

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI, Contract # _____
May 18, 2023**

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI**

This Grant Contract issued and entered into pursuant to Substitute Resolution RS2022-1734, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI, ("Recipient"), is for the provision of sexual and reproductive health education services and supplies, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the funds to:

Provide comprehensive sexual health education in Nashville and Davidson County, distribution of safer sex supply kits, and distribution of accurate information about reproductive health care.

The Recipient will not use the funds in any manner that would violate Tennessee law including, but not limited to, for the purposes of assisting a person in obtaining a "criminal abortion" that is prohibited by Tenn. Code Ann. § 39-15-213 or for travel to another state for the purpose of obtaining an abortion that would be a criminal abortion if performed in Tennessee. .

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on June 6, 2023 and ending on June 30, 2023. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Five Hundred Thousand and No/100th dollars (\$500,000.00). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Grant contract between the Metropolitan Government of Nashville and Davidson County and PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI, Contract # _____ May 18, 2023

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

Final invoices for the contract period should be received by Metro Payment Services by July 15, 2022. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro's Office of Grants and Accountability (OGA), within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

Grant contract between the Metropolitan Government of Nashville and Davidson County and PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI, Contract # _____ May 18, 2023

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for

Grant contract between the Metropolitan Government of Nashville and Davidson County and PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI, Contract # _____ May 18, 2023

review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received by Metro's Office of Grants and Accountability (OGA), by no later than December 15, 2023, and a Final Program Report, to be received by Office of Grants and Accountability (OGA), within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.15 **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify

Grant contract between the Metropolitan Government of Nashville and Davidson County and PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI, Contract # _____ May 18, 2023

Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

- D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.17. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or

Grant contract between the Metropolitan Government of Nashville and Davidson County and PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI, Contract # _____ May 18, 2023

controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Office of Grants and Accountability
700 President Ronald Reagan Way, Ste 201
PO Box 196300
Nashville, TN 37219-6300
(615) 862-6726 phone, (615) 880-2800 fax

For enquiries regarding invoices:
Office of Management & Budget
700 President Ronald Reagan Way, Ste 201
PO Box 196300
Nashville, TN 37219-6300
(615) 862-6509, (615) 880-2800 fax

Recipient

Eileen Fickes
Grants and Research Manager
Planned Parenthood of Tennessee and North Mississippi
50 Poplar Avenue, Ste. 250
Nashville, TN 37228
615-277-1463 phone

D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI, Contract # _____
May 18, 2023**

D.25. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - i. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iii. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.26. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

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**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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May 18, 2023**

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

APPROVED AS TO AVAILABILITY OF
FUNDS:

DocuSigned by:

Kelly Flannery

Director of Finance DS
AP

APPROVED AS TO FORM AND
LEGALITY

DocuSigned by:

Derrick C. Smith

Metropolitan Attorney DS
DC

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**RECIPIENT: PLANNED PARENTHOOD OF
TENNESSEE AND NORTH MISSISSIPPI**

DocuSigned by:

By: *Kristal Knight*

53AD29985B5049B...

Title: Chair, Board of Directors

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
GRANT SPENDING PLAN**

RECIPIENT NAME:	Planned Parenthood of Tennessee and North Mississippi
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 06/06/23 through 06/30/23				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$222,397.00		\$222,397.00
	Benefits and Taxes [(25%)]	\$55,599.00		\$55,599.00
	Professional Fees			\$0.00
	Supplies	\$106,381.00		\$106,381.00
	Communications			\$0.00
	Postage and Shipping			\$0.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings	\$15,623.00		\$15,623.00
	Insurance			\$0.00
	Specific Assistance to Individuals	\$100,000.00		\$100,000.00
	Other Non-Personnel			\$0.00
	GRAND TOTAL	\$500,000.00	\$0.00	\$500,000.00



ATLANTA GA 39901-0001

In reply refer to: 0752857837
May 13, 2016 LTR 4168C 0
62-6073178 000000 00
00025408
BODC: TE

PLANNED PARENTHOOD GREATER MEMPHIS
REGION INC
2430 POPLAR AVE
MEMPHIS TN 38112-3246



020954

Employer ID Number: 62-6073178
Form 990 required: YES

Dear Taxpayer:

We issued you a determination letter in December 1967, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

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May 13, 2016 LTR 4168C 0
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PLANNED PARENTHOOD GREATER MEMPHIS
REGION INC
2430 POPLAR AVE
MEMPHIS TN 38112-3246

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3

STATE OF TENNESSEE
CHARTER OF INCORPORATION

BE IT ENACTED, That Mrs. Jerome P. Long, Jr., Mrs. Lawrence Coe, Mrs. George Lee Newton, Mrs. Frank G. Barton, Jr., and Alfred B. Pittman, Jr., are hereby constituted a body politic and corporate by the name and style of "BIRTH CONTROL ASSOCIATION OF MEMPHIS," Memphis, Tennessee.

The general powers of said corporation shall be, to sue and be sued by the corporate name; to have and use a common seal, which it may alter at pleasure; if no common seal then the signature of the name of the corporation by any duly authorized officer shall be legal and binding; to purchase and hold or receive by gift, bequest or devise, in addition to the personal property owned by said corporation, real estate necessary for the transaction of the corporate business, and also to purchase or accept any real estate in payment or in part payment of any debt due to the corporation, and sell the same; to establish by-laws, and make all rules and regulations not inconsistent with the laws and Constitution deemed expedient for the management of corporate affairs, and to appoint such subordinate officers and agents in addition to a President, Vice-President, Secretary and Treasurer, as the business of the corporation may require, designate the name of the office and fix the compensation of the officer.

The said five or more incorporators shall, within a convenient time after the registration of this charter in the office of the Secretary of State, elect from their number a President, Vice-President, Secretary-Treasurer, said officers and the other incorporators to constitute the first Board of Directors. In all elections each member to be entitled to one vote, either in person or by proxy, and the result to be determined by a majority of the votes cast. Due notice of any election must be given by advertisement in a newspaper, personal notice to the members, or a day stated on the minutes of the Board six months preceding the election. The Board of Directors shall keep a record of all their proceedings, which shall be at all times subject to the inspection of any member.

The Board of Directors may have the power to increase the number of Directors from five to a majority if they deem the interest of the corporation requires such increase. And the first or any subsequent Board of Directors may have the power to elect other members, who, on acceptance of membership, shall become corporators equally with the original corporators. The Board of Directors shall have the right to determine what amount of money paid into the treasury shall be a prerequisite for membership, or, if necessary, what amount shall be thus annually paid, and failure thus to pay shall, in the discretion of the Directors, justify the expulsion of said defaulting member. The term of all officers may be fixed by the by-laws, the said term not, however, to exceed two years. All officers held over until their successors are duly elected and qualified.

The general purposes of the organization are: To educate the public concerning the medical, social, eugenic and ethical importance of birth control; to provide clinical and other services for birth control; to cooperate with the Birth Control Federation of America.

The purposes for which this charter is granted are purely educational and

and not individual profit, and hence the members are not stockholders in the

of the term, and hence the members are not stockholders in the

The members may at any time voluntarily dissolve the corporation by a convergence of its

A violation of any of the provisions of this charter shall subject the corporation to dissolution at the instance of the State.

This charter is subject to modification or amendment; and in case said modification or amendments is not accepted, corporate business is to cease, and the assets and property, after payment of debts, are to be conveyed, as aforesaid, to some other corporation holding a charter for purposes not connected with individual profit. Acquiescence in any modification thus declared shall be determined in a meeting specially called for that purpose, and only those voting in favor of the modification shall thereafter compose the corporation.

The means, assets, income or other property of the corporation shall not be employed directly or indirectly for any other purpose whatever than to accomplish the legitimate objects of its creation, and by no implication shall it possess the power to issue notes or currency, deal in currency, notes or coin, buy or sell products, or engage in any kind of trading operation, nor hold any more real estate than is necessary for legitimate purposes.

Expulsion shall be the only remedy for the nonpayment of dues by the members, and there shall be no individual liability against the members for corporate debts, but the entire corporate property shall be liable for the claims of creditors.

We, the undersigned, apply to the State of Tennessee, by virtue of the laws of the land, for a Charter of Incorporation for the purposes and with the powers, declared in the foregoing instrument.

WITNESS our hands this 18 day of April, 1939.

Alfred B. Pittman, Jr.
Subscribing witness.

- Mrs. Jerome P. Long, Jr.
- Mrs. Frank G. Barton, Jr.
- Mrs. George Lee Newton
- Mrs. Lawrence Coe
- Alfred B. Pittman, Jr.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, Zera Womack, Notary Public of said County the within named Alfred B. Pittman, Jr., the subscribing witness and incorporator, with whom I am personally acquainted and who acknowledged that he executed the within application for a charter of incorporation for the purposes therein contained and expressed, and the said Alfred B. Pittman, Jr., subscribing witness to the signatures subscribed to the within application, being first duly sworn, deposed and said that he is personally acquainted with the within named incorporations, Mrs. Jerome P. Long, Jr., Mrs. Lawrence Coe, Mrs. George Lee Newton, and Mrs. Frank G. Barton, Jr., and that they did, in his presence, acknowledge that they executed the within application for a charter of incorporation for the purposes therein contained and expressed.

18th day of April, 1939.

Zera Womack

Notary Public

Fee \$5.00

APPLICATION FOR AMENDMENT TO CHARTER OF
BIRTH CONTROL ASSOCIATION OF MEMPHIS

WHEREAS, At a special meeting of the members of the Birth Control Association of Memphis, properly called and held in Memphis, Tennessee on the 25th day of March, 1941, a resolution was unanimously passed and adopted authorizing Mrs. Lawrence Coe, the President of said Association and Mrs. George Lee Newton, Secretary of the Association, to apply for an amendment to the Charter of the said Association for the purpose of changing the name from "Birth Control Association of Memphis" to "The Memphis Association for Planned Parenthood, Inc."

NOW, THEREFORE, We, the undersigned President and Secretary of the said Association, apply to the State of Tennessee, by virtue of the general laws of the land, for an amendment to the said charter of the said corporation for the purpose of changing the name of the said Association as hereinabove set out.

WITNESS Our hands this ____ day of May, 1941.

Mrs. Lawrence Coe
President, Birth Control Association of Memphis

Mrs. George Lee Newton
Secretary, Birth Control Association of Memphis

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, _____, a Notary Public duly qualified and acting, the within named Mrs. Lawrence Coe and Mrs. George Lee Newton, President and Secretary respectively of Birth Control Association of Memphis, with whom I am personally acquainted, and who acknowledged that they executed the within application for an amendment to the charter of incorporation for the purpose therein contained and expressed.

WITNESS My hand and official seal this 27th day of May, 1941.

SEAL Ottillie Hauga
Notary Public
My commission expires January 8th, 1945

I, JOE C. CARR, Secretary of State, do hereby certify that this Amendment to Charter, with Certificate attached, of which the foregoing is a true copy, was this day registered and certified by me, this, the 27th day of May, 1941.

JOE C. CARR, Secretary of State

Fees: \$5.00

APPLICATION FOR AMENDMENT
TO THE CHARTER OF
THE MEMPHIS ASSOCIATION FOR PLANNED PARENTHOOD, INC.

WHEREAS, at a special meeting of the members of the Memphis Association For Planned Parenthood, Inc., properly called and held in Memphis, Tennessee on the 24th day of November, 1967, a resolution was unanimously passed and adopted authorizing Mrs. A. R. Scharff, Jr., the President of said Association, and Mrs. James Hill, Secretary of the Association, to apply for an amendment to the Charter of the said Association for the purpose of qualifying said Association as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954, as follows:

"Further, the members may, at any time, voluntarily dissolve the corporation by conveyance of its assets and property to the State of Tennessee, any county or municipality of the State or to any other corporation holding a Charter from the State of Tennessee for the purposes not of individual profit or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), first providing for corporate debts; provided, that assets and property so conveyed shall be used by the grantee for purposes similar to those of the conveying corporation.

whenever there has been no meeting of the members for a period of five (5) years or more, and because of the death of members or the condition of the corporate records it is impossible to notify a sufficient number of members to constitute a quorum, notice of a meeting of the members may be made by publication in some newspaper in the county where such corporation has its principal location, at least thirty (30) days before such meeting shall be held. The members attending such meeting shall be deemed to constitute a quorum for the purposes of electing directors or trustees, and authorizing such directors or trustees to dissolve the corporation and convey its property and assets in accordance with Tennessee Code Annotated Title 48 Section 1120."

NOW, THEREFORE, WE, the undersigned President and Secretary of the Association apply to the State of Tennessee by virtue of the general laws of the land, for amendment to said Charter of the said corporation for the purpose of qualifying said Association as an exempt organization under Section 501(c)(3) of the United States Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue law as hereinabove set out.

Witness our hands this 24th day of November, 1967.

Mrs. A. R. Schaff, Jr.
President of
The Memphis Association For
Planned Parenthood, Inc.

Mrs. Flora M. Hill
Secretary of
The Memphis Association For
Planned Parenthood, Inc.

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Personally appeared before me, A. R. Scharff, Jr.
a Notary Public, duly qualified and acting, the within named Mrs.
A. R. Scharff, Jr. and Mrs. James Hill, President and Secretary,
respectively, of The Memphis Association For Planned Parenthood,
Inc., with whom I am personally acquainted, and who acknowledged
that they executed the within application for an amendment to
the Charter of Incorporation for the purpose therein contained
and expressed.

Witness my hand and official seal this 24th day of
November, 1967.

A. R. Scharff, Jr.
Notary Public

My commission expires:

7-22-70

P-51, PAGE 6219

I, JOE C. CARR, Secretary of State, do hereby certify
that this amendment to charter, with certificate attached, the
foregoing of which is a true copy, was this day registered and
certified to by me. This the 1st day of December, 1967.

JOE C. CARR,
SECRETARY OF STATE

FEE: \$3.00

MAY 24, 1972

P-54, PAGE 2785

RESTATED CHARTER OF
THE MEMPHIS ASSOCIATION FOR PLANNED PARENTHOOD, INC.
Under Section 48-304 of the GENERAL CORPORATION ACT

PART I

- (a) The name of the corporation is The Memphis Association For Planned Parenthood, Inc.
- (b) The duration of the corporation is perpetual.
- (c) The address of the principal office of the corporation in this state shall be in Memphis, Shelby County, Tennessee.
- (d) The corporation is not for profit.
- (e) The purposes for which the corporation is organized are: (a) to promote public acceptance, interest and involvement in planned parenthood through education and public relations; and (b) to promote, develop and implement appropriate family planning services.
- (f) The corporation is to have no members.
- (g) The business and affairs of the corporation shall be managed by its Board of Directors.
- (h) The Board of Directors may, at any time, voluntarily dissolve the corporation by conveyance of its assets and property to the State of Tennessee, any county or municipality of the State or to any other corporation holding a

pality of the State or to any other corporation holding a Charter from the State of Tennessee for the purposes not of individual profit or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), first providing for corporate debts; provided, that assets and property so conveyed shall be used by the grantee for

MAY 24, 1972

P-54, PAGE 2786

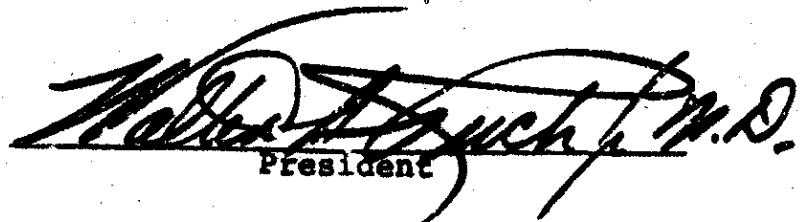
purposes similar to those of the conveying corporation.

Whenever there has been no meeting of the Board of Directors for a period of five (5) years or more, and because of the death of Directors or the condition of the corporate records it is impossible to notify a sufficient number of Directors to constitute a quorum, notice of a meeting of the Board of Directors may be made by publication in some newspaper in the county where such corporation has its principal location, at least thirty (30) days before such meeting shall be held. The Directors attending such meeting shall be deemed to constitute a quorum for the purposes of electing directors or trustees, and authorizing such directors or trustees to dissolve the corporation and convey its property and assets in accordance with Tennessee Code Annotated Title 48 Section 1120.

PART II

(a) The date the original charter was filed by the Secretary of State is April 19, 1939.

(b) The restated Charter restates the text of the original Charter, as amended, by deleting the Charter, as amended, and substituting this Restated Charter therefore.


President

P-54, PAGE 2787

I, JOE C. CARR, Secretary of State, do hereby certify that this amendment to charter, with certificate attached, the foregoing of which is a true copy, was this day registered and certified to by me. This the 24th day of May, 1972.

JOE C. CARR,
SECRETARY OF STATE

FEE: \$ 10.00

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STATE OF TENNESSEE

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ARTICLES OF AMENDMENT TO THE CHARTER
OF

THE MEMPHIS ASSOCIATION FOR PLANNED PARENTHOOD, INC.

HENRY CROWELL
SECRETARY OF STATE

Pursuant to the provisions of §48-60-105 of the Tennessee Nonprofit Corporation Act, the undersigned Corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is:

The Memphis Association for Planned Parenthood, Inc.

2. The text of each amendment adopted is set forth below. Note that this amendment changes the corporation's registered agent.

This corporation's entire charter, together with all amendments thereto and restated charters are all hereby deleted and the following substituted therefor:

- "1. The name of the corporation is

MEMPHIS PLANNED PARENTHOOD, INC.

2. This corporation is a public benefit corporation.

3. This corporation is not a religious corporation.

4(a). The complete address of the corporation's current registered office in Tennessee is Suite 1900, One Commerce Square, Memphis, Tennessee 38103, County of Shelby.

4(b). The name of the current registered agent, to be located at the address listed in 4(a) is Teresa J. Sigmon.

5. The complete address of the corporation's principal office is: 1407 Union Avenue, Memphis, Tennessee 38104 County of Shelby.

6. This corporation is a nonprofit corporation.

7. This corporation will have no members.

8. Upon dissolution the assets of the corporation shall be distributed and conveyed to the Planned Parenthood Federation of America, Inc., or any organization successor thereto; provided that, at the time of such dissolution and distribution this corporation is still affiliated with the Planned Parenthood Corporation of America or its successor and that organization is an organization exempt from Federal taxation under §501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law). Otherwise, the board of directors shall distribute the assets upon dissolution to any organization or organizations exempt from Federal taxation under §501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), or to any county or municipality in the state of Tennessee, or to the State of Tennessee.

9. The purpose of this organization is to provide leadership in making effective means of voluntary fertility control, including contraception, abortion and sterilization, available and fully accessible to all. The corporation shall seek to contribute to the health, stability and happiness of family life and of

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STATE OF TENNESSEE
88 JUN 27 PM 11:45
GENTRY CROFT
SECRETARY OF STATE

the individual comprising the family. It shall provide general and technical education of the value of planned parenthood and help to create public opinion favorable to it; it shall provide medically approved birth control information and services in conformity with the laws of Tennessee.

This corporation is organized and shall be operated exclusively for charitable, scientific, literary, religious and educational purposes; no part of the net earnings of this corporation shall inure to the benefit of any individual; no substantial part of the activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these articles, this corporation shall not carry on any activity no permitted to be carried on by (a) a corporation exempt from Federal income tax under §501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law) or (b) a corporation, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law).

10. A director of this corporation shall not be personally liable to the corporation for the monetary damages for breach of fiduciary duty as a director, except: (a) For any breach of the director's duty of loyalty to the corporation; (b) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (c) For liability for unlawful distributions under §48-58-304 of the Tennessee Nonprofit Corporation Act. Nothing herein is intended to alter or in any way affect the immunity from suit provided directors under §48-58-601 of the Tennessee Nonprofit Corporation Act."

- 3. The corporation is a nonprofit corporation.
- 4. The amendment was duly adopted on April 19, 1988 by the board of directors, as there are no members.
- 5. Additional approval for the amendment (as permitted by §48-60-301 of the Tennessee Nonprofit Corporation Act) was not required.

THE MEMPHIS ASSOCIATION FOR
PLANNED PARENTHOOD, INC.

BY: Blanche Deaderick
Blanche Deaderick
Secretary

6/22/88

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT
TO THE CHARTER
(Nonprofit)

For Office Use Only

SECRETARY OF STATE
2001 MAY 11 AM 9:30

CORPORATE CONTROL NUMBER (IF KNOWN) 0078651

PURSUANT TO THE PROVISIONS OF SECTION 48-60-105 OF THE TENNESSEE NONPROFIT CORPORATION ACT, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS CHARTER:

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS OF RECORD

MEMPHIS PLANNED PARENTHOOD, INC

IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:

MEMPHIS REGIONAL PLANNED PARENTHOOD, INC

2. PLEASE MARK THE BLOCK THAT APPLIES:

AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.

AMENDMENT IS TO BE EFFECTIVE, _____ (MONTH, DAY, YEAR)

(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING

3. PLEASE INSERT ANY CHANGES THAT APPLY:

[NOTE: IF CHANGING THE PRINCIPAL OR REGISTERED AGENT ADDRESS, A COMPLETE STREET ADDRESS, INCLUDING CITY, STATE, ZIP CODE, AND COUNTY MUST BE PROVIDED.]

4. THE CORPORATION IS A NONPROFIT CORPORATION.

5. THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF MEMBERSHIPS IS AS FOLLOWS:

6. THE AMENDMENT WAS DULY ADOPTED ON October 20, 1998 (MONTH, DAY, YEAR)
BY (Please mark the block that applies):

THE INCORPORATORS WITHOUT MEMBER APPROVAL, AS SUCH WAS NOT REQUIRED.

THE BOARD OF DIRECTORS WITHOUT MEMBER APPROVAL, AS SUCH WAS NOT REQUIRED.

THE MEMBERS.

7. INDICATE WHICH OF THE FOLLOWING STATEMENTS APPLIES BY MARKING THE APPLICABLE BLOCK:

ADDITIONAL APPROVAL FOR THE AMENDMENT (AS PERMITTED BY §48-60-301 OF THE TENNESSEE NONPROFIT CORPORATION ACT) WAS NOT REQUIRED.

ADDITIONAL APPROVAL FOR THE AMENDMENT WAS REQUIRED BY THE CHARTER AND WAS OBTAINED.

CEO
SIGNER'S CAPACITY

MAY 8, 2001
DATE

SIGNATURE

ELLEN RUBY-MARKIE
NAME OF SIGNER (TYPED OR PRINTED)

**CORPORATION ANNUAL REPORT
STATE OF TENNESSEE
SECRETARY OF STATE
SUITE 1800, JAMES K. POLK BUILDING
NASHVILLE, TN. 37243-0306**

AMOUNT DUE - \$20.00

CURRENT FISCAL YEAR CLOSING MONTH 06

IF DIFFERENT.

THIS REPORT IS DUE ON OR BEFORE 10/01/99

(1) SECRETARY OF STATE CONTROL NUMBER 0078651

OR FEDERAL EMPLOYER IDENTIFICATION NUMBER 62-6073178

(2A) NAME AND MAILING ADDRESS OF CORPORATION

MEMPHIS PLANNED PARENTHOOD, INC.

1407 UNION AVENUE

MEMPHIS, TN 38104



D 04/19/1939

NON-PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

3rd floor

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE

1407 UNION AVENUE, MEMPHIS, TN 38104

B. CHANGE OF PRINCIPAL ADDRESS:

STREET

CITY

STATE

ZIP CODE + 4

**** BLOCKS 4A AND 4B MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED ****

(4) A. NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE

NAME

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

PRESIDENT

JEANNE GRAY CARR 1407 UNION AVE, 3rd floor, MEMPHIS, TN 38104-2467

SECRETARY

SEE ATTACHED

B. BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY) SAME AS ABOVE NONE

OR LISTED BELOW:

NAME

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

SEE ATTACHED

(5) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

RENEE GREER

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

SUITE 700, 80 MONROE AVE., MEMPHIS, TN 38103-2467

(6) INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(BLOCK 5A AND/OR 5B.) THERE IS AN ADDITIONAL \$20.00 REQUIRED FOR CHANGES MADE TO THIS INFORMATION.

A. CHANGE OF REGISTERED AGENT:

LUCIEN PERA, ESQ

B. CHANGE OF REGISTERED OFFICE:

SUITE 700, 80 MONROE AVE. MEMPHIS, TN 38103-2467

STREET

CITY

STATE
TN

ZIP CODE + 4

COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR CHANGE, PLEASE CHECK APPROPRIATE BOX:

PUBLIC

PUBLIC
 MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX UNLESS OTHERWISE INDICATED. RELIGIOUS

(8) SIGNATURE

Jeanne Gray Carr

(9) DATE

7-1-99

(10) TYPE PRINT NAME OF SIGNER:

JEANNE GRAY CARR

(11) TITLE OF SIGNER

CEO / PRESIDENT

**** THIS REPORT MUST BE DATED AND SIGNED ****

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99 AUG 24 PM 9:03
SECRETARY OF STATE
TENNESSEE

**Memphis Planned Parenthood
Board of Directors Roster 1999 2000**

Ms. Carol Barnett
5840 Haymarket Road
Memphis, TN 38120
wk: 526-1318
wk fax: 526-0174
hm: 685-7268
hm fax: 794-1765
Project Coordinator, Memphis Club Foundation and
Executive Director, Concerts International
White/Female

Ms. Debbie Binswanger
8257 Beekman Place
Germantown, TN 38139
hm: 754-6966
hm fax: 753-1209
Community Volunteer
White Female

The Rev. Burton Carley
172 Ericson Road
Cordova, TN 38018
wk: 526-8631
wk fax: 526-8632
hm: 759-1848
Minister, Church on the River
White Male

Ms. Karen M. Carothers
P.O. Box 111348
Memphis, TN 38111
wk: 323-4993
fax: 323-5264
Executive Director, United Methodist
Neighborhood Centers of Memphis
African-American Female

Michael Ching
Univ. of Memphis, South Campus #47
Memphis, TN 38152
wk: 678-2706
fax: 678-3506
Artistic Director, Opera Memphis
Asian-American Male

Ms. Bridget Chisolm
35 Union Avenue, Suite 301
Memphis, TN 38103
wk: 529-0050
hm: 521-6507
Managing Partner, Delta Bluff LLC
African-American Female

Barbara Duncan-Cody, M.D.
1174 Poplar Avenue
Memphis, TN 38105
wk: 278-1412
OB/GYN
African-American Female

Jim Edelman, Treasurer
204 S. Yates
Memphis, TN 38120
hm:
wk: 761-9500
Analyst, Highland Capital
White Male

Martin Foschini, Ph.D.
209 S. Edgewood Street
Memphis, TN 38104
wk: 726-1284
wk fax: 726-4396
hm: 272-8669
Clinical Psychologist
White Female

Nancy Fuller, M.D.
330 Crestmont Cove
Cordova, TN 38018
hm: 757-7952
UT/UTMG
White Female

Ms. Gail P. George
2719 Oakleigh Lane
Germantown, TN 38138
Hm: 753-4060
Fax: 753-4787
Consultant/London Bridges Antiques
White Female

Lee House, J.D., Ph.D.
2221 Hickory Crest Drive
Memphis, TN 38119
wk: 678-3973
wk fax: 678-3526
hm: 758-0769
Assistant VP of Student Affairs, University
of Memphis
African-American/Male

Ms. Patricia Howard, Secretary
Girls, Inc.
152 Beale Street
2nd Floor
Memphis, TN 38103
wk: 523-0217, ext. 207
fax: 523-0456
African-American/Female

Ms. Janice Isenberg
8576 Woodlane Drive
Germantown, TN 38138-7713
hm: 754-9396
fax: 624-2716
Psychotherapist; Mediator
White/Female

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SECRETARY'S OFFICE

Ms. Linda Morris Johnson
2220 North Parkway
Memphis, TN 38112
wk: 577-7353
hm: 458-4586
Physician, Veteran's Administration
African-American Female

Ms. Angie King
1478 Goodbar Avenue
Memphis, TN 38104
hm: 722-8719
wk: 274-3007
Architect
White/Female

Barbara Lapidus, Esq.
Hanover, Walsh, Jalenak & Blair
22 North Front Street, 5th Floor
Memphis, TN 38103
wk: 526-0621
wk fax: 521-9759
hm: 761-0698
White/Female

Sheri Lipman, Esq.
1737 Faxon Avenue
Memphis, TN 38112
wk: 524-5108
hm: 278-7037
Attorney, Burch, Porter & Johnson
White Female

Ms. Keenon McCloy
125 North Main, Room 414
Memphis, TN 38103
wk: 576-6836
Deputy Director, Division of Public Services, City of
Memphis
White/Female

Jesse McClure, Ph.D. Vice Chair
6419 Candlewood Cove
Memphis, TN 38119
wk: 942-7305
hm: 680-0417
VP of Academic Affairs, LeMoyné-Owen College
African-American Male

Ms. Snow Morgan
6830 Massey Lane
Memphis, TN 38120
hm: 685-8091
Community Volunteer
White/Female

Linda Nichols, Ph.D.
~~2033 Hallwood Drive~~
Memphis, TN 38107
wk: 523-8990 ext. 5087
hm: 278-1213
Director, Interdisciplinary Team Training, Veteran's
Administration Medical Center
White Female

Ms. Stacey Powell
4344 Old Forest Road
Memphis, TN 38125
wk: 572-5439
pgr: 537-5603
hm: 755-4155
Director of Nursing, LeBonheur Children's Medical
Center
African-American Female

Ms. Bess Schaberg
238 Lombardy Road
Memphis, TN 38111
hm: 458-9100
Community Volunteer
White/Female

Jonathan Scharff, Esq.
Harris, Shelton, Dunlap & Cobb
One Commerce Square, Suite 2700
Memphis, TN 38103
wk: 525-1455
White Male

Ms. Stephanie Sklar
NBC Capital Markets Group, Inc.
850 Ridge Lake Boulevard, Suite 400
Memphis, TN 38120
wk: 842-3771
fax: 842-3763
hm: 763-0557
Account Executive
White/Female

Ms. Dorchelle Terrell Spence
8 South Third Street, Suite 400
Memphis, TN 38103
wk: 722-0260
fax: 527-1642
hm: 272-1236
Public Relations/Marketing
Black Female

Kathryn E. Story, Esq.
482 Cherry Road
Memphis, TN 38117
wk: 678-2997
fax: 678-4534
Asst. Dean for Judicial Affairs,
University of Memphis
White/Female

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Ms. Baylor Ledbetter Stovall
236 St. Andrews Fairway
Memphis, TN 38111
wk: 767-2800
fax: 767-3828
hm: 821-0515
Business Owner Ledbetter Lusk Gallery
White/Female

08/24/03 11:31:13

Peggy Veser, Ed. D., R.N., CS
College of Nursing
877 Madison Avenue
Memphis, TN 38163
wk: 448-7464
fax: 448-4121
hm: 685-5460
Assoc. Dean for Academic Affairs, Dir. University
Health Services
White/Female

Ms. Ericka Wojack, Board Chair
8521 Beaverwood Drive
Germantown, TN 38138
wk: 759-9490
fax: 755-7050
Consultant, The Salisbury Group, LLC
White/Female

Legal Counsel

Lucien Pera, Esq.
Armstrong, Allen, Prewitt, Gentry, Johnston, and
Holmes
80 Monroe, Suite 700
Memphis, TN 38103
wk: 524-4942
fax: 524-4936

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SECRETARY OF STATE

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 09/26/07
REQUEST NUMBER: 6136-0456
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 09/26/07 0808
EFFECTIVE DATE/TIME: 09/26/07 1630
CONTROL NUMBER: 0078651

TO:
PLANNED PARENTHOOD GREATER MEMPHIS
REGION, INC.
1407 UNION AVE/#300
MEMPHIS, TN 38104

RE:
PLANNED PARENTHOOD GREATER MEMPHIS REGION, INC.
ARTICLES OF AMENDMENT TO THE CHARTER

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN
EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE
OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS
PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: ARTICLES OF AMENDMENT TO THE CHARTER

ON DATE: 09/26/07

FROM:
MEMPHIS REGIONAL PLANNED PARENTHOOD INC
1407 UNION AVE.
3RD FLOOR
MEMPHIS, TN 38104-3671

RECEIVED: FEES \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00004273045
ACCOUNT NUMBER: 00319176



SS-4458

RILEY C. DARNELL
SECRETARY OF STATE

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT
TO THE CHARTER
(Nonprofit)

For Office Use Only

FILED

CORPORATE CONTROL NUMBER (IF KNOWN) 0078651

PURSUANT TO THE PROVISIONS OF SECTION 48-60-105 OF THE TENNESSEE NONPROFIT CORPORATION ACT, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS CHARTER:

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS OF RECORD:
Memphis Regional Planned Parenthood, Inc.
IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:
Planned Parenthood Greater Memphis Region, Inc.

2. PLEASE MARK THE BLOCK THAT APPLIES:
 AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.
 AMENDMENT IS TO BE EFFECTIVE, 7/1/07 (MONTH, DAY, YEAR)
(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING.

3. PLEASE INSERT ANY CHANGES THAT APPLY:
A. PRINCIPAL ADDRESS: N/A STREET ADDRESS
CITY STATE/COUNTRY ZIP CODE
B. REGISTERED AGENT: _____
C. REGISTERED ADDRESS: _____ STREET ADDRESS
CITY TN STATE ZIP CODE COUNTY
D. OTHER CHANGES: _____

4. THE CORPORATION IS A NONPROFIT CORPORATION.

5. THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF MEMBERSHIPS IS AS FOLLOWS:
N/A

6. THE AMENDMENT WAS DULY ADOPTED ON 6/23/07 (MONTH, DAY, YEAR)
BY (Please mark the block that applies):
 THE INCORPORATORS WITHOUT MEMBER APPROVAL, AS SUCH WAS NOT REQUIRED.
 THE BOARD OF DIRECTORS WITHOUT MEMBER APPROVAL, AS SUCH WAS NOT REQUIRED.
 THE MEMBERS

7. INDICATE WHICH OF THE FOLLOWING STATEMENTS APPLIES BY MARKING THE APPLICABLE BLOCK:
 ADDITIONAL APPROVAL FOR THE AMENDMENT (AS PERMITTED BY §48-60-301 OF THE TENNESSEE NONPROFIT CORPORATION ACT) WAS NOT REQUIRED.
 ADDITIONAL APPROVAL FOR THE AMENDMENT WAS REQUIRED BY THE CHARTER AND WAS OBTAINED.

PRESIDENT
SIGNER'S CAPACITY
9/19/07
DATE

Barry Chase
SIGNATURE
BARRY CHASE
NAME OF SIGNER (TYPED OR PRINTED)

FILED

MAY 24, 1972

P-54, PAGE 2785

RESTATED CHARTER OF
THE MEMPHIS ASSOCIATION FOR PLANNED PARENTHOOD, INC.
Under Section 48-304 of the GENERAL CORPORATION ACT

PART I

- (a) The name of the corporation is The Memphis Association For Planned Parenthood, Inc.
- (b) The duration of the corporation is perpetual.
- (c) The address of the principal office of the corporation in this state shall be in Memphis, Shelby County, Tennessee.
- (d) The corporation is not for profit.
- (e) The purposes for which the corporation is organized are: (a) to promote public acceptance, interest and involvement in planned parenthood through education and public relations; and (b) to promote, develop and implement appropriate family planning services.
- (f) The corporation is to have no members.
- (g) The business and affairs of the corporation shall be managed by its Board of Directors.
- (h) The Board of Directors may, at any time, voluntarily dissolve the corporation by conveyance of its assets and property to the State of Tennessee, any county or municipality of the State or to any other corporation holding a

MAY 24, 1972

P-54, PAGE 2786

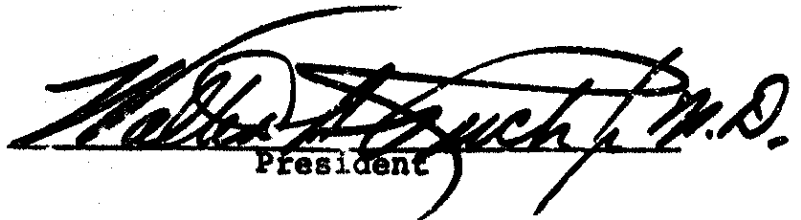
purposes similar to those of the conveying corporation.

Whenever there has been no meeting of the Board of Directors for a period of five (5) years or more, and because of the death of Directors or the condition of the corporate records it is impossible to notify a sufficient number of Directors to constitute a quorum, notice of a meeting of the Board of Directors may be made by publication in some newspaper in the county where such corporation has its principal location, at least thirty (30) days before such meeting shall be held. The Directors attending such meeting shall be deemed to constitute a quorum for the purposes of electing directors or trustees, and authorizing such directors or trustees to dissolve the corporation and convey its property and assets in accordance with Tennessee Code Annotated Title 48 Section 1120.

PART II

(a) The date the original charter was filed by the Secretary of State is April 19, 1939.

(b) The restated Charter restates the text of the original Charter, as amended, by deleting the Charter, as amended, and substituting this Restated Charter therefore.


President

P-54, PAGE 2787

I, **JOE C. CARR, Secretary of State**, do hereby certify that this amendment to charter, with certificate attached, the foregoing of which is a true copy, was this day registered and certified to by me. This the 24th day of May, 1972.

JOE C. CARR,
SECRETARY OF STATE

FEE: \$ 10.00

BYLAWS
Planned Parenthood Greater Memphis Region, Inc. (PPGMR)
Approved by the Board June 29, 2015

ARTICLE I
NAME

The name of this organization shall be Planned Parenthood Greater Memphis Region, Inc. (hereinafter referred to as "PPGMR"), unless changed by a majority vote of the Board.

ARTICLE II
PURPOSE

Section 1. The purpose of PPGMR shall be in harmony with that of Planned Parenthood Federation of America, Inc. (hereinafter referred to as "PPFA"), which is "...to provide comprehensive reproductive and complementary health care services in settings which preserve and protect the essential privacy and rights of each individual, to advocate public policies which guarantee these rights and ensure access to such services, and to provide educational programs which enhance understanding of individual and societal implications of human sexuality." This organization shall seek to be a leader in providing and defending comprehensive sexual health care services in the Mid-South and engaging in other activities that are consistent with, and related to, this purpose.

Section 2. PPGMR shall maintain affiliation with PPFA and shall operate its programs in conformity with accepted standards established by PPFA, and in conformity with the Standards of Affiliation as detailed in the Bylaws of PPFA.

Section 3. PPGMR is a nonprofit public benefit corporation with no members.

Section 4. PPGMR shall not engage in any activity that will jeopardize PPGMR's federal income tax exemption and shall not attempt to influence legislation except to the extent permitted by Section 501 or any succeeding or related section of the Internal Revenue Code, nor participate or intervene in any political campaign of any candidate for public office.

ARTICLE III
NON-DISCRIMINATION AND DIVERSITY

PPGMR shall work affirmatively to achieve diversity among its Board members, employees, volunteers, client base and donors and shall not discriminate, exclude or deny benefits to any person on the basis of race, color, national origin, religion, gender, age, sexual preference or orientation, gender identity, gender expression, disability, income, marital status, or any other basis prohibited by applicable law. This policy applies to programs and activities carried out directly by PPGMR or through a contractor or any other entity with whom PPGMR arranges to carry out its programs and activities.

ARTICLE IV
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The affairs of PPGMR shall be governed by its Board of Directors (“Board”) in accordance with the Standards of Affiliation as detailed in the PPFA Bylaws. The General Duties of the Board shall include:

- Work affirmatively to promote diversity and nondiscrimination in its membership, programs, services and policies of PPGMR;
- Establish policies and approve programs of PPGMR in order to assure legal compliance with PPGMR nonprofit tax exempt status under state and federal law; and
- Act in conformance and approve or disapprove actions brought before it based on majority vote at any meeting where a quorum is present, unless a greater vote requirement is set out in these bylaws. A quorum shall consist of one-third of the current members of the Board.

Section 2: Among the specific responsibilities and duties of the Board shall be:

- Election and removal of directors and officers of the Board and filling any vacancies on the Board;
- Evaluation of the Board;
- Creation of support and advisory groups and committees;
- Selection and appointment of, delegation of authority to, and evaluation of the CEO /President;
- Monitoring the activities of PPGMR and requiring and reviewing periodic reports on operations from the CEO/ President;
- Fundraising for PPGMR including an annual personal give or get contribution;
- Develop PPGMR’s financial and other major policies to help ensure the diversification and growth of PPGMR funding;
- Long-range strategic planning for PPGMR including its mission, policies and strategic goals and approval of any material changes in services or new services provided by PPGMR;
- Advocacy and support for the mission and goals of PPGMR within the community and state;
- Adoption and monitoring of PPGMR’s annual budget to ensure that PPGMR is managed in accordance with sound financial and business principles to maintain reserves and protect the assets and investments of PPGMR;
- Approval of the selection of an independent auditor’s management letter and management’s response thereto; meet with the auditor outside the presence of staff; ultimate responsibility for the financial well-being of PPGMR; and quarterly review of the balance sheet and statement of financial activities;
- Approval of the purchase, sale, lease or rental of assets of PPGMR;

- Ensures plans and structures are in place to support PPGMR's Risk and Quality Management program, and verifies that these plans address all organizational risks, inclusive of operational, financial, technological, strategic, client care-related, and legal;
- Final responsibility and jurisdiction over the actions of any officer, committee, or director of the Board;
- Maintenance of a permanent record of the activities of the Board.

Section 3. The Board shall hold at least five (5) regular meetings per year, at times and places determined by the Board, with the annual meeting to be held in June of each year. The regular meeting schedule shall be published at the start of the fiscal year and delivered to the directors in a manner calculated to reach them. Amendments to the regular meeting schedule may be published by written or oral notice and may be distributed by telephone, email, mail or fax.

Special meetings of the Board may be called by or at the request of the Board Chair or any two directors. Notice of each such meeting shall be given to each director at least two calendar days before the day on which the meeting is to be held, except in cases where greater notice is required by the Tennessee Nonprofit Corporation Act. Oral notice is effective when received by the director, when a voicemail message is left on the director's telephone, or when received by a person authorized to take messages from PPGMR for the director. Written notice may be distributed by mail, email, or fax and is effective at the earliest of the following: (a) when received; (b) three days after its deposit in the U.S. mail (c) when transmission of the notice is confirmed, if sent by fax to a number authorized by the director; or (d) when emailed to an email address authorized by the director.

Every special meeting notice shall state the date, time and place of the meeting, but except as otherwise provided in these bylaws or the Tennessee Nonprofit Corporation Act, need not state the purpose of the meeting. A director may waive any such notice either before or after the special meeting in a writing signed by the director, which waiver shall be filed with the minutes or other corporate records. A director may also waive such notice by attendance at or participation in a special meeting unless the director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. A director may participate by telephone in any special meeting duly noticed.

Section 4. There shall be not fewer than fifteen (15) nor more than forty (40) directors, as fixed from time to time by the Board. In general, approximately one-third (1/3) of the directors shall be elected annually for a term of three (3) years. Directors may be re-elected for two (2) additional terms. Thereafter, except as otherwise set out in these bylaws, a director shall not be eligible for re-election to the Board until one (1) year has elapsed; provided however, that the Board may, in its discretion, extend the term of any director for a one (1) year period when it deems such extension to be in the best interest of PPGMR. All directors shall serve without compensation. Notwithstanding the provisions of this Section, the immediate past Board Chair shall continue to serve for one year following the expiration of his or her term of office and shall continue to be a director of the Board during that year.

Section 5. Directors shall be elected by a majority of the Board at PPGMR's annual meeting from a slate presented by the Board Governance Committee, or at any other regular directors' meeting during the year, upon the recommendation of the Board Governance Committee or by nomination from the floor as herein provided. If there are nominations for director in addition to the Board Governance Committee's slate, voting shall be by written ballot. Vacancies occurring on the Board shall be filled by

election by the remaining directors from candidates presented by the Board Governance Committee. The persons so elected shall hold office until the next annual meeting, at which time they may be elected for a full three-year term. A director elected to fill a partial term of less than two years may be elected thereafter to serve two (2) full terms. In the event of vacancies of the entire Board (where there is no director left to fill the remaining vacancies), PPFA or its successor organization shall designate and appoint one or more directors or the entire Board, and after such designations and appointments, the Board shall again become self-perpetuating in the manner set forth in these bylaws.

Section 6. A quorum shall consist of one-third (1/3) of the then-serving members of the Board. When a quorum is once present to organize a meeting, a meeting may be later adjourned despite the absence of a quorum caused by the subsequent withdrawal of one or more of those present. Except as otherwise provided in these bylaws, when a quorum is once present to organize a meeting, a majority vote of the directors present at such meeting shall make decisions on all matters.

The members of the Board or of any committee may participate in a meeting of the Board or committee by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this bylaw shall constitute presence in person at the meeting.

Section 7. Whenever the Board is required or permitted to take any action by vote, such action may be taken without a meeting. If all directors consent to taking such action without a meeting, the affirmative vote of the number of directors that would be necessary to authorize or take such action at a meeting is the act of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each director and included in the minutes filed with the corporate records reflecting the action taken. Action taken under this section has the effect of a meeting vote.

Section 8. Upon recommendation by the Board Chair and Board Governance Committee, the Board Chair may request the resignation of a director who fails to support and attend a reasonable number of Board and PPGMR events or to participate actively in work of the Board. A director may also be removed from the Board with or without cause. "Cause" shall mean acts or omissions which in the opinion of a majority of the Board are materially injurious to PPGMR. A director may be removed only at a meeting called for the purpose of removing the director. The notice of a meeting called for the purpose of removing a director must state that the purpose, or one of the purposes, of the meeting is the removal of the director, such notice must be given in writing at least seven (7) days prior to the meeting. Removal of a director shall be by two-third (2/3) vote of the directors present at the meeting.

Section 9. No member of PPGMR staff shall serve as a director of PPGMR.

Section 10. Any director desiring to resign shall submit his or her resignation in writing to the Board Chair. A resignation is effective when the notice is received, unless the notice specifies a later effective date.

Section 11. There shall be no discrimination in the selection of the Board, volunteers, or staff on the basis of race, color, religion, gender, age, marital status, sexual preference or orientation, gender identity, gender expression, ethnicity, national origin, income, or disability.

Section 12. No director nor any director's immediate family may be employed by PPGMR. Any director who desires to become an employee of PPGMR shall resign as a director prior to making

application for employment. No employee of Planned Parenthood Federation of America or any affiliate, including PPGMR may serve as a director of any affiliate nor hold an elective office on the Board nor have any voting privileges in PPGMR. Notwithstanding the above, the Chief Executive Officer of PPGMR may serve on the Board of an affiliate

ARTICLE V
BOARD OFFICERS

Section 1. The Board shall elect a director to serve as Chair, a Vice-Chair who may also be designated Chair-elect, a Treasurer, Secretary, and a Fund Development Chair and such officers shall be elected to a two year term. No officer shall hold the same office for more than two (2) consecutive terms except when one year shall have lapsed since the previous term of office; provided, however, that, on the request of the Board Governance Committee, the recommendation of the Executive Committee and the approval of a majority of the Board, the Board Chair may be elected for a third consecutive term.

Section 2. The officers shall be elected at the annual meeting by the directors from a slate presented by the Board Governance Committee, to serve for a 2-year term, or until their successors are elected. Additional nominations may be submitted to the Board Governance Committee, or by a director, but only with prior consent by the nominee and only after written notice *at least ten (10) days in advance* of the annual meeting. In case of additional nominations, voting shall be by written ballot, and the nominee receiving the majority of votes cast shall be elected.

If there are vacancies in office, such vacancies shall be filled by the Board from candidates presented by the Board Governance Committee to serve until the next annual meeting.

Section 3. Duties of Officers:

- (a) The Board Chair shall be the senior officer of PPGMR and shall preside at all meetings of the Board and at meetings of the Executive Committee. The Board Chair shall appoint the chairs of all committees, except the Board Governance Committee, with the approval of the Board. The Board Chair shall be an ex-officio voting member of all committees except the Board Governance Committee when convening as a nominating committee, and shall sign all contracts and obligations authorized by the Board, or as permitted in these bylaws, may delegate to the CEO/President the duty to sign contracts made in the ordinary course of PPGMR's business.
- (b) The Vice-Chair shall perform all duties of the Board Chair in the event of the Board Chair's absence or inability to serve, or in the event of a vacancy in that office until it is filled. The Vice-Chair shall perform such other duties as the Board Chair may direct.
- (c) The Treasurer shall preside over all meetings of the Finance Committee and the Audit Committee and shall be a member of all committees dealing with financial affairs of PPGMR.

The Treasurer shall be the chief financial officer and shall have the custody and control of all funds; shall cause all debts and obligations of PPGMR to be paid; and shall furnish to the Board an annual audited statement of all receipts and disbursements of PPGMR. The Treasurer shall furnish the directors a financial report at each meeting of the Board and such other reports as may be requested by the Board Chair.

- (d) The Secretary, at the direction of the Board Chair, shall give notice of all meetings by letter or as otherwise provided herein, keep minutes of all meetings of the Board and the Executive Committee, keep a record of attendance at Board meetings, shall authenticate records of PPGMR and shall perform other duties as assigned by the Board Chair or the Board.
- (e) The Fund Development Chair shall serve as the liaison between the staff of PPGMR and the Board on all issues related to the development of revenues other than the clinic revenues, including, but not limited to, direct solicitations, special events and foundation grants. In this role, the Fund Development Chair shall report to the Board on all fund development activities and shall help to insure proper Board participation as well as provide oversight for staff activities.

ARTICLE VI COMMITTEES

Section 1. Standing Committees. There shall be four (4) standing committees of PPGMR: the Executive Committee, the Board Governance Committee, Finance Committee, and Audit Committee. The Board shall select members of permanent committees, upon recommendation of the Chair and in consultation with the CEO. Members of Committees other than the Executive Committee may be persons who are not members of the Board.

Section 2. Additional Committees and Task Forces. Additional committees may be created from time to time by approval of a majority of the Board, and their members and chairs shall be appointed by the approval of a majority of the Board. Such committees may be appointed to carry on on-going projects, to accomplish specific tasks, or to investigate and propose action on specific matters. All activities of additional committees shall be reported to the Board, and the conclusions and recommendations of such committees shall be reported to the Board for appropriate action. Chairs of non-permanent committees may be, but are not required to be, members of the Board. Special committees may not obligate PPGMR to expenditures in excess of amounts budgeted for their work.

Section 3. Executive Committee. The Executive Committee shall consist of the Board Officers, the immediate past Board Chair while he or she remains a director, the Chair of the Board Governance Committee and one at-large member selected from the Board. The at-large member of the Executive Committee shall be appointed by the Board Chair, at his or her discretion. The at-large member of the Executive Committee shall serve for a term of one year and may be re-elected or re-appointed, as applicable, to an additional term. The CEO/President shall attend meetings of the Executive Committee as staff representative, but shall not have a vote.

The Executive Committee shall meet six (6) times per year, or as needed. Four members of the Executive Committee shall constitute a quorum. When a quorum is present to organize a meeting of the

Executive Committee, a majority vote of the members present at such meeting shall make decisions on all matters.

The Executive Committee shall exercise all of the functions of the Board in the routine management of the affairs of PPGMR during the intervals between the meetings of the Board.

The Executive Committee may not: (1) authorize distributions; (2) approve a dissolution, merger or the sale, pledge or transfer of all or substantially all of PPGMR's assets; (3) elect, appoint or remove directors or fill vacancies on the Board or on any of its committees; or (4) adopt, amend or repeal the charter or bylaws of PPGMR or act on any matters specifically reserved to the Board by law or these Bylaws. All business transacted by the Executive Committee shall be presented at the next meeting of the Board.

Section 4. Board Governance Committee. The Board Governance Committee shall consist of not fewer than five members, one of whom may be the immediate past Board Chair, whether or not such person still serves as a director. The other members of the Board Governance Committee and the chair of the Board Governance Committee shall be elected by the Board at the annual meeting upon nomination by the then-serving Board Governance Committee, in the same manner as directors are elected. Members of the Board Governance Committee shall not serve more than two (2) consecutive years. The Board Chair may be an ex-officio member or may designate a representative to work with the Board Governance Committee, but neither the Board Chair nor his or her designee shall have a vote. The Board Governance Committee shall meet six (6) times a year.

The Board Governance Committee shall, in consideration of the responsibilities of the Board and the need to enhance the work of the Board, (1) develop, present for approval and implement policies, procedures, and processes to provide efficient and effective Board governance; (2) periodically review Board and Committee roles and responsibilities, and establish criteria for Board membership, (3) evaluate for re-election directors whose terms are expiring, (4) develop, maintain and utilize a recruitment matrix to identify and recruit potential new members of the Board to ensure diversity; (5) annually develop a slate of nominees for directors, officers, the Board Governance Committee Chair and Board Governance Committee members and present such slate to the Board prior to the annual election, with the notice of the annual meeting; (6) nominate directors and officers to fill any vacancies that occur before the next regular election; (7) in cooperation with the staff, plan the annual Board retreat and provide for the orientation of new members and continuing education for the entire Board; and (8) develop and implement procedures and tools for evaluation of the Board.

Section 5. Finance Committee. The Finance Committee shall consist of not fewer than three (3) members including the Board Chair, and treasurer. The Finance Committee shall meet four (4) times per year.

The Finance Committee shall set long term financial goals for PPGMR, shall monitor the finances of PPGMR and annually develop and present to the Board for approval a budget for the fiscal year, and shall monitor staff performance with regard to financial responsibilities. The Finance Committee will recommend the fiscal policy of the Board and may recommend investment and spending programs for PPGMR.

Section 6. Audit Committee. The Audit Committee shall consist of two (2) members at least one of whom must have sufficient financial literacy to understand, analyze, and reasonably assess the financial statements of PPGMR and the competency of the auditing firm. Audit Committee members must have no interest, relationship or conflict of interest with executive leadership of PPGMR or the audit firm. The Audit Committee shall meet at least two (2) times per year

The Audit Committee of the Board is responsible for oversight of the audit and the organizations book and records and the system of internal controls that PPGMR has established through the work on the Finance Committee of PPGMR, including the risk management methodology of PPGMR. The Audit committee shall select an audit firm to conduct an independent audit of PPGMR's financial statements and internal controls subject to approval by the Board. The audit committee shall have oversight of PPGMR financial responsibilities as set by the Finance Committee and shall make recommendations to the Executive Committee and the Board after review of audit and associated activities or other matters that arise from time to time.

Section 7. Ad Hoc and Advisory Committees. The Board may appoint an Advisory Committee to consult and provide advice to the Board on such matters and subjects as the Chair or Board may request. The Advisory Committee shall meet as many times as may be directed and shall meet at least one time per year. The Advisory Committees shall have no more than five (5) members none of whom are directors. The Advisory Committee shall report to the Chair. The Board may, upon request of the CEO or other Committees or directors of the Board, appoint one or more Ad Hoc Committees of the Board to address such specific issue as may have been requested. Such committee(s) shall meet as directed and shall have such authority as may be determined by the Chair. Members of the Board may serve on ad hoc committees.

ARTICLE VII FINANCE

Section 1. The fiscal year of PPGMR shall begin on July First and shall end on June Thirtieth of the following calendar year.

Section 2. The account books of PPGMR shall be audited annually by an independent certified public accountant as selected by the Audit Committee and retained with the approval of the Board. The report of such accountant shall be filed with the records of PPGMR. A summary of this report shall be presented at the first meeting of the Board after completion, and a copy shall be sent to PPFA in accordance with PPFA Standards of Affiliation.

Section 3. Any officers and employees having access to funds of the Affiliate shall be bonded. Any checks issued by PPGMR must be signed by one of the following: the Board Chair, the Treasurer, the CEO/President or another staff person bonded and approved to sign checks by the Board.

ARTICLE VIII ANNUAL MEETING

The meeting of the Board held in June of each year shall be designated the annual meeting of PPGMR. If it should be necessary to set another time for the annual meeting, such time shall be set by

the Board. The annual meeting will be held for the purpose of electing officers, members of the Board and the Board Governance Committee. The directors shall be notified of the annual meeting by written notice at least ten (10) days prior to the annual meeting by such method as provided for herein.

ARTICLE IX
CEO/PRESIDENT

Section 1. The CEO/President shall be the chief executive and administrative officer of PPGMR and shall be responsible to the Board for implementation of Board policies, for managing all operations, programs, and activities of PPGMR, and for the appointment, tenure, and salaries of members of the staff. The Board shall select the CEO and establish the compensation and terms of employment of the CEO/President. The CEO/President shall be annually evaluated in writing by the Executive Committee.

Section 2. The CEO/President, as authorized by the Board Chair, and such other staff member(s) as may be authorized by the Board and bonded, may sign on behalf of PPGMR contracts and obligations necessary to carry on the ordinary business of PPGMR in amounts not to exceed \$20,000, except that the CEO/President may sign monthly rent checks in excess of \$20,000.

ARTICLE X
PARLIAMENTARY AUTHORITY

Robert's Rules of Order, Newly Revised shall constitute the ruling authority in all cases where they do not conflict with the rules of PPGMR or with any statute of the state.

ARTICLE XI
IN EVENT OF DISSOLUTION

In the event of dissolution of PPGMR for any reason, and if at the time of such dissolution PPGMR is affiliated with PPFA or any successor thereto, all its just debts and obligations shall vest in PPFA or any nonprofit successor thereto, provided only that said PPFA or its successor organization shall then, as now, be exempt from federal taxation and contributions thereto shall likewise be exempt. Upon dissolution, any assets of PPGMR shall be distributed to PPFA or its successor, provided that PPFA or its successor is recognized as exempt under applicable federal law, including without limitation the Internal Revenue Code.

ARTICLE XII
INDEMNIFICATION

Section 1. PPGMR shall indemnify any director or officer made a party to a proceeding because such person is or was a director or officer of PPGMR against liability incurred in the proceeding, as set out in the Tennessee Nonprofit Corporation Act. For purposes of this Article XI, "director" means an individual who is or was a director of PPGMR, including individuals who have been duly authorized to perform some or all of the duties of a director, or an individual who, while a director of PPGMR, is or was serving at PPGMR's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. A director is considered to be serving an employee benefit plan at PPGMR's request if his or

her duties to PPGMR also impose duties on, or otherwise involve services by the director to the plan or to participants in or beneficiaries of the plan. "Director" includes the estate or personal representative of a director. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to any employee benefit plan) or reasonable expense incurred with respect to a proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal. However, PPGMR may not indemnify a director or officer if a judgment or other final adjudication adverse to the director or officer establishes his or her liability for (a) any breach of the duty of loyalty to PPGMR, (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) any liability for an unlawful distribution, or as otherwise prohibited by applicable law. PPGMR as provided by the Tennessee Nonprofit Corporation Act; provided that the director or officer shall be obligated to repay PPGMR the advanced expenses if indemnification by PPGMR is not permitted as stated above.

Section 2. Insurance. PPGMR may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of PPGMR, or who, while a director, officer, employee or agent of PPGMR, is or was serving at the request of PPGMR as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee or agent, whether or not PPGMR would have power to indemnify him or her against the same liability.

Section 3. The foregoing right of indemnification shall not be deemed exclusive of any other right to which any officer or director or employee may be entitled apart from the provisions of this Article. The amount of indemnity to which any officer or director or other persons so indemnified under this Article shall be approved by the Board of Directors.

ARTICLE XIII BOOKS AND RECORDS

PPGMR shall keep as permanent records minutes of all meeting of its Board, a record of all actions taken by the Board without a meeting, and a record of all actions taken by the Executive Committee on behalf of PPGMR. PPGMR shall also maintain appropriate accounting records.

PPGMR shall keep a copy of the following records at its principal office: (1) its charter or restated charter and all amendments thereto currently in effect; (2) its bylaws and all amendments to its bylaws currently in effect; (3) a list of the names and business or home addresses of its current directors and officers; (4) PPGMR's most recent annual report delivered to the Secretary of State; and (5) any financial statements prepared for the past three years.

ARTICLE XIV CONFLICT OF INTEREST

No officer or director shall approve or participate in a conflicting interest transaction in violation of the Tennessee Nonprofit Corporation Act. Further, no director, officer, employee or volunteer shall use his/her position to further his/her personal business or financial interests or to further any activity or service in which she/he has either direct or indirect financial interest.

ARTICLE XV
AMENDMENTS TO THE BYLAWS

These bylaws may be amended by majority of the Board if recommended by Executive Committee or by a two-thirds (2/3) of the Board if without Executive committee's recommendation. Written notice to the Board shall be provided as set forth herein.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE
AND NORTH MISSISSIPPI)**

**CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021**

CONSOLIDATED FINANCIAL STATEMENTS

C O N T E N T S

	Page
CONSOLIDATED FINANCIAL STATEMENTS	
Independent Auditor's Report	1-2
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities	4-5
Consolidated Statements of Functional Expenses	6-7
Consolidated Statements of Cash Flows	8
Notes to Consolidated Financial Statements	9-22



670 Oakleaf Office Lane
Memphis, TN 38117-4811
(901) 767-5080 • (901) 767-5263 FAX
www.wtdcpa.com

INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Planned Parenthood Greater Memphis Region
(dba Planned Parenthood of Tennessee and North Mississippi)
Memphis, Tennessee

Opinion

We have audited the accompanying financial statements of Planned Parenthood Greater Memphis Region (dba Planned Parenthood of Tennessee and North Mississippi) ("PPTNM") (a nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and of cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Planned Parenthood Greater Memphis Region (dba Planned Parenthood of Tennessee and North Mississippi) as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of "PPTNM" and meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about "PPTNM's" ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of "PPTNM's" internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about "PPTNM's" ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Whitcomb Jonker & Davis, PLLC

November 14, 2022
Memphis, Tennessee

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

	JUNE 30	
	2022	2021
<i>ASSETS</i>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 12,274,816	\$ 11,170,444
Investments - certificates of deposit	63,249	280,614
Investments	970,803	815,571
Promises to give	83,451	176,971
Trade accounts and other receivables	1,166,467	62,715
Inventory	211,129	361,993
Prepaid expenses and other	-	1,772
TOTAL CURRENT ASSETS	14,769,915	12,870,080
ASSETS RESTRICTED FOR LONG TERM PURPOSES	667,000	227,000
PROPERTY AND EQUIPMENT, net	9,274,645	11,119,141
OTHER ASSETS		
Beneficial interest in assets held by the Community		
Foundation of Greater Memphis	4,621,410	5,653,282
Cash surrender value of donor life insurance	37,818	37,818
Deposits	3,000	3,000
	4,662,228	5,694,100
TOTAL ASSETS	\$ 29,373,788	\$ 29,910,321
<i>LIABILITIES AND NET ASSETS</i>		
CURRENT LIABILITIES		
Accounts payable	\$ 202,610	\$ 236,166
Accrued and withheld liabilities	333,233	242,898
Deferred grant revenue	-	43,063
TOTAL CURRENT LIABILITIES	535,843	522,127
NET ASSETS		
Without donor restrictions		
Undesignated	22,793,740	23,127,732
Board-designated endowment	4,621,410	5,653,282
With donor restrictions	1,422,795	607,180
TOTAL NET ASSETS	28,837,945	29,388,194
TOTAL LIABILITIES AND NET ASSETS	\$ 29,373,788	\$ 29,910,321

See notes to consolidated financial statements

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
CONSOLIDATED STATEMENTS OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022**

	<u>WITHOUT DONOR RESTRICTIONS</u>	<u>WITH DONOR RESTRICTIONS</u>	<u>TOTAL</u>
Support and Revenue			
Private gifts and grants	\$ 6,058,701	\$ 886,314	\$ 6,945,015
Private gifts and grants - TAPP	146,973	-	146,973
Patient fees, net of contractual allowance of \$646,388	4,621,334	-	4,621,334
Special events	53,628	-	53,628
Income from beneficial interest in assets held by the Community Foundation of Greater Memphis	244,507	-	244,507
Total support and revenue	<u>11,125,143</u>	<u>886,314</u>	<u>12,011,457</u>
Reclassifications			
Net assets released from restrictions - satisfaction of time and/or purpose restrictions	70,699	(70,699)	-
Total support and revenue and reclassifications	<u>11,195,842</u>	<u>815,615</u>	<u>12,011,457</u>
Expenses			
Patient services	6,792,240	-	6,792,240
Education	842,571	-	842,571
Advocacy	882,463	-	882,463
TAPP	303,907	-	303,907
Total program services	<u>8,821,181</u>	<u>-</u>	<u>8,821,181</u>
Development and fundraising	810,490	-	810,490
General and administrative	698,485	-	698,485
Total support services	<u>1,508,975</u>	<u>-</u>	<u>1,508,975</u>
Total expenses	<u>10,330,156</u>	<u>-</u>	<u>10,330,156</u>
Other income and (expense)			
Change in value of beneficial interest in assets held by the Community Foundation of Greater Memphis	(1,031,872)	-	(1,031,872)
Interest and dividend income	375	-	375
Rental Income	24,197	-	24,197
Unrealized loss on investments	(141,106)	-	(141,106)
Change in cash surrender value of life insurance	-	-	-
Loss on disposition of property and equipment	(1,083,144)	-	(1,083,144)
Total other income and (expense)	<u>(2,231,550)</u>	<u>-</u>	<u>(2,231,550)</u>
CHANGE IN NET ASSETS	<u>(1,365,864)</u>	<u>815,615</u>	<u>(550,249)</u>
NET ASSETS			
Beginning of year	28,781,014	607,180	29,388,194
End of year	<u>\$ 27,415,150</u>	<u>\$ 1,422,795</u>	<u>\$ 28,837,945</u>

See notes to consolidated financial statements

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
CONSOLIDATED STATEMENTS OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021**

	<u>WITHOUT DONOR RESTRICTIONS</u>	<u>WITH DONOR RESTRICTIONS</u>	<u>TOTAL</u>
Support and Revenue			
Private gifts and grants	\$ 5,193,396	\$ 327,054	\$ 5,520,450
Private gifts and grants - TAPP	130,501	-	130,501
Patient fees	6,710,255	-	6,710,255
Special events	93,294	-	93,294
Income from beneficial interest in assets held by the Community Foundation of Greater Memphis	218,813	-	218,813
Total support and revenue	<u>12,346,259</u>	<u>327,054</u>	<u>12,673,313</u>
Reclassifications			
Net assets released from restrictions - satisfaction of time and/or purpose restrictions	164,768	(164,768)	-
Total support and revenue and reclassifications	<u>12,511,027</u>	<u>162,286</u>	<u>12,673,313</u>
Expenses			
Patient services	7,974,721	-	7,974,721
Education	732,005	-	732,005
Advocacy	651,394	-	651,394
TAPP	331,805	-	331,805
Total program services	<u>9,689,925</u>	<u>-</u>	<u>9,689,925</u>
Development and fundraising	794,110	-	794,110
General and administrative	854,314	-	854,314
Total support services	<u>1,648,424</u>	<u>-</u>	<u>1,648,424</u>
Total expenses	<u>11,338,349</u>	<u>-</u>	<u>11,338,349</u>
Other income and (expense)			
Change in value of beneficial interest in assets held by the Community Foundation of Greater Memphis	902,249	-	902,249
Interest and dividend income	2,847	-	2,847
Rental income	229,393	-	229,393
Unrealized gain (loss) on investments	208,435	-	208,435
Change in cash surrender value life insurance	(1,228)	-	(1,228)
Total other income and (expense)	<u>1,341,696</u>	<u>-</u>	<u>1,341,696</u>
CHANGE IN NET ASSETS	<u>2,514,374</u>	<u>162,286</u>	<u>2,676,660</u>
NET ASSETS			
Beginning of year	26,266,640	444,894	26,711,534
End of year	<u>\$ 28,781,014</u>	<u>\$ 607,180</u>	<u>\$ 29,388,194</u>

See notes to consolidated financial statements

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022**

	<u>PATIENT SERVICES</u>	<u>EDUCATION</u>	<u>PATIENT ADVOCACY</u>	<u>TAPP</u>	<u>DEVELOPMENT AND FUND- RAISING</u>	<u>GENERAL AND ADMINISTRATION</u>	<u>TOTAL</u>
Expenses							
Salaries	\$ 2,827,884	\$ 428,279	\$ 511,680	\$ 153,428	\$ 493,308	\$ 236,575	\$ 4,651,154
Fringe benefits	<u>620,325</u>	<u>97,669</u>	<u>146,392</u>	<u>-</u>	<u>90,879</u>	<u>39,716</u>	<u>994,981</u>
Total salaries and fringe benefits	3,448,209	525,948	658,072	153,428	584,187	276,291	5,646,135
Advertising	11,895	27,037	63,201	18,246	675	14	121,068
Advocacy / Community affairs	-	-	2,134	-	-	(100)	2,034
Bad debt	109,117	-	-	-	-	-	109,117
Bank charges and credit card fees	40,294	-	-	84	352	(1,085)	39,645
Computer and internet expense	-	-	-	100	-	-	100
Dues, subscriptions and licenses	67,179	5,008	32,794	287	31,617	12,770	149,655
Equipment rental and maintenance	273,979	23,492	24,609	-	68,213	15,068	405,361
General insurance	-	-	-	3,482	-	-	3,482
Interest	833	-	-	-	-	186	1,019
Lab, drug, medical and birth control supplies	816,997	-	-	-	-	-	816,997
Meals	2,424	587	5,903	351	1,203	210	10,678
Miscellaneous	55,374	2,761	14,843	1,386	3,732	10,836	88,932
Occupancy	275,862	-	-	-	19,631	29,081	324,574
Office supplies	82,783	116,099	55,685	12,759	-	18,819	286,145
Outside lab and medical services	132,500	-	-	-	-	-	132,500
PAC electoral expense	-	-	-	500	-	-	500
Patient liability insurance	233,790	-	-	-	-	-	233,790
Personnel recruitment	7,993	1,124	999	-	1,124	562	11,802
Postage and delivery	4,179	1,484	1,607	416	22,109	2,672	32,467
Printing and pamphlets	382	618	663	3,299	39,864	153	44,979
Professional fees	634,098	117,264	5,566	83,293	10,539	45,628	896,388
Rent	-	-	-	12,495	-	-	12,495
Repairs	-	-	-	2,375	-	-	2,375
Telephone	69,687	13,051	-	8,004	10,443	3,976	105,161
Travel and mileage	159,320	8,098	16,387	3,402	16,801	5,874	209,882
842 Rental building management	-	-	-	-	-	175,961	175,961
Total functional expenses before depreciation	<u>6,426,898</u>	<u>842,571</u>	<u>882,463</u>	<u>303,907</u>	<u>810,490</u>	<u>596,916</u>	<u>9,863,245</u>
Depreciation	365,345	-	-	-	-	62,636	427,981
842 Rental building depreciation	-	-	-	-	-	38,933	38,933
	<u>365,345</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>101,569</u>	<u>466,914</u>
Total expenses	<u>\$ 6,792,240</u>	<u>\$ 842,571</u>	<u>\$ 882,463</u>	<u>\$ 303,907</u>	<u>\$ 810,490</u>	<u>\$ 698,485</u>	<u>\$ 10,330,156</u>

See notes to consolidated financial statements

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021**

	<u>PATIENT SERVICES</u>	<u>EDUCATION</u>	<u>PATIENT ADVOCACY</u>	<u>TAPP</u>	<u>DEVELOPMENT AND FUND- RAISING</u>	<u>GENERAL AND ADMINISTRATION</u>	<u>TOTAL</u>
Expenses							
Salaries	\$ 3,385,212	\$ 409,496	\$ 413,922	\$ 131,964	\$ 525,079	\$ 214,613	\$ 5,080,286
Fringe benefits	610,746	72,597	109,578	-	96,968	40,146	930,035
Total salaries and fringe benefits	<u>3,995,958</u>	<u>482,093</u>	<u>523,500</u>	<u>131,964</u>	<u>622,047</u>	<u>254,759</u>	<u>6,010,321</u>
Advertising	19,026	32,828	6,800	18,499	(4,500)	-	72,653
Advocacy / Community affairs	-	-	10,435	-	-	-	10,435
Bad debt	126,076	-	-	-	-	-	126,076
Bank charges and credit card fees	63,124	-	-	84	1,408	19,129	83,745
Computer and internet expense	-	-	-	160	-	-	160
Dues, subscriptions and licenses	61,791	2,381	29,905	2,076	21,986	10,911	129,050
Equipment rental and maintenance	252,686	20,067	24,736	-	47,390	22,821	367,700
Events and conferences	-	-	-	1,120	-	-	1,120
General insurance	-	-	-	1,768	-	2,726	4,494
Interest	1,628	-	-	-	-	469	2,097
Lab, drug, medical and birth control supplies	1,217,403	-	-	-	-	-	1,217,403
Meals	-	-	-	123	-	-	123
Miscellaneous	34,706	1,152	10,446	-	1,152	4,279	51,735
Occupancy	221,710	-	-	-	22,606	29,232	273,548
Office supplies	101,884	131,503	25,516	4,404	-	20,909	284,216
Outside lab and medical services	141,169	-	-	-	-	-	141,169
Patient liability insurance	200,709	-	-	-	-	-	200,709
Personnel recruitment	11,960	383	797	-	348	136	13,624
Postage and delivery	5,437	1,165	934	13,153	19,116	1,596	41,401
Printing and pamphlets	2,381	-	3,483	34,518	42,041	-	82,423
Professional fees	927,482	43,702	4,125	106,531	6,066	112,188	1,200,094
Rent	-	-	-	9,876	-	-	9,876
Repairs	-	-	-	2,493	-	-	2,493
Telephone	67,082	11,426	-	3,714	10,022	8,023	100,267
Travel and mileage	154,465	5,305	10,717	1,322	4,428	374	176,611
842 Rental building management	-	-	-	-	-	265,075	265,075
Total functional expenses before depreciation	<u>7,606,677</u>	<u>732,005</u>	<u>651,394</u>	<u>331,805</u>	<u>794,110</u>	<u>752,627</u>	<u>10,868,618</u>
Depreciation	368,044	-	-	-	-	62,754	430,798
842 Rental building depreciation	-	-	-	-	-	38,933	38,933
	<u>368,044</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>101,687</u>	<u>469,731</u>
Total expenses	<u>\$ 7,974,721</u>	<u>\$ 732,005</u>	<u>\$ 651,394</u>	<u>\$ 331,805</u>	<u>\$ 794,110</u>	<u>\$ 854,314</u>	<u>\$ 11,338,349</u>

See notes to consolidated financial statements

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
CONSOLIDATED STATEMENTS OF CASH FLOWS**

	<u>YEAR ENDED JUNE 30</u>	
	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ (550,249)	\$ 2,676,660
Contributions restricted for long term purposes	(440,000)	-
Depreciation	466,914	469,731
Change in value of beneficial interest in assets held by the Community Foundation of Greater Memphis	787,365	(1,121,062)
Change in cash surrender value donor insurance	-	1,228
Non-cash stock contributions	(78,598)	(241,373)
Unrealized (gain) loss in investments	141,106	(208,435)
Bad debt provision	109,117	126,076
Loss on disposal of fixed assets	1,083,144	-
Changes in assets and liabilities:		
Trade accounts receivables and other	(197,647)	(51,216)
Promises to give	93,520	(148,162)
Inventory	150,864	(73,243)
Prepaid expenses and other	1,772	20,581
Accounts payable	(33,556)	74,887
Accrued and withheld liabilities	90,279	52,679
Deferred grant revenue	(43,007)	(260,046)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,581,024</u>	<u>1,318,305</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in assets restricted for long-term purposes	(440,000)	-
Proceeds from disposal of property and equipment	823,769	-
Payments for purchase of property and equipment	(1,544,553)	(572,442)
Payment for purchases of investments	(217,740)	(280,614)
Proceeds from maturities of investments	217,365	277,789
Proceeds from beneficial interest	244,507	218,813
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(916,652)</u>	<u>(356,454)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions restricted for long-term purposes	440,000	-
CHANGE IN CASH AND CASH EQUIVALENTS	1,104,372	961,851
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>11,170,444</u>	<u>10,208,593</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 12,274,816</u>	<u>\$ 11,170,444</u>
SUPPLEMENTAL SCHEDULE OF NON-CASH FINANCING AND INVESTING ACTIVITIES - NONE		
AMOUNTS PAID FOR INTEREST	<u>\$ -</u>	<u>\$ 443</u>

See notes to consolidated financial statements

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 1 - DESCRIPTION OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PURPOSE - Planned Parenthood Greater Memphis Region (dba Planned Parenthood of Tennessee and North Mississippi) (“PPTNM”), which is affiliated with Planned Parenthood Federation of America, is a not-for-profit corporation engaged in providing education and medical treatment options to individuals concerning reproductive and health related decisions in forty-two counties surrounding the Memphis, Tennessee region. Public funding comes from state and local governments. During 2017, PPTNM created a single member limited liability company (“LLC”) to effectuate the purchase of a building property. In addition, PPTNM has an economic and controlling financial interest in Tennessee Advocates for Planned Parenthood (“TAPP”) due to its ability to exercise control over those elected to and/or serving on the board of directors of TAPP, an advocacy nonprofit entity. The accompanying consolidated financial statements include the activities of the LLC, TAPP and PPTNM and any intercompany transactions have been eliminated in these consolidated financial statements.

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

BASIS OF PRESENTATION - PPTNM follows Financial Accounting Standards Board Accounting Standards Codification (“FASB ASC”) 958-205 - *Not-for-Profit Organizations - Presentation of Financial Statements*, as amended and updated by Accounting Standards Update 2016-14 for the presentation of its consolidated financial statements. PPTNM reports information regarding its financial position and activities according to two classes of net assets: without donor restriction and with donor restriction. Donor restricted net assets at each year end are generally available for use during the next fiscal year.

FUNCTIONAL ALLOCATION - The costs of providing various programs and other activities have been summarized on a functional basis in the Consolidated Statements of Activities and in the Consolidated Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefitted using various methods of allocation on a reasonable basis that is consistently applied. Such methods include allocations based upon estimates of time and effort, square footage usage and/or other reasonable methods. These allocations represent estimates by management and it is at least reasonably possible that a change in the estimates will occur in the near term.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 1 - DESCRIPTION OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

TRADE ACCOUNTS RECEIVABLE - Trade accounts receivable are recorded as the services are rendered and are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts, if any, through a charge to operating expense and a credit to the allowance for doubtful accounts based upon its assessment of the current status of individual accounts. PPTNM does not assess finance charges on past-due amounts. Past-due amounts are determined based upon the original invoice date. The allowance for uncollectible trade accounts receivable is based upon a review of fees receivable, past experience, current economic conditions and other pertinent factors which form a basis for determining the adequacy of the allowance. The allowance represents an estimate by management based upon these and other factors and it is at least reasonably possible that a change in the estimate will occur in the near term. There was no allowance for trade accounts receivable as of June 30, 2022 or 2021.

PROMISES TO GIVE - Unconditional promises to give are recognized as revenue or gains in the period received as assets, decreases of liabilities or expenses depending upon the form of benefits received. Conditional promises to give are recognized when the conditions upon which they depend are substantially met. An allowance for uncollectible promises to give is determined based upon management's review of promises receivable, past experience, current economic conditions and other pertinent factors which form a basis for determining the adequacy of the allowance. There was no allowance for uncollectible promises to give as of June 30, 2022 or 2021.

INVENTORIES - Inventories represent contraceptive, medical and lab supplies and are valued at the lower of cost or net realizable value using the average cost method.

INVESTMENTS - Investments consist of various bank certificates of deposit which have initial maturity dates ranging from six to twelve months, and marketable securities. Investments in certificates of deposit are reported at cost, which approximates fair value. Investments in marketable securities with readily determinable fair values are reported at their fair values in the consolidated statements of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

ENDOWMENTS - PPTNM's Endowment Fund was established to support PPTNM and its mission over the long-term. PPTNM follows the Uniform Prudent Management of Institutional Funds Act of 1972 ("UPMIFA") and its own governing documents. UPMIFA requires the historical dollar amount of a donor-restricted endowment fund to be preserved. In the absence of donor restrictions, the net appreciation on a donor-restricted endowment fund is spendable under UPMIFA. PPTNM's donors have not placed restrictions on the use of either the original contributions or the investment income and net appreciation resulting from endowment funds.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

**NOTE 1 - DESCRIPTION OF ACTIVITIES AND SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES - CONTINUED**

ENDOWMENTS - CONTINUED

Certain contributions may be received subject to gift instruments or other specific agreements. The Board of Directors has the ability to distribute so much of the original principal of any trust or separate gift, devise, bequest, or fund as the Board in its sole discretion shall determine, assuming no other restriction. As a result of the ability to distribute the original principal, all contributions not classified as temporarily restricted or permanently restricted are classified as unrestricted net assets for financial statement purposes.

PPTNM has adopted investment and spending policies, approved by the Board of Directors (or Endowment Fund Committee), for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of these endowment assets over the long-term. All endowment assets have been previously transferred to the Community Foundation of Greater Memphis (the "Community Foundation") under the policies and procedures and investment practices of the Community Foundation. PPTNM's spending and investment policies work together to achieve this objective.

The spending policy calculates the amount of money annually distributed from PPTNM's endowment fund for operations. The current spending policy is to allow distributions of 5% of the value of the endowment assets. Accordingly, over the long-term, PPTNM expects its current spending policy to allow its endowment assets to grow. This is consistent with the PPTNM's objective to maintain the purchasing power of endowment assets as well as to provide additional real growth through investment return.

All endowment assets are considered unrestricted board-designated and are presented as beneficial interest in assets held by the Community Foundation with earnings on such accounts presented as "change in value of beneficial interest." It is PPTNM's policy to annually designate the fair value of the endowment assets held by the Community Foundation as board-designated.

PROPERTY AND EQUIPMENT - Property and equipment acquired by PPTNM is considered to be owned by the organization. However, governmental granting agencies may maintain a reversionary interest in the property purchased with grant monies. Such property shall not be disposed of without written approval from these agencies.

Property and equipment are recorded at cost, plus the cost of those additions and improvements which materially increase the useful lives of the assets. Donated property and equipment are recorded at their estimated fair value at the date of gift. Repair and maintenance costs are expensed as incurred.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 1 - DESCRIPTION OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

PROPERTY AND EQUIPMENT - CONTINUED

Depreciation is computed on the straight-line method over the following estimated useful lives:

Building	30 years
Furniture and equipment	5 - 10 years
Leasehold improvements	5 years

COLLECTIONS - PPTNM has adopted a policy of not capitalizing contributions of collections in accordance with FASB-ASC 958-605, *Not-for-Profit Entities - Revenue Recognition*. Collection items consist of art transferred to PPTNM during the year ended June 30, 2022. These items are held for public display at PPTNM locations in furtherance of public service. These collection items are protected and preserved by PPTNM and are subject to a restriction by the donor that requires they be returned to the donor should PPTNM no longer wish to maintain ownership.

DEFERRED REVENUE - Cash collections in advance of the period revenue is earned is recorded as deferred revenue and recognized as revenue in the period to which they relate. Deferred revenue included on the statement of financial position includes cash collected in advance of performance of required services/functions under grant agreements with PFFA and others.

REVENUE RECOGNITION - PPTNM follows Accounting Standards Update (“ASU”) 2014-09, *Revenue from Contracts with Customers (Topic 606)* and ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*.

ASU 2014-09 requires revenue recognition criteria to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services and requires a five-step recognition process.

ASU 2018-08 reduces the diversity in practice in how not-for-profit organizations classify grants and contracts by clarifying whether transactions should be accounted for as contributions or exchange transactions and whether a contribution is conditional.

Grant and other contributions with conditions are not recognized as receivables or revenue until such time as the condition has been satisfied.

Support received or receivable is recorded as without donor restriction or with donor restriction depending on the existence and/or nature of any donor restrictions. Donor-restricted support is reported as an increase in donor restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), donor restricted net assets are reclassified to net assets without donor restriction and

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 1 - DESCRIPTION OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

reported in the statement of activities as net assets released from restrictions. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor.

Patient fees and various insurance income for billable patient services are recognized at the time the service is rendered.

SPECIAL EVENT EXPENSES - Special event expenses are incurred in connection with PPTNM's activities to solicit contributions for program needs as well as for certain specific future needs and for special events. Special event activities are a peripheral or incidental activity of PPTNM, and thus expenses are netted with the related special events revenues in the accompanying Consolidated Statements of Activities and totaled \$36,402 and \$11,650, respectively, during 2022 and 2021.

ADVERTISING/COMMUNITY AFFAIRS - PPTNM expenses advertising costs as incurred. Such costs totaled \$121,068 and \$72,653 during 2022 and 2021, respectively. In addition, PPTNM expenses advocacy and community affairs costs as incurred. Such costs totaled \$2,034 and \$10,435 during 2022 and 2021, respectively.

IN-KIND DONATIONS - In-kind donations of goods or assets are recorded at their estimated fair market value at date of contribution.

Donated services are recognized as contributions if the services create or enhance nonfinancial assets or require specialized skills, are performed by people with those skills and would otherwise be purchased by the organization. There were no such donated services in 2022 or 2021. In addition, a number of volunteers have donated significant amounts of their time to PPTNM. These services do not meet the requirements for recording in the consolidated financial statements.

CASH AND CASH EQUIVALENTS - For purposes of the statement of cash flows, cash and cash equivalents consist of cash on hand and in checking and interest bearing accounts. PPTNM's policy is to consider all highly liquid debt securities purchased with initial maturities of three months or less to be cash equivalents.

FEDERAL TAX STATUS - The Internal Revenue Service has classified PPTNM as exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. It has been classified as an organization that is not a private foundation under Section 509(a)(2) of the Internal Revenue Code.

PPTNM follows the provisions of FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*. This pronouncement requires that computations of current and deferred income tax assets and liabilities only consider tax positions that are more likely than not (defined as a greater than 50% chance) to be sustained if the taxing authority examined the positions. There are no significant unrecognized tax positions at June 30, 2022 or 2021. PPTNM is subject to U.S. federal tax examinations by taxing authorities for years ending after June 30, 2018.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 1 - DESCRIPTION OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

CONCENTRATIONS - PPTNM maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. PPTNM has not experienced any losses in such accounts nor does management of the organization believe there is any significant credit risk on cash and cash equivalents.

SUBSEQUENT EVENTS - PPTNM's management has evaluated subsequent events through November 14, 2022, which is the date the consolidated financial statements were available for issuance.

RECLASSIFICATIONS - For comparability, certain prior years amounts have been reclassified where appropriate to conform with the consolidated financial statement presentation in the current years.

NOTE 2 - PROMISES TO GIVE

Unconditional promises to give are expected to be realized in one year or less and are classified as temporarily restricted net assets in the consolidated statement of financial position. There were \$83,451 and \$176,971 in unconditional promises to give at June 30, 2022 and 2021, respectively.

PPTNM is a partial beneficiary of a portion of two separate trusts under the will of a deceased contributor. Approximately \$225,000 has been received in prior years under this trust agreement. Additionally, one half of the remaining estate will be received upon the death of the contributor's daughter. Due to the conditional nature of this gift, no amount has been recorded in the accompanying consolidated financial statements.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 3 - INVESTMENTS

Investments comprised the following:

	Fair Value
<u>June 30, 2022</u>	
Stocks	\$ 970,803
Certificate of deposit	<u>63,249</u>
	<u>\$1,034,052</u>
 <u>June 30, 2021</u>	
Stocks	\$ 815,571
Certificates of deposit	<u>280,614</u>
	<u>\$1,096,185</u>

Endowment Funds

Endowment fund net assets as of June 30, 2022 and 2021 aggregated \$4,621,410 and \$5,653,282, respectively, and represented board-designated unrestricted funds only.

Changes in endowment fund net assets are as follows:

	YEAR ENDED JUNE 30	
	2022	2021
Endowment net assets at beginning of year	\$ 5,653,282	\$ 4,751,032
Net change in value of beneficial interest	(787,365)	1,121,063
Amounts appropriated for expenditure	<u>(244,507)</u>	<u>(218,813)</u>
 Endowment net assets at end of year	 <u>\$ 4,621,410</u>	 <u>\$ 5,653,282</u>

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 4 - FAIR VALUE MEASUREMENTS

FASB ASC 820-10, *Fair Value Measurements*, establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels. Level 1 inputs are based on unadjusted quoted market prices within active markets. Level 2 inputs are based on quoted prices for similar assets in active or inactive markets. Level 3 inputs are all other financial instruments without an active or inactive market and for which no significant observable inputs are available.

Fair values of assets measured on a recurring basis are as follows:

	<u>Fair Value</u>	<u>Fair Value Measurements at Reporting Date Using</u>		
		<u>Quoted Prices In Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
June 30, 2022				
Stocks	\$ 970,803	\$ 970,803	\$ -	\$ -
Beneficial interest	<u>4,621,410</u>	<u>-</u>	<u>-</u>	<u>4,621,410</u>
Total	<u>\$ 5,592,213</u>	<u>\$ 970,803</u>	<u>\$ -</u>	<u>\$ 4,621,410</u>
June 30, 2021				
Stocks	\$ 815,571	\$ 815,571	\$ -	\$ -
Beneficial interest	<u>5,653,282</u>	<u>-</u>	<u>-</u>	<u>5,653,282</u>
Total	<u>\$ 6,468,853</u>	<u>\$ 815,571</u>	<u>\$ -</u>	<u>\$ 5,653,282</u>

PPTNM recognizes transfers of assets into and out of levels as of the date an event or change in circumstances causes the transfer. There were no transfers between levels in the years ended June 30, 2022 and 2021.

Securities (Level 1) are reported at fair value on a recurring basis determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of the beneficial interests (Level 3), as determined by the Community Foundation of Greater Memphis, was based primarily at the Organization's proportional share of the market value of the underlying investments of the investment pools in which PPTNM has its investments. PPTNM has no Level 2 assets.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 4 - FAIR VALUE MEASUREMENTS - CONTINUED

All assets above have been valued using a market value approach and there have been no changes in valuation techniques and related inputs.

The table below presents information about recurring fair value measurements that use significant unobservable inputs (Level 3 measurements):

	<u>Beneficial Interests</u>
June 30, 2021	\$ 4,751,032
Contributions and collections (net)	-
Change in value of beneficial interest	1,121,063
Payments from beneficial interest	<u>(218,813)</u>
June 30, 2022	5,653,282
Contributions and collections (net)	-
Change in value of beneficial interest	(787,365)
Payments from beneficial interest	<u>(244,507)</u>
June 30, 2022	<u>\$ 4,621,410</u>

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment consists of the following:

	<u>JUNE 30</u>	
	<u>2022</u>	<u>2021</u>
Land	\$ 1,740,312	\$ 1,638,837
Buildings and improvements	8,937,107	10,238,160
Clinic furniture	144,824	144,824
Medical instruments	151,035	137,047
Computer equipment and software	257,104	257,104
Furniture and fixtures	625,172	625,172
Construction in progress	-	588,561
Mobile unit deposit	<u>172,216</u>	<u>-</u>
	12,027,770	13,629,705
Less accumulated depreciation	<u>(2,753,125)</u>	<u>(2,510,564)</u>
	<u>\$ 9,274,645</u>	<u>\$ 11,119,141</u>

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 5 - PROPERTY AND EQUIPMENT - CONTINUED

Depreciation expense totaled \$466,914 and \$469,732, respectively, for the years ended June 30, 2022 and 2021.

At June 30, 2021, PPTNM was in the process of evaluating a building donation which, if approved, would occur during fiscal year 2022. However, the decision was made to raze the building in lieu of donation. The building was demolished during the year ended June 30, 2022. A loss on disposition of this building of \$843,812 is included in loss on disposal of fixed assets on the accompanying consolidated statement of activities for the year ended June 30, 2022.

In December 2021 a fire destroyed a building owned by PPTNM that was undergoing significant renovation. Insurance proceeds totaling \$823,769 relating to this incident were received during the year ended June 30, 2022. An additional \$1,015,222 is expected to be received during the year ending June 30, 2023 and is included in trade accounts and other receivables on the accompanying statement of financial position at June 30, 2022.

NOTE 6 - BENEFICIAL INTEREST IN ASSETS

In prior years, PPTNM transferred funds, without variance power, to the Community Foundation, to establish the Memphis Planned Parenthood Endowment Fund of the Community Foundation for the benefit of PPTNM. The fund, which is valued at fair value, consists of pooled investments with the Community Foundation, five percent of which are distributed annually to PPTNM. With the approval of the entire Endowment Fund Committee and seventy-five percent of the Board of Directors, PPTNM may request advances from the Community Foundation.

NOTE 7 - RETIREMENT PLAN

PPTNM maintains a 401(k) retirement plan covering substantially all employees. Employees can voluntarily contribute to the plan. Effective January 1, 2005, the Plan was amended to allow a discretionary matching contribution as determined by PPTNM in December of each year. For the year ended June 30, 2022, matching contributions were equal to the voluntary employee contributions and limited to 5% of the qualified employee compensation or a maximum of \$5,000. Employer contributions expense totaled \$83,676 and \$82,696, respectively, for the years ended June 30, 2022 and 2021.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 8 - RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes or periods:

	<u>JUNE 30</u>	
	<u>2022</u>	<u>2021</u>
Subject to expenditure for specified purposes:		
Knox MD Fly	\$ 22,324	\$ 34,414
Knox AB Expansion	667,000	227,000
TAPP	64,372	15,000
PPFA	615,461	330,766
Other (CAPS)	<u>53,638</u>	<u>-</u>
	<u>\$1,422,795</u>	<u>\$ 607,180</u>

Net assets were released from donor restrictions during the year by incurring expenses or purchase of assets in accordance with the restricted purposes as specified by the donors and comprised the following amounts:

	<u>JUNE 30</u>	
	<u>2022</u>	<u>2021</u>
Restrictions satisfied:		
PPFA	\$ 58,609	\$ 50,420
Knox MD Fly	12,090	84,498
Other (CAPS)	<u>-</u>	<u>29,850</u>
	<u>\$ 70,699</u>	<u>\$ 164,768</u>

Board-designated unrestricted net assets without donor restriction consist of funds raised for the purpose of creating an endowment to provide future income for PPTNM activities.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 9 - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects PPTNM's financial assets reduced by amounts not available for general use because of either contractual or donor-imposed restrictions within one year of the balance sheet date. All donor restricted amounts are available for use only for the indicated purposes as presented in Note 8.

	<u>JUNE 30</u>	
	<u>2022</u>	<u>2021</u>
Financial assets, at year end	\$ 19,885,014	\$ 18,424,415
Less those unavailable for general expenditures within one year due to:		
Contractual or donor-imposed restrictions:		
Restricted by donor with time or purpose restrictions	(1,422,795)	(607,180)
Board designations:		
Beneficial interest - board designated endowment	<u>(4,621,410)</u>	<u>(5,653,282)</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 13,840,809</u>	<u>\$ 12,163,953</u>

PPTNM is supported not only through fees for services and related other sales, and various special events, but also substantially by contributions received from others. Management and the board manage resources to best utilize its financial assets in order to meet donor restrictions and meet general expenditure obligations.

The beneficial interest in assets, while board designated as an endowment to be used for long-term purposes, can be withdrawn for current operating needs if needed although there is no current intent to do so.

NOTE 10 - LEASE INCOME AND LEASE COMMITMENTS

In connection with the acquisition of an office building in fiscal 2017, PPTNM assumed the position of landlord for this building with a tenant with a lease agreement in place through May 2020. Rental revenue from this lease totaled \$197,237 in fiscal 2021. The lessee vacated the building during the year ended June 30, 2021. The building was demolished during the year ended June 30, 2022.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 10 - LEASE INCOME AND LEASE COMMITMENTS - CONTINUED

In addition, PPTNM has a billboard leased with rental revenue of \$24,169 and \$22,155 during 2022 and 2021, respectively, with approximately the same amount expected in 2023. This lease was renewed for an additional five years during 2021.

In connection with the acquisition of Planned Parenthood of Middle and East Tennessee, Inc. ("PPMET") effective May 31, 2018, PPTNM assumed a lease agreement for the Nashville office space and another lease agreement for various office copiers. The office lease was extended during 2019 until August 31, 2021 for approximately \$3,450 per month while the copier leases were approximately \$2,570 per month and expired in fiscal year 2021. The Nashville building's lease was extended in 2021 for an additional two years. Following are the minimum lease commitments under this lease:

<u>Year Ending June 30</u>	<u>Amount</u>
2023	34,573
2024	<u>6,915</u>
	<u>\$ 41,488</u>

Lease expense under the above leases approximated \$54,000 during both 2022 and 2021.

NOTE 11 - RELATED PARTY TRANSACTIONS

As an accredited affiliate of Planned Parenthood Federation of America ("PPFA"), PPTNM pays dues which entitles them to receive liability insurance at a lower cost and provides PPTNM selected professional and business consulting services at no additional cost. Each affiliate must follow established policies, procedures and protocols for the clinic set forth by the Federation as well as follow financial guidelines in the form of ratios. Each affiliate is reviewed by PPFA periodically, at least every four years, for accreditation purposes. Dues paid to PPFA were suspended for 2021 and 2022.

During fiscal year 2015, PPTNM entered into a Master Grant Agreement with PPFA. Funds disbursed by PPFA under this Master Agreement are to be used by PPTNM in furtherance of PPFA's Commitment to the Southern Access Project ("SAP"). The SAP transactions are exchange transactions whereby PPTNM is required to perform various services/functions under these agreements.

**PLANNED PARENTHOOD GREATER MEMPHIS REGION
(DBA PLANNED PARENTHOOD OF TENNESSEE AND NORTH MISSISSIPPI)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
YEARS ENDED JUNE 30, 2022 AND 2021**

NOTE 11 - RELATED PARTY TRANSACTIONS - CONTINUED

Support and revenue without donor restrictions from PPFA from the SAP agreements in the consolidated statements of activities includes \$43,063 and \$260,046 for the years ended June 30, 2022 and 2021, respectively. Amounts included in deferred grant revenue in the consolidated statements of financial position totaled \$43,063 at June 30, 2021.

Other grant funds from PPFA included in support and revenue in the consolidated statements of activities totaled \$893,991 for 2022 and \$629,752 in 2021.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

Recipient Name Planned Parenthood of Tennessee and North Mississippi

May 18, 2023

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [Non-Profit Grants Manual](#)
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Signature of Authorized Representative

Name: __Kristal Knight__

Title: __Board Chair__

Agency Name: __Planned Parenthood of Tennessee and North Mississippi__

Date: __05/16/2023__