	\$0.00
99070,MIFE	SS MED - MIFEPREX	\$475.00	\$475.00	\$475.00	\$475.00	\$475.00	\$475.00
99070,MIRE	CONTR RX - MIRENA	\$360.00	\$288.00	\$216.00	\$144.00	\$72.00	\$0.00
99070,MISO	SS MED - MISOPROSTOL/CYTOTEC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99070,MODI	OAL RX - MODICON	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,NEVI	FP MED - NEVITOL	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00
99070,NORD	ORAL RX - NORDETTE	\$21.00	\$19.00	\$17.00	\$13.00	\$9.00	\$0.00
99070,NORP	CONTR RX - NORPLANT	\$333.00	\$300.00	\$267.00	\$200.00	\$134.00	\$0.00
99070,OBEN	SS MED - BENADRYL - ORAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99070,OCEP	ORAL RX - ORTHO CEPT	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,OCYC	ORAL RX - ORTHO CYCLEN	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,OMET	SS MED - METHEGRINE - ORAL	\$8.00	\$7.00	\$6.00	\$5.00	\$4.00	\$0.00
99070,ON35	ORAL RX - ORTHO NOVUM 1/35	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,ON50	ORAL RX - ORTHO NOVUM 1/50	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,ON77	ORAL RX - ORTHO NOVUM 777	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,OVRL	FP MED - LEVONORGESTREL (PLANB)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$0.00

Planned Parenthood of the Rochester/Syracuse Region, Inc.  
Sliding Fee Scale 2004

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	Paycode >>>	Full	2	3	4	5	No-Pay
99070,PREV	FP MED - PREVEN	\$10.00	\$9.00	\$8.00	\$6.00	\$4.00	\$0.00
99070,PYRI	FP MED - PYRIDIUM	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$0.00
99070,SCOM	SS MED - COMPAZINE - SUPPOSITOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99070,SLNT	FP MED - SILVER NITRATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99070,SUPR	FP MED - SUPRAX	\$10.00	\$9.00	\$8.00	\$6.00	\$4.00	\$0.00
99070,TERA	FP MED - TERAZOL	\$18.00	\$16.00	\$14.00	\$11.00	\$8.00	\$0.00
99070,TRFE	SS MED/INJ - TRAY FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99070,TRIC	ORAL RX - TRICYCLEN	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,TRIP	ORAL RX - TRIPHASIL	\$29.00	\$27.00	\$24.00	\$18.00	\$13.00	\$0.00
99070,VCF	CONTR SP - VAGINAL CONTR FILM	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00
99070,XYLC	FP MED - XYLOCAINE OINTMENT	\$4.00	\$4.00	\$3.00	\$3.00	\$2.00	\$0.00
99070,ZITH	FP MED - ZITHROMAX	\$20.00	\$18.00	\$16.00	\$12.00	\$8.00	\$0.00
99211,FPDP	FP VISIT - ESTAB, MINIMAL (DEPO)	\$23.00	\$21.00	\$17.00	\$13.00	\$8.00	\$0.00
99211,FPLW	FP VISIT - LAB WORK/PROCEDURE ONLY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99211,FPOR	FP VISIT - ESTAB, MINIMAL (ORAL)	\$23.00	\$21.00	\$17.00	\$13.00	\$8.00	\$0.00
99401,CDIN	COUNSELING - INFERTILITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CE15	COUN VISIT - 15 MINUTES	\$25.00	\$23.00	\$19.00	\$14.00	\$10.00	\$0.00
99401,CN15	COUN VISIT - NEW PAT. 15 MINUTES	\$25.00	\$23.00	\$19.00	\$14.00	\$10.00	\$0.00
99401,CSAB	COUNSELING - ABSTINENCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSAP	COUNSELING - APPS (SYRACUSE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSDP	COUNSELING - DEPRESSION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSFP	COUNSELING - CONTRACEPTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSGC	COUNSELING - OTHER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSME	COUNSELING - MENOPAUSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSOP	COUNSELING - OPTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSPI	COUNSELING - PRENATAL INSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSPT	COUNSELING - PREGNANCY TEST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSSE	COUNSELING - SEXUALITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSSI	COUNSELING - S T I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,CSST	COUNSELING - STERILIZATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,HVRV	COUNSELING - TEST RESULTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,POSZ	COUNSELING - POST SIZING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99401,PRES	COUNSELING - PRESUMPTIVE SCREENING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99402,CE30	COUN VISIT - 30 MINUTES	\$45.00	\$40.00	\$34.00	\$25.00	\$16.00	\$0.00
99402,CN30	COUN VISIT - NEW PAT. 30 MINUTES	\$45.00	\$40.00	\$34.00	\$25.00	\$16.00	\$0.00
99403,CE45	COUN VISIT - 45 MINUTES	\$25.00	\$23.00	\$19.00	\$14.00	\$9.00	\$0.00
99403,CN45	COUN VISIT - NEW PAT. 45 MINUTES	\$25.00	\$23.00	\$19.00	\$14.00	\$9.00	\$0.00
99404,CE60	COUN VISIT - 60 MINUTES	\$25.00	\$23.00	\$19.00	\$14.00	\$9.00	\$0.00
99404,CN60	COUN VISIT - NEW PAT. 60 MINUTES	\$25.00	\$23.00	\$19.00	\$14.00	\$9.00	\$0.00
99411,CGEP	COUN VISIT - SUPPT GRP 30 MINUTES	\$25.00	\$23.00	\$19.00	\$14.00	\$9.00	\$0.00
99412,CGEP	COUN VISIT - SUPPT GRP 60 MINUTES	\$25.00	\$23.00	\$19.00	\$14.00	\$9.00	\$0.00
99420,HVRA	COUNSELING - TEST/RISK ACESS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99456,MCEP	MISC CHGS - PHYSICAL EXAM PAPERS	\$15.00	\$14.00	\$12.00	\$9.00	\$6.00	\$0.00
99499,FPSZ	FP PROCEDURE - SIZING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

1/9/2004