



STATE OF NEW YORK
DEPARTMENT OF HEALTH

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

Richard F. Daines, M.D.
Commissioner

June 2007

Dear Colleague:

The Department of Health is pleased to announce the availability of funds to support Childhood Lead Poisoning Prevention Resource Centers. These Centers will promote lead screening and other preventive practices for children and pregnant women consistent with regulations; facilitate comprehensive, coordinated management of children with lead poisoning; provide leadership and collaboration to advance community prevention activities; and serve as regional clearinghouses for lead poisoning prevention information.

The Request for Applications (RFA) is directed to not-for-profit hospitals licensed under Article 28 of the Public Health Law. Successful applicants must have a part-time physician medical director who is experienced in the medical management of childhood lead poisoning, the ability to directly provide pediatric intensive care services, and a full-time coordinator of all activities of the grant.

Funding will be awarded competitively based on applications submitted in response to the RFA. Applicants wishing to apply for funding may also obtain a copy of the RFA by accessing the Department of Health's website: <http://www.health.state.ny.us/funding>, or by contacting the Childhood Lead Poisoning Prevention Program at the address or phone number below:

Childhood Lead Poisoning Prevention Program
Bureau of Child and Adolescent Health
New York State Department of Health
Room 208, Corning Tower, Empire State Plaza
Albany, New York 12237-0618
518-402-5706

If you have questions or require additional information about the application process, please contact Barbara Leo in the Childhood Lead Poisoning Prevention Program at the address or phone number listed above.

Sincerely,

Wendy Saunders
Chief of Staff

RFA #: 0701100212

REQUEST FOR APPLICATIONS

***Development of Regional Childhood Lead Poisoning
Prevention Resource Centers***

**New York State Department of Health
Center for Community Health
Division of Family Health
Bureau of Child & Adolescent Health**

Questions Due: August 8, 2007

Letter of Interest Due: August 8, 2007

Applications Due: October 2, 2007

Contact Name & Address: Barbara Leo, Program Manager
Childhood Lead Poisoning Prevention Program
Bureau of Child and Adolescent Health
New York State Department of Health
Room 208, Empire State Plaza
Corning Tower
Albany, New York 12237-0618

New York State Department of Health

Regional Childhood Lead Poisoning Prevention Resource Centers

RFA Number: DFH – FAU #: 0701100212

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I. Introduction

The New York State Department of Health (NYSDOH), Bureau of Child and Adolescent Health is issuing this Request for Applications (RFA) to announce the availability of funds to support New York State's Childhood Lead Poisoning Prevention Regional Resource Centers (RRCs). The Centers funded through this initiative will promote lead screening and other preventive practices for children and pregnant women consistent with New York State Department of Health regulations; facilitate comprehensive, coordinated management of children with lead poisoning; provide leadership and collaboration to advance community-based prevention activities; and, serve as regional clearinghouses for lead poisoning prevention information.

Each funded center will work with the NYSDOH and with the other regional centers to provide education and medical consultation, technical assistance, training, and evaluation for health care providers and local health departments within a multi-county geographic region. Centers will accept referrals of and provide consultation for lead poisoned children, and provide referrals for pregnant women and postpartum for medical treatment, as necessary.

Regional Resource Centers will provide lead poisoning prevention and clinical management information updates through meetings and other education forums for health care providers and local health departments within their target areas. These efforts should be linked and closely coordinated with the delivery of local health department services and medical care to the children served through this initiative. It is anticipated that regional centers will be strategically placed to provide statewide coverage and serve as a network of leadership in medical and provider education, lead screening promotion and prevention, consultation and medical management of lead poisoning in New York State.

This RFA represents one of many steps the New York State Department of Health is taking to achieve its goal of eliminating childhood lead poisoning by 2010. Through this RFA, approximately \$600,000 will be made available to support the development of three (3) Resource Centers. Resource Centers will be funded for up to \$200,000 each.

II. Regional Resource Center Initiative

A. Background

New York State (NYS) is a leader in the prevention of childhood lead poisoning and the diagnosis and treatment of children with elevated blood lead levels. Lead is a known neurotoxin and young children are particularly vulnerable to lead in the environment. Recent studies have demonstrated that the harmful effects of lead may occur at concentrations below the current designated level of concern of 10µg/dL (micrograms per deciliter).¹ Exposure to even small amounts of lead resulting in blood lead levels <10µg/dL may contribute to behavior problems, learning disabilities, and lowered intelligence scores, underscoring the importance of conducting lead screening for all children. Without prevention education, periodic testing and risk

¹ Canfield, R.L., Henderson, C.R., Cory-Slechta, D.A., Cox, C., Jusko, T.A., Lanphear, B.P. Intellectual impairment in children with blood lead concentrations below 10 µg per deciliter. *New England Journal of Medicine* 2003; 348:1517-1526.

assessments to identify factors that can lead to lead exposure, children will remain unprotected from the harmful effects of lead.

Current national data on the prevalence of elevated blood lead levels in children are drawn from the National Health and Nutrition Examination Survey (NHANES), conducted between 1988-1994 and 1999-2000, and from state child blood lead surveillance data for test results collected during 1997-2000 and submitted to CDC.

Based on national NHANES data for 1999-2000 an estimated 434,000, or 2.2%, of children aged one to five years had blood lead levels (BLL) at or above 10 mcg/dL.² This represents a decline from previous 1988-1994 data, which found 890,000, or 4.4% of children aged one to five years had BLL at or above 10 mcg/dL.³ A separate analysis of 1988-1994 data demonstrated that one in every four children (25.6%) had BLLs at or above 5 mcg/dL, the concentration under consideration as a potential new designation for level of concern.³

Children who live in older housing are more likely to have elevated blood lead levels (EBLLs) than the population of children in the United States as a whole. Lead poisoning affects children from all backgrounds, however poor children, children from racial/ethnic minority groups, and immigrant and refugee women and children continue to be at higher risk.

The primary cause of the majority of lead poisoning cases in NYS is deteriorating lead based paint and paint contaminated dust and soil in and around pre-1950 housing. Lead-based paint in older homes may also be exposed during renovation and remodeling. Less commonly, secondary sources such as water contaminated by its flow through lead pipes or brass fixtures, and certain consumer products that contain lead can be significant contributory sources.² Other sources contributing to lead poisoning can include lead-glazed ceramic ware, certain ethnic spices, foods and cosmetics. People in certain occupations such as painters, plumbers, mechanics, or construction workers may be exposed to lead on the job and bring it home on their skin and clothes. Hobbies that use lead, such as making pottery or stained glass, refinishing furniture, making lead figurines, using indoor firing ranges or loading homemade ammunitions also can be sources of exposure for young children.

Over 90 percent of all lead-based paint used in housing is in pre-1950 housing. Forty three percent (3,300,000) of homes in New York State were built prior to 1950, over one million more than the next highest state. In 2000-2001, 36 zip codes (2% of the approximately 1,700 non-New York City zip codes) accounted for 41 percent of all the children who were identified with EBLLs in upstate NY. In addition, these 36 high-incidence zip codes have a substantially higher proportion of pre-1950 housing stock (59 percent) than elsewhere in the state.

² Meyer PA, Pivetz T, Dignam TA, Homa DM, Schoonover J, Brody D. Centers for Disease Control and Prevention. Surveillance for elevated blood lead levels among children — United States, 1997-2001. *MMWR. Surveillance Summaries*. 52(10):1-21, 2003 Sep 12.

³ Bernard SM, McGeehin MA. Prevalence of blood lead levels ≥ 5 mcg/dL among US children 1 to 5 years of age and socioeconomic and demographic factors associated with blood of lead levels 5 to 10 mcg/dL, Third National Health and Nutrition Examination Survey, 1988-1994. *Pediatrics* 112(6):1308-13, Dec 2003.

Additional information is available in the recent NYS data report, *Promoting Lead Free Children in New York State: A Report of Lead Exposure Status Among New York State Children, 2000-2001* on the New York State Department of Health public website at http://www.nyhealth.gov/nysdoh/lead/exposure_report/index.htm or the New York City Health and Mental Hygiene publication, *New York City Childhood Lead Poisoning Prevention Program -- Annual Report 2003* on the NYC website at <http://www.nyc.gov/html/doh/html/pub/pub.shtml?t=lead>.

The incidence and prevalence of childhood lead poisoning has been declining in New York State in recent years, but much work remains. New York State Public Health Law and regulations mandate universal blood lead testing by health care providers for all children at or around age one year and again at or around age two years, and annual risk assessment with blood lead testing as indicated at ages six months to six years. The number of children receiving risk assessments and blood lead testing in accordance with regulations has not yet reached the desired level in a number of localities:

- In 2002-03, 66% of children in NYS (excluding NYC) received at least one blood lead test by 24 months of age (*2001 birth cohort*). The majority of first tests (55.8%) occurred prior to age 16 months, while a smaller percentage (10.3%) occurred between ages 16 and 24 months. The proportion of children tested at least once by age 24 months of age has increased 5% since 1998.
- In 2004, 72% of 1 year olds and 60% of 2 year olds were tested.
- Among New York State children enrolled in Medicaid Managed Care, 74% had at least one lead test recorded by age 24 months (*2003 data*).
- Among NYS (excluding NYC) children with non-elevated initial screening tests, 32% received a second lead test (*1996-2000 data*).
- Among NYC children, 30% received a blood lead test at both 12 and 24 months of age (*2000 birth cohort*).

Blood lead testing at age one is intended to identify children soon after they become mobile, when they may potentially be exposed to environmental sources of lead. Testing all children for blood lead again at age two is critical even if the initial blood lead test is within normal limits. Children's lead exposure generally peaks at age two due to increased exploration of the environment and normal hand-to-mouth behavior, which results in the ingestion of lead dust. Following identification, these children benefit from interventions to reduce levels and prevent further exposure. A recent analysis demonstrated that among those children with normal blood lead results on initial screening who were screened a second time, eight percent were found to have newly elevated blood lead levels at or above 10 ug/dL on second screening.

New York State Public Health Law and regulations also require all prenatal health care providers to assess each woman at the initial prenatal visit for high dose lead exposure using a risk assessment tool and obtain a blood lead test for any pregnant woman found to be at risk for current high dose lead exposure.

New York State has developed a strategic plan to eliminate childhood lead poisoning by 2010. The plan calls for an expanded emphasis on primary prevention, while maintaining and strengthening screening, surveillance, and case management activities. Screening of blood lead levels is an essential component of prevention efforts to support early identification and management of exposed children and to identify and remediate sources of lead exposure to prevent continued lead exposure. Screening remains a critical surveillance tool to monitor progress and target further efforts towards elimination. More information is available in the report *Elimination of Childhood Lead Poisoning in New York State by 2010* on the New York State Department of Health public web site at <http://www.nyhealth.gov/nysdoh/environ/lead/finalplantoc.htm>.

B. Who May Apply

Applications will be accepted from not-for-profit hospitals licensed under Article 28 of the Public Health Law (PHL). Applicants must have a Pediatric or Family Residency Program and must have a pediatric intensive care unit to directly provide pediatric intensive care in a pediatric intensive care unit. A copy of an Accreditation Certificate to be a training site for a Pediatric or Family Residency Program must be included.

C. Availability of Funds

It is anticipated that \$600,000 will be available to support three (3) contracts, one to the highest scoring applicant in each geographic region. Applicants may apply for up to \$200,000 to provide services in each of the following designated regions: Metropolitan/Hudson Valley, Eastern/Central, and Western Region. For the purpose of this initiative, the geographic regions are defined in Table 1. (See also Attachment 6: Map of New York State by Regions)

A condition of the grant award, applicants need to have a part-time physician medical director who is experienced in the medical management of childhood lead poisoning cases. Applicants need to have a full-time coordinator of all activities of the grant. Grant funds can be used to support but not exceed 15% for the required physician medical director position and 100% for the full-time coordinator.

Table 1. Geographic Regions for Lead Poisoning Prevention Resource Centers

| <u>Metropolitan/ Hudson Valley Region</u> | <u>Eastern Region/Central Region</u> | | <u>Western Region</u> |
|---|--------------------------------------|--------------|-----------------------|
| Nassau | Albany | Broome | Chemung |
| Suffolk | Clinton | Cayuga | Allegany |
| Queens | Columbia | Chenango | Cattaraugus |
| Bronx | Delaware | Cortland | Chautauqua |
| Richmond | Essex | Herkimer | Erie |
| Kings | Franklin | Jefferson | Genesee |
| New York | Fulton | Lewis | Livingston |
| Dutchess | Greene | Madison | Monroe |
| Orange | Hamilton | Oneida | Ontario |
| Putnam | Montgomery | Onondaga | Schuyler |
| Rockland | Rensselaer | Oswego | Seneca |
| Sullivan | Saratoga | Otsego | Niagara |
| Ulster | Schenectady | St. Lawrence | Steuben |
| Westchester | Schoharie | Tioga | Orleans |
| | Warren | Tompkins | Wayne |
| | Washington | | Wyoming |
| | | | Yates |

It is expected that the contracts resulting from this RFA process will have an initial contract period from January 1, 2008. These contracts will be eligible for up to four annual renewals allowing for a possible end date of December 31, 2013. Renewals will be contingent upon successful completion of all program requirements and funding availability.

The Department of Health reserves the right, if an acceptable proposal for services within a region is not received, to provide additional funds to the highest scoring applicant receiving an award to serve a contiguous region, to cover those additional counties. If an applicant does not agree to add to its service area, the next highest scoring contiguous applicant will be contacted.

Within a selected multi-county geographic region, the Department will consider collaborative applications for eligible entities if one entity serves as the lead institution. Collaborative applicants must demonstrate, through a formal agreement with other institution(s) that they can provide adequate services to the entire region. The formal agreement between institutions must be submitted with the principal institution's application.

D. Program Activities/Outcomes

1. Program Activities

The Regional Resource Centers will be expected to accomplish all of the following program activities:

- a. Outreach, Education and Technical Assistance to Health Care Providers:**
 - Develop and implement effective, evidence-based outreach, education and technical assistance to regional health care providers on lead poisoning in children and pregnant women. Provider education should be a major emphasis of RRC work, and must address multiple areas of lead poisoning prevention, including anticipatory guidance, risk assessment, screening, clinical management, and utilization of other community resources to best meet the needs of patients and families.
 - Assist the NYSDOH in improving health care provider compliance with New York State screening regulations.

- b. Clinical Case Management:**
 - Provide consultation and technical assistance to health care providers and local health departments on case management for specific children and pregnant women with elevated blood lead levels, and facilitate coordination of case management activities when needed.

- c. Capacity Building in Health Care and Public Health Systems:**
 - Actively participate in regional or community lead poisoning prevention coalitions and other community-based lead related prevention activities, and take steps to engage other local health care providers and others in community level lead poisoning prevention efforts.
 - In coordination with other RRCs, assist the NYS Department of Health with ongoing policy and program development work related to lead poisoning prevention, through provision of expert input, participation in statewide lead prevention activities, dissemination of information and materials, and other activities as needed.

- d. Materials Development and Regional Information Clearinghouse:**
 - Develop and disseminate to health care providers and others effective and culturally appropriate educational materials and relevant clinical tools for use with families and others.

- e. Program Evaluation:**
 - Design and implement evaluation tools and methods to monitor and assess the implementation and effectiveness of these activities.

2. Outcomes to be Achieved

The RRCs will provide support and direction to health care providers, local health departments, and community agencies. The RRCs must identify ways to assess the needs of these target individuals, groups, and communities; improve communication among those involved; design and implement effective strategies to accomplish the outcomes of this initiative; and evaluate the effectiveness of activities. Their work will assist NYSDOH in the elimination of childhood lead poisoning by 2010 through the achievement of the following outcomes:

- a. Increase lead screening of children and lead risk assessment of pregnant women, consistent with NYS Public Health Law and regulations;
- b. Increase timely, comprehensive, coordinated clinical management of children and pregnant women with lead poisoning;
- c. Increase leadership of and collaboration with health care providers in community prevention activities; and
- d. Increase parent/caregiver practice of basic lead prevention, hazard identification, and hazard reduction activities.

E. Application Format and Content

1. Application Format - **All applications should conform to the format prescribed below. Points will be deducted from applications which deviate from the prescribed format.**

Applications should not exceed **18 double-spaced typed pages** (not including the cover page, Work plan, budget, budget justification and attachments: letters of support, letters of cooperation or memoranda of understanding, organizational chart), using a pitch font not smaller than **twelve (12)** with **one (1) inch margins** on all sides.

Please submit one (1) original, unbound signed application, and six (6) bound copies, including attachments. The application should be printed on 8 1/2 x 11" standard letter-size paper. Pages should be consecutively numbered. Please do not include audiotapes, videotapes or any other unsolicited information, as it will not be passed on to reviewers. Forms may be downloaded from the electronic version of this RFA that appears on the Department's public website:

<http://www.nyhealth.gov>.

2. Application Content - **All sections in the application should be labeled to correspond to the numbers and letters presented below.**

1. Cover Page **(The cover page will not count toward the page limit.)**

A form is provided in Attachment 5 that will serve as the application cover page and the application bid form. This form must be signed by an official in the applicant organization having the authority to agree to and ensure deliverables in the application, e.g., the Chief Executive Officer or the Chairperson of the Board of Directors. The cover page should also provide the name of a person who should be contacted by those seeking information about the application, the full mailing address, telephone number and extension, fax number and e-mail address. Indicate on the cover page the region served, indicated by listing the county names that the applicant is proposing to serve.

2. **Program Summary: (Not to exceed 1 page)**

Summarize the proposed program in one page or less. Describe the intent of the program, targeted area, population(s) to be served, scope of activities and the anticipated outcomes.

3. **Statement of Need: (Not to exceed 3 double-spaced pages)**

Three (3) geographic regions have been identified to ensure statewide coverage (see listing in Section II. C or Attachment 6: Map of New York State by Regions). The applicant will select one of these defined multi-county geographic service regions, and describe the need for services from a Regional Lead Poisoning Prevention Resource Center within that region.

For each stated area of need, the applicant will describe the evidence base for the need that is identified. Examples of such evidence include community needs assessments, health care provider surveys, focus group reports, surveillance data, and scientific literature. Also describe any barriers that are identified.

At a minimum, this description should include:

- A brief environmental/health assessment of the region, including social, demographic, and health characteristics of the region which at a minimum describe age, race, income, and health status indicators.
- Screening rates, incidence and prevalence of elevated blood lead levels in children and the local impact of elevated blood lead levels on the target population.
- The learning needs of health care providers within the region related to lead screening and lead prevention practice.
- Available service delivery, gaps in service delivery and any barriers to access to quality comprehensive health care services. Identify what services are needed to improve accessibility, availability, acceptability, and affordability of lead-related health care services for children and pregnant women.
- Any other relevant characteristics or needs specific to the region to be served.

4. **Organizational Capacity (Applicant Organization): (Not to exceed 4 double-spaced pages)**

Describe the applicant agency, its mission and services.

- a. **General qualifications:** Describe your agency's qualifications, record of performance and experience in delivering age and culturally appropriate health services to children, families and health care professionals. Provide a thorough description of the experience and capabilities of the applicant institution, including description of

programs and services, number and qualifications of staff, and years in operation. Describe previous collaboration experiences in providing health related services and outcomes achieved by the collaboration. Describe the capability and record of performance of each proposed subcontractor, if applicable.

- b. Lead poisoning prevention experience: Describe your agency's experience and/or capacity in each of the areas and activities listed in i-iii, below. Applicants will be evaluated on their demonstrated experience, capacity to carry out the work plan objectives and prior success with childhood lead poisoning prevention.
 - i. Lead poisoning prevention and patient management: Describe the agency's experience in the following areas:
 1. Ability to provide comprehensive family education on lead risk reduction.
 2. Clinical management of children and pregnant women with elevated blood lead levels, including inpatient chelation services.
 3. Communicating and working with multi-disciplinary teams that include local health departments, social services, nutrition, housing, special education, medical providers and/or community agencies in local or regional communities. Describe the system of referral to these agencies.
 - ii. Education, Consultation, and Collaboration: Describe agency's related experience regarding each component of the following lead related activities:
 1. Consultation, education and technical assistance to health care providers and local health departments on lead screening, and the clinical management of children and pregnant women.
 2. Participation in community activities to prevent childhood lead poisoning.
 3. Developing and disseminating educational materials for the target audiences for this initiative: health care providers, local health departments, and community agencies that serve children and pregnant women.
 - iii. Hospital services:
 1. Describe the availability of pediatric intensive care, and the ability to manage children with severe lead poisoning.
 2. Provide the most recent annual number of hospital admissions for children and pregnant women for lead poisoning. In addition, provide a description of any existing lead poisoning clinic and the number of outpatient visits for children and pregnant women.
 3. Describe discharge planning services that include referral back to primary care providers and local health department lead poisoning prevention programs to ensure appropriate follow-up.

5. Program Plan (Not to exceed 10 double-spaced pages)

The Program Plan portion of the application is in both narrative and work plan formats. Each of the proposed activities will clearly address the issues raised in the Statement of Need on

page 10 and will be related to the four outcomes described in D2, on page 9. The Program Plan should fully describe how the proposed Resource Center will accomplish the program activities in the required five core activity areas (D1, on page 8).

The Program Plan will:

- describe how the proposed services will complement existing lead prevention activities within the region;
- describe the specific target audience(s) and settings for activities;
- identify a timeframe for implementation of each proposed activity; and
- explain how the proposed activities relate to any or all of the four outcomes outlined on page 9 of this RFA; and address the issues outlined in the Statement of Need section of this application.

A. Outreach, Education and Technical Assistance:

- Describe the education and technical assistance needs of health care providers in the targeted region. Provide relevant quantitative and qualitative data to substantiate these needs wherever possible.
- Describe how the RRC will conduct outreach and provide education to health care providers in the region regarding lead poisoning prevention including anticipatory guidance, risk assessment, increased screening rates, clinical management and utilization of other community resources to improve health care provider compliance with NYS Public Health Law and regulations.
- Describe how the work of the RRC will improve lead screening rates in children through their work with regional health care providers.
- Describe other proposed activities related to outreach, education and technical assistance.

B. Clinical Management, Consultation and Technical Assistance:

- Describe how the RRC will provide technical assistance to health care providers and local health departments regarding case management of children with elevated blood lead levels and facilitate coordination of case management activities, as needed.
- Describe how the RRC will provide pregnant women referral for consultation.

C. Capacity Building at the Community and State Levels:

- Describe how the proposed Regional Resource Center will actively participate in community-based lead prevention activities. Describe the steps that will be taken to engage other local health care providers in community-level lead poisoning prevention efforts.
- Describe how the proposed Resource Center will coordinate with other RRCs to assist the NYS Department of Health with ongoing policy and program development work related to lead poisoning prevention, through provision of expert input, participation in statewide lead prevention activities, dissemination of information and materials, and other activities as needed.

D. Materials Development and Information Clearinghouse:

- Describe how the proposed Regional Resource Center will develop and disseminate to health care providers effective and culturally appropriate educational materials and relevant clinical tools for use with families. These materials will be based on the learning needs of health care providers.

E. Program Evaluation

Applicants are expected to monitor progress on the proposed activities identified in the work plan. This should include specific process and outcome indicators that will be monitored to measure progress toward implementation of activities and achievement of outcomes.

- Indicators to be monitored should include each of the following:
 - a. Process measures (implementation of activities and production of materials, trainings and other relevant outputs).
 - b. Short-Term Outcomes (changes in knowledge, attitude, beliefs, skills, confidence, or other factors among variety of target audiences).
 - c. Intermediate Outcomes (changes in screening practices, improvements in case management, increase in health care providers' participation in lead and other environmental hazard prevention-related community activities, changes in parent/caregiver prevention behavior).
 - d. Long Term Outcome/Impact (changes in incidence, prevalence and severity of childhood lead poisoning, including reduction of socioeconomic and geographic disparities).
- Describe the methods to monitor and assess the implementation of the proposed strategies.
- Describe the methods and tools the RRC will use to evaluate the success of the proposed strategies.

6. Work Plan (The work plan will not count toward the page limit)

Applicants will be required to supply all information requested on the work plan (Attachment #4). In completing the work plan, the applicant should:

- Provide measurable objectives and activities to achieve program outcomes. Objectives include both process and outcome objectives that describe how you will achieve the specified goal.
- Include with objectives a timeframe, responsible staff by position, indicators that will be tracked, evaluation methods, sources of data, and method of data collection.
- Relate work plan activities directly to the Statement of Need and requested amount of funding.

7. Budget and Budget Justification (The Budget pages and justification will not count toward the page limit)

- The budget should be consistent with the scope of services and should be reasonable and cost effective.
- This funding may be used only to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities.
- Grant funds can be used to support but not exceed 15 percent full time equivalent for the required part-time physician/medical director position, and 100 percent full time equivalent for a coordinator position.
- Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items.
- An in-kind match of at least 5 percent will be required from the lead agency AND for each of the collaborating partners. This match may not be used as a match on any other grant. The source of the proposed match will be reflected on Budget Form B-6. This match should be clearly related to resource center activities. The match may include, but is not limited to the following:
 - Personnel costs;
 - Volunteer and/or staff donated time;
 - Facility space/estimated and/or actual room rental;
 - Travel;
 - AV equipment use;
 - Other equipment purchased and used to support the initiative;
 - Office supplies in support of the initiative;
 - Donated items/incentives from local businesses, organizations or individuals; and/or
 - Cash match.

No more than 10% administrative costs directly related to project activities will be allowed. Administrative costs are identifiable and verifiable expenses for duties performed in support of a grant by persons not directly involved in the provision of deliverables as outlined in the work plan. Those persons generally perform similar administrative duties for other grants or projects, and their time is apportioned accordingly in the various budgets. Administrative costs will be provided as detailed line items, not as a percentage of total costs. Indirect costs may not be charged to New York State grants, but may be shown as an in-kind expense in other source of funds. Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of structure.

Applicants will be evaluated on how consistent the proposed budget is within the scope of activities to be conducted including an appropriate overall staffing pattern; how in-kind services indicate an organizational commitment to this project; and a clear and appropriate budget justification.

8. Statement of Assurances

Complete and sign the attached Statement of Assurances. The form must be signed by the chief official of the sponsoring facility or his/her designee (Attachment 10).

F. Review Process

Applications will be reviewed and evaluated competitively by staff in the New York State Department of Health. All applications should conform to the format prescribed below. Up to five points will be deducted from applications that are not in the prescribed format. The format for submitted pages should include the following:

- Double spaced
- 12 pitch font
- Pages should be consecutively numbered
- 18 page limitation
- 1 inch margins on all sides

Applications failing to provide all response requirements or failing to follow the prescribed format will have points deducted. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

- Program Summary (not to exceed 1 page) – maximum score 0
- Statement of Need (not to exceed 3 double-spaced pages) – maximum score 15
- Organizational Capacity (not to exceed 4 double-spaced pages) – maximum score 20
- Program Plan (not to exceed 10 double-spaced pages) – maximum score 25
- Work Plan (no page limit) – maximum score 20
- Budget and Budget Justification (no page limit) – maximum score 20

Following the award of grants from this RFA, applicants may request a debriefing from NYS DOH Bureau of Child and Adolescent Health no later than three months from the date of the award announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

III. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health, Division of Family Health, Bureau of Child and Adolescent Health. The department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Barbara Leo, Program Manager
Bureau of Child and Adolescent Health
NYS Department of Health
Corning Tower, Room 208
Albany, N.Y. 12237
Fax: (518) 486-7268
E-mail: bjl03@health.state.ny.us

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until August 8, 2007.

Questions of a technical nature, limited to how to prepare the application (e.g., formatting) rather than relating to the substance of the application, can be addressed in writing, e-mail or via telephone by contacting Barbara Leo at (518) 402-5706.

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application. See the paragraph titled "Applicant Conference and Letter of Interest" (below) to determine how to receive department responses to questions.

Written answers to all questions raised will be provided on or before September 5, 2007. The questions and answers as well as any updates and/or modifications will be posted on the Department of Health's website at www.nyhealth.gov/funding/.

C. Applicant Conference and Letter of Interest

An Applicant Conference will not be held for this project.

Submission of a Letter of Interest is encouraged if prospective applicants want to automatically receive written responses to written questions, or to receive any updates/modifications to this RFA. The letter of interest must be received by August 8, 2007. This letter should be sent to the name and address on the cover of this RFA. Failure to submit a letter of interest will not preclude the submission of an application.

D. How to File an Application

Applications must be received at the following address by **5:00 pm on October 2, 2007**. Late applications will not be accepted. The mailing address for the application is:

Barbara Leo, Program Manager
Bureau of Child and Adolescent Health
NYS Department of Health
Corning Tower, Room 208
Albany, N.Y. 12237

Applicants shall submit **one (1) original, unbound, signed application and six (6) bound**

copies, including attachments. The application package should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications **WILL NOT** be accepted via fax or e-mail.

It is the applicant's responsibility to ensure that applications are delivered to New York State Department of Health by the date and time specified above. Late applications due to delay by the carrier **will not** be considered.

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate the detail specifications should no applications be received that meet all these requirements.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the Office of the State Comptroller.

It is expected that contracts resulting from this RFA will have the following time period: the initial contract will be for a one-year period, January 1, 2008 – December 31, 2008, with the option to renew for four additional one year periods contingent upon successful implementation of program requirements and funding availability.

G. Payment & Reporting Requirements

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed twenty-five (25) percent of the maximum amount indicated in the contract budget as set forth in the most recently approved Appendix B.
2. The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

Fiscal Unit
Division of Family Health
NYS Department of Health
Corning Tower Building
Room 878
Empire State Plaza
Albany, New York 12237-0657

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: **Payment will be for reimbursement of costs incurred on a quarterly basis contingent on the submission of all acceptable required programmatic narrative reports within 30 days from the end of each reporting quarter (March, June, September, December), and meeting all work plan deliverables.**

3. The grant contractor shall submit the following periodic reports:
 - Quarterly programmatic narrative reports.

H. Vendor Responsibility Questionnaire

New York State Procurement laws and guidelines require that state agencies award contracts only to responsible vendors. Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) f of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State against failed contracts. Additionally, the State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the SFL.

Attachments to the Vendor Responsibility Questionnaire include:

1. IRS letter granting 501-c-3 status; and
2. List of all New York State contracts

The following factors are to be considered in make a responsibility determination:

- legal authority to do business in New York State;
- integrity;
- capacity – both organizational and financial; and
- previous performance.

Additional information concerning vendor responsibility may be found at the Office of the State Comptroller's (OSC) website: <http://nyosc3.osc.state.ny.us/agencies/gbull/g221.htm>.

Detailed interpretation of frequently asked questions regarding vendor responsibility may also be found at the OSC website: <http://www.osc.state.ny.us/vendrep/faqs.htm>.

Attachment 8 contains the "Vendor Responsibility Questionnaire" for use by all applicants other than municipalities or other local governments. All applicants will be required to complete the Vendor Responsibility Questionnaire if applicable to your organization. Awards will not be given to non-governmental applicants who do not complete the questionnaire.

I. General Specifications

1. By signing the Application Form, each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact

and date of such termination to the Applicant.

- c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Appendices

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application.

APPENDIX A - Standard Clauses for All New York State Contracts

APPENDIX A-1 Agency Specific Clauses

APPENDIX A-2 Program Specific Clauses

APPENDIX B - Budget

APPENDIX C - Payment and Reporting Schedule

APPENDIX D - Work Plan

APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR'S insurance carrier and/or the Workers' Compensation Board, of coverage for:

- Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Corning Tower Rm. 1315, Albany 12237-0016), or
 - Affidavit Certifying That Compensation Has Been Secured, form SI-12 or GSI-105.2, or

- Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WC/DB-100 or 101, completed for Workers' Compensation; and
- Disability Benefits, for which one of the following is incorporated into this contract as Appendix E-2:
 - Certificate of Disability Benefits Insurance, form DB-120.1, or
 - Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155, or
 - Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WC/DB-100 or 101, completed for disability benefits insurance.

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should your agency receive an award.

IV. APPLICATION CHECKLIST

**New York State Department of Health
Regional Childhood Lead Poisoning Prevention Resource Centers**

RFA Number: DFH – FAU # 0701100212

This form is for the applicant organization's use to ensure that all required documents are included in the application.

- Cover Sheet**
- Statement of Need**
- Organizational Capacity**
- Organizational Structure**
- Program Plan**
- Work Plan**
- Budget and Budget Justification**
- Statement of Assurances**
- Vendor Responsibility**
- Copy of an Accreditation Certificate for a Pediatric or Family Residence Program**

V. Attachments

| | |
|------------------|---|
| Attachment 1: | Standard Grant Contract with Appendices |
| Attachment 2: | General Instructions |
| Attachment 3: | Application Budget Format |
| Attachment 4: | Work Plan Format |
| Attachment 5: | Application Cover Page/Application Bid Form |
| Attachment 6A-C: | Map of New York State by Regions |
| Attachment 7: | Letter of Interest Format |
| Attachment 8: | Vendor Responsibility Questionnaire |
| Attachment 9: | NYS Public Health Regulations |
| Attachment 10: | Statement of Assurances |

GRANT CONTRACT

STATE AGENCY (Name and Address):

NYS Department of Health
Empire State Plaza
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: _____

ORIGINATING AGENCY CODE: _____

CONTRACTOR (Name and Address):

«Organization_Name»
«street_address_1»
«street_address_2»
«city», «state» «zip»

TYPE OF PROGRAM(S)

Regional Lead Resource Center

FEDERAL TAX IDENTIFICATION NUMBER:

INITIAL CONTRACT PERIOD

FROM: January 1, 2007

MUNICIPALITY NO. (if applicable):

TO: December 31, 2007

CHARITIES REGISTRATION NUMBER:

__ - __ - __ - __ or () EXEMPT:

(If EXEMPT, indicate basis for exemption):

FUNDING AMOUNT FOR INITIAL PERIOD:

MULTI-YEAR TERM (if applicable):

FROM: January 1, 2007

TO: December 31, 2007

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT() A
SECTARIAN ENTITY

CONTRACTOR IS() IS NOT() A
NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

| | | |
|-----|--------------|--|
| ___ | APPENDIX A | Standard clauses as required by the Attorney General for all State contracts. |
| ___ | APPENDIX A-1 | Agency-Specific Clauses (Rev 11/06) |
| ___ | APPENDIX B | Budget |
| ___ | APPENDIX C | Payment and Reporting Schedule |
| ___ | APPENDIX D | Program Workplan |
| ___ | APPENDIX X | Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) |

OTHER APPENDICES

| | | |
|-----|--------------|---|
| ___ | APPENDIX A-2 | Program-Specific Clauses |
| ___ | APPENDIX E-1 | Proof of Workers' Compensation Coverage |
| ___ | APPENDIX E-2 | Proof of Disability Insurance Coverage |
| ___ | APPENDIX H | Federal Health Insurance Portability and Accountability Act Business Associate Agreement |
| ___ | APPENDIX ___ | _____ |
| ___ | APPENDIX ___ | _____ |

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. _____

CONTRACTOR

STATE AGENCY

By: _____
(Print Name)

By: _____
(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification:
"In addition to the acceptance of this contract,
I also certify that original copies of this signature
page will be attached to all other exact copies of
this contract."

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or

termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

1 CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

2 GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

3 LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

4 NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

5 SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

STANDARD CLAUSES FOR NYS CONTRACTS APPENDIX A

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

2 **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or

(b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

1 **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

2 **PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A-1
(REV 11/06)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
 - c. The CONTRACTOR shall comply with the following grant requirements regarding audits.

acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal 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 federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any

indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 - b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which

this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges;
 - ◆ Appendix C - Section 11, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

WC/DB -101, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

WC/DB -101, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

13. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
14. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2
PROGRAM SPECIFIC CLAUSES

1. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
2. The Department shall have the right to contact any subcontractor directly concerning the performance of the obligations contained herein and to require the attendance of the subcontractor at any or all meetings between the Contractor and the Department, at which the performance of the Contractor pursuant to this AGREEMENT will be discussed.
3. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractor's request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this AGREEMENT, or at the direction of the Department, used to provide additional services provided for under this AGREEMENT.
4. The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this AGREEMENT. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.
5. PUBLICATIONS AND COPYRIGHTS
 - a. The Contractor agrees that any and all materials, publications, videos, curricula conceived, produced and/or reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall become property of the Department and shall acknowledge the support of the Department of Health with the following language: "Produced with funding from the New York State Department of Health, Division of Family Health".
 - b. The Department and the State of New York expressly reserve the right to reproduce, publish, distribute, copyright, or otherwise use, in perpetuity, any and all materials, publication, videos, curricula conceived and produced, resulting from the AGREEMENT or activity supported by this AGREEMENT.
 - c. The Contractor agrees that unless otherwise provided by the terms of this agreement, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this AGREEMENT, or permitting others to do so without the prior written consent of the Department.

- d. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.
- e. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the State of New York and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or the State of New York.

6. PURCHASING

- a. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition.
- b. Procurement records and files for purchases in excess of \$5,000 shall include the following:
 - i. basis for selection;
 - ii. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
 - iii. justification for lack of competition when competitive bids or offers are not obtained;
 - iv. basis for award cost or price.

- 7. Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary, and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this AGREEMENT. Such expenses shall be limited to the established travel reimbursement guidelines for State employees, issued by the Office of the State Comptroller.
- 8. All equipment the cost of which is reimbursed from State funds shall be deemed to be property of the State and shall be used as far as practicable by the CONTRACTOR for the purpose of carrying out the intent of this contract and shall not be available for the general use of the CONTRACTOR. A complete inventory of all such equipment shall be maintained by the contractor who shall report to the appropriate Program Director of the State Department of Health acquisitions of equipment not later than ten days after receipt. All such equipment shall be identified in a suitable manner. An annual inventory of such equipment shall be submitted to the Program Director for inclusion in the annual equipment inventory of the State Department of Health. The annual inventory by the CONTRACTOR is to be inclusive of all such equipment received during the inventory year ending April 1st, and shall be submitted not later than **April 15th** following the close of the inventory year. Within thirty days after the completion of the services to be performed under this contract, the CONTRACTOR shall submit to the Program Director a final inventory of all such equipment on hand. Disposition of the inventoried property will be made in accordance with applicable provisions of law.

APPENDIX B

BUDGET
(sample format)

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

Personal Service

| Number | Title | Annual Salary | % Time Devoted to This Project | Total Amount Budgeted From NYS |
|--------|-------|---------------|--------------------------------|--------------------------------|
|--------|-------|---------------|--------------------------------|--------------------------------|

Total Salary _____
Fringe Benefits (specify rate) _____
TOTAL PERSONAL SERVICE: _____

Other Than Personal Service Amount

Category
Supplies
Travel
Telephone
Postage
Photocopy
Other Contractual Services (specify)
Equipment (Defray Cost of Defibrillator) _____

TOTAL OTHER THAN PERSONAL SERVICE _____

GRAND TOTAL _____

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: (required)

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ❶ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ❷ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ❶ the end of the first monthly/quarterly period of this AGREEMENT;
or
- ❷ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the

STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name: _____

Report Type:

- A. Narrative/Qualitative Report
_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

Contractor: _____
Contract No.: _____

**APPENDIX D
SAMPLE WORKPLAN**

Contract Period:

| MEASUREABLE OBJECTIVES | ACTIVITIES RELATED TO OBJECTIVES | TIME FRAME | PERSON(S) RESPONSIBLE | METHODS OF EVALUATION |
|-------------------------------|---|-------------------|------------------------------|------------------------------|
| | | | | |

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices)_____.

All other provisions of said AGREEMENT shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under this signatures.

CONTRACTOR SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

State Agency Certification:
"In addition to the acceptance of this contract,
I also certify that original copies of this signature
page will be attached to all other exact copies of
this contract."

STATE OF NEW YORK)
)
County of _____) SS:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

**GENERAL INSTRUCTIONS
APPLICATION INSTRUCTIONS**

I. GENERAL INSTRUCTIONS/GUIDANCE

The following instructions apply to the Regional Childhood Lead Resource Center contracts:

Application - The application should include the amount of funding requested for the period January 1, 2008 – December 31, 2008 and be addressed to:

Ms. Barbara Leo
Program Manager, Childhood Lead Poisoning Prevention Program
Bureau of Child & Adolescent Health
Room 208, Corning Tower Building
Empire State Plaza
Albany, New York 12237-0618

Guidance:

All revenues earned because of services and related activities performed pursuant to the contract shall be used to expand program services funded by the agreement or to offset expenditures submitted to the state for reimbursement.

Whenever possible, assistance should be provided with Medicaid enrollment, Child Health Plus, WIC, PCAP or other appropriate health care/social support systems. **All third party payers must be billed first (Form B-6).**

Patient confidentiality and informed voluntary consent are a concern to everyone, thus requirements as stated in the NY State Hospital Code (Article 28) will be considered the minimum standard that needs to be maintained.

Please number all pages in the upper right-hand corner.

II. BUDGET INSTRUCTIONS

The budget must be prepared on the enclosed forms in Attachment 3 for the period January 1, 2008 – December 31, 2008. Budget requests should relate directly to activities in the narrative and work plan.

GENERAL INSTRUCTIONS (Cont'd)

III. WORKPLAN INSTRUCTIONS

The workplan should address all of the general program requirements. The workplan should include program objectives, tailored to the specific needs of the targeted service area(s) and population. Please use Attachment 4 for this section. If additional space is required to add information that does not fit within the worksheet, additional pages of narrative may be added. (Workplan pages do not count toward the page limit.)

Directions for completing the worksheets:

- Fill in the name of the provider and page number;
- The workplan objective/activities should address the outcomes specified;
- Objectives should be specific, measurable, achievable and outcome oriented;
- The activities column should include specific, planned activities to be carried out by the contractor/clinic staff, which will lead to attainment of each objective;
- **The activities should describe how the stated objective would be achieved. All services/activities provided should indicate the numbers to be served;**
- For each activity the responsible/lead person should be identified as well as the target dates for completion;
- For each activity, indicate an evaluation/tracking method.

Questions should be directed to Barbara Leo, Program Manager, Childhood Lead Poisoning Prevention Program, Bureau of Child and Adolescent Health, (518) 402-5706.

Attachment 3

Instructions to Complete Operating Budget and Funding Request (Tables A, A-1, A-2) General Information

Follow the instructions for completion of the Operating Budget and Funding Request and Budget Narrative/Justification. Budget request should relate directly to activities described in the project narrative and work plan. List those positions that support this initiative even if no funding is requested from New York State.

Administrative Costs

No more than **10 percent administrative costs** directly related to project activities will be allowed. Administrative costs are identifiable and verifiable expenses for duties performed in support of a grant by persons not directly involved in the provision of deliverables as outlined in the work plan. Those persons generally perform similar administrative duties for other grants or projects, and their time is apportioned accordingly in the various budgets. Administrative costs must be provided as detailed line items, not as a percentage of total costs. Indirect costs may not be charged to New York State grants but reflected as in-kind contributions.

TABLE A: SUMMARY BUDGET

This table should be completed last and will include the total lines only from Table A-1 (Personal Services) and Table A-2 (Nonpersonal Services) and the Grand Total. Total expense = NYS + 3rd party + Other Source. Other Source may be in-kind, other grants, etc.

TABLE A-1: PERSONAL SERVICES (PS)

Personnel, with the exception of consultants and per diems (which should be shown as an Nonpersonal Services expense on Table A-2), contributing any part of their time to the project should be listed with the following items completely filled in:

Title: The title given should reflect either a position within your organization or on this project.

Annual Salary: Regardless of the time spent on this project, the **TOTAL** annual salary for each position should be given.

% FTE: The proportion of time spent on the project based on a full time equivalent (FTE) should be indicated. One FTE is based on the number of hours worked in one week by salaried employees (e.g. 40 hour work week). To obtain % FTE, divide the hours per week spent on the project by the number of hours in a workweek. For example, an individual working 10 hours per week on the project given a 40 hour work week = $10/40 = .25$ (show in decimal form).

of Months: Show the number of months out of 12 worked for each title. [If an employee works 10 months out of 12, then $10\text{ months}/12\text{ months} = .8333$. This ratio is part of the total expense calculation below.]

Total Expenses: Total expense can be calculated using the following method:

Total Annual Salary x % FTE x (months worked/12) = Total Expense

TOTAL EXPENSE must then be distributed between (1) NYS, (2) third party, and (3) other source as deemed appropriate by your fiscal staff. You may use any combination of these three (3) categories for each line item, as long as the total expense for each line item is equal to the sum of the numbers shown to the right of it in those three funding categories. This is also applicable to Table A-2 discussed below.

Fringe Benefits: Insert the calculated Fringe rate (from Form B-2) in space provided. Multiply this rate by the sub-total Personal (Amount in Total Expense column subtotal Personal line). The total fringe amount should be shown (total annual salary x fringe rate from Form B-2).

Other Source: Include amounts expected to be received from all other sources including local appropriation, in-kind, 3rd party, grant funding, revenue earned from items funded by this grant, etc. A separate amount should be indicated for each source of funding.

Specify Other Source: Identify the source of funds for amounts shown in the “Other Source” column.

TABLE A-2: NONPERSONAL SERVICES (NPS)

All NPS expenses related to this project should be listed regardless of whether or not funding for these expenses is being requested from New York State. As with Table A-1, distribute total expense between NYS, third party, and other source (specify other source).

NOTE: THE OPERATING BUDGET AND FUNDING REQUEST WILL BE ACCOMPANIED BY THE BUDGET NARRATIVE/JUSTIFICATION FORMS.

Attachment 3

APPLICATION BUDGET FORMAT

TABLE A-1

Applicant _____

REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER
OPERATING BUDGET AND FUNDING REQUEST

[(2)X(4)]X(3) 12

[(5) - (6)]

| PERSONAL SERVICES | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
|------------------------------|---------------|-----------------|-------------|----------------|---------------------------|--------------------------|--------------------------------|
| Title | Annual Salary | # Months Funded | Percent FTE | Total Expenses | Amount Requested From NYS | Funds From Other Sources | Specify Other Sources of Funds |
| (List Personnel Budgeted) | | | | | | | |
| Sub-Total Salaries | | | | | | | |
| Fringe Benefits ____ percent | | | | | | | |
| Sub-Total Personal Services | | | | | | | |

Budget Forms Prepared by: _____

Telephone Number: _____

Attachment 3

APPLICATION BUDGET FORMAT (Cont'd)

TABLE A-2

Applicant _____

**REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER
OPERATING BUDGET AND FUNDING REQUEST**

[(2) - (3)]

| NONPERSONAL SERVICES | (2) | (3) | (4) | (5) |
|-----------------------------|----------------|---------------------------|------------------------|--------------------------------|
| | Total Expenses | Amount Requested From NYS | Other Sources of Funds | Specify Other Sources of Funds |
| | | | | |
| SUBTOTAL OTPS | | | | |
| GRAND TOTAL | | | | |

Attachment 3

BUDGET NARRATIVE/JUSTIFICATION INSTRUCTIONS

USING THE ATTACHED FORMAT, PROVIDE A JUSTIFICATION FOR THE EXPENSES INCLUDED IN EACH CATEGORY LISTED IN THE OPERATING BUDGET AND FUNDING REQUEST, TABLES A-1 AND A-2. THE JUSTIFICATION WILL REFLECT THE VARIOUS ITEMS OF EXPENSE (AND ESTIMATED COSTS) FOR EACH BUDGET CATEGORY, AND AN EXPLANATION OF HOW THE EXPENSES RELATE TO THE GOALS AND OBJECTIVES OF THE WORK PLAN.

FORM B-1: Personal Services

A description for all positions shown on Table A-1 must be included. Indicate name of incumbent, if not selected/designated, indicate to be hired/selected. The description should outline specific activities that will be carried out within the context of the project funded through this contract. Applicant will provide for each requested staff item an explanation as to how percentage of time devoted to the project was estimated. Contracted, consultant, or per diem staff should not be included in personal services; these expenses should be shown as consultant or contractual services under nonpersonal service.

FORM B-2: Fringe Benefit Rate

Specify the following components and their percentages comprising the Fringe Benefit Rate: FICA & Medicare Tax, Health Insurance, Unemployment Insurance, Disability Insurance, Life Insurance, Workers Compensation and Pension/Retirement (other components may be listed but require narrative justification/approval). Then total the percentages to show the fringe benefit rate used in budget calculations. If different rates are used for different positions, submit a Form B-2 for each rate and specify which positions are subject to which rate. Use an average of the multiple fringe benefit rates on table A-1.

FORM B-3: Nonpersonal Services

Supplies and Materials

Definition: Supplies and materials are items with an individual unit cost of less than \$300.

Software cost should be broken out separately under supplies and materials, regardless of cost.

Provide a delineation of the items of expense and estimated cost of each along with justification of their need. (Some supplies may be consolidated under the expense of office supplies, medical supplies, etc.).

Equipment

Definition: Any item with a unit cost of \$300 or more, and has a life expectancy of at least two (2) years. However, software regardless of cost should be budgeted under **supplies and materials** and broken out separately. Provide a delineation of each piece of equipment and estimated cost along with a justification of need. Explanations should be more detailed if the equipment is unique or if special features are included that justify a higher cost.

Other Expenses

LIST any item of expense not included elsewhere in the budget. Items might include: postage, printing, insurance, space occupancy, advertising, telephone, etc. Include a justification and allocation methodology for **EACH** item listed, if applicable.

Example: Insurance - The total policy for the agency is \$5,000. This contract constitutes five (5) percent of the total agency budget, as such, the amount requested is \$250.

\$ 50,000 contract amount

\$1,000,000 agency budget = 5 percent;

5 percent X \$5,000 = \$250

FORM B-4: Travel

Complete Form B-4 as appropriate and enter amount on Table A-2. Provide a delineation of the items of expense and estimated costs. Cost should be based upon a travel reimbursement policy. Contractor will be required to include two one-day trips: one for a meeting in Albany and the other for an Annual Conference (place to be determined). Travel by air will be allowed only if participants are from areas over 200 miles.

FORM B-5: Subcontracts/Consultants

Complete Form B-5 as appropriate and enter amount on Table A-2.

FORM B-6: Detail of Contractor Funds Supporting Initiative

Complete Form B-6 by listing all amount(s) of in-kind contributions for expenses, e.g., rent, utilities, etc., received from other sources as reflected in the Other Source columns on the budget Tables (A – A-2). Please specify the other sources, e.g., in-kind, local appropriation, 3rd party and grant funding, etc.

Attachment 3

Applicant: _____

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER
FORM B-1
PERSONAL SERVICES**

PERSONAL SERVICES

| Title | Incumbent (Name) | Description/Justification |
|---------------------------|------------------|---------------------------|
| (List Personnel Budgeted) | | |

Indicate the number of hours in a standard full-time workweek: _____ hours.

Attachment 3

Applicant: _____

**BUDGET NARRATIVE/JUSTIFICATION
REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER
FORM B-3
NONPERSONAL SERVICES**

NONPERSONAL SERVICES

| Item | Total Expense | Description/Justification |
|------|---------------|---------------------------|
| | | |

Attachment 3

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER
FORM B-2
FRINGE BENEFIT RATE**

Specify the percentages of the following components to determine the fringe benefit rate. If the positions have different fringe benefit rates, submit one form for each rate.

| Component | Rate |
|--|-------------|
| F.I.C.A (6.2%) and Medicare Tax (1.45%) | 7.65% |
| Health Insurance | |
| Unemployment Insurance | |
| Disability Insurance | |
| Life Insurance | |
| Worker's Compensation | |
| Pension/Retirement | |
| Total Fringe Rate * | |
| This amount must equal the Agency-wide rate percentage used in budget calculations unless positions have different fringe rates. If this is the case, use an average fringe benefit rate for all positions based on all rates submitted. | |

Applicant: _____

**BUDGET NARRATIVE/JUSTIFICATION
REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER
FORM B-4
TRAVEL**

PROVIDE A DELINEATION OF THE FUNDING REQUESTED IN EACH OF THE FOLLOWING SUB-CATEGORIES IF APPLICABLE, ATTACHING ADDITIONAL SHEETS AS NECESSARY.

| | | |
|--|--|----------|
| Staff Travel | Include number of staff, titles of staff and estimated travel costs (including transportation, lodging and meals for the contract period), and purpose of travel. Staff should include 1 required one-day trip to Albany and 1 one-day trip for an Annual Conference (TBD). | \$ _____ |
| Out-of-State and Conference Travel | Provide an estimate of the amount you anticipate spending on out-of-state and conference travel along with a delineation of the travel (as noted in the examples below) and a justification of how the travel relates to program objectives. All out-of-state travel must have prior approval. | \$ _____ |
| <p><i>EXAMPLES:</i></p> <p>In-State: Program Coordinator and Medical Director to attend 2 Related in-State conferences; 2 staff X 2 conferences each X \$300 per Conference (includes transportation, lodging and meals) = \$1,200.</p> <p>Out-of-State: Program Coordinator and Medical Director to attend conference (including transportation, lodging, meals) at a cost of \$900 per person = \$1,800 (If the location is known, it should be indicated. If it is not known, it must be submitted with the voucher on which reimbursement is claimed).</p> | | |

* NOTE: The amount shown here must equal the total cost of travel found on Table A-2/NPS.

Applicant: _____

**BUDGET NARRATIVE/JUSTIFICATION FORM
REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER
FORM B-5
SUBCONTRACTS/CONSULTANTS**

ORGANIZATION:

Please provide a listing of all subcontracts including consultant contracts, which will be supported, in full or in part with the requested funding as outlined below. A line item budget for the funding requested should be attached for each subcontract. If the subcontractor has not yet been selected, please indicate Not Selected in the Subcontractor/Consultant Name column and provide all other pertinent information. That information should include specific service to be provided and the time frame for the delivery of services. Number of hours and rate of payment must be included for contractual staff. A final and complete detailed budget must be submitted for each subcontractor. Subcontracts are subject to review and approval by the NYS Health Department.

| SUBCONTRACTOR/ CONSULTANT NAME | TOTAL FUNDING | FUNDING REQUESTED FROM NYS | DESCRIPTION OF SERVICES |
|---|--------------------------|---|------------------------------------|
| | | | |

Applicant: _____

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
REGIONAL LEAD RESOURCE CENTER
FORM B-6
Detail of Contractor Funds Supporting Initiative**

| Source of Funds | Amount |
|---|---------------|
| In-kind contributions, e.g., rent, utilities | |
| | |
| | |
| | |
| | |
| | |
| Other sources, please specify source(s) | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total | |

Attachment 4

WORK PLAN FORMAT

REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER

Applicant: _____

Outcome 1: Increase lead screening for children and pregnant women, consistent with NYS Public Health Laws and regulation.

Page No.: _____

| Objective | Activities to Meet Objective | Person (s) Responsible | Completion Date | Indicators/Source(s) of Data |
|------------------|-------------------------------------|-------------------------------|------------------------|-------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment 4

WORK PLAN FORMAT

REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER

Applicant: _____

Outcome 2: Increase timely, comprehensive, coordinated management of children and pregnant women with lead poisoning. **Page No.:** _____

| Objective | Activities to Meet Objective | Person (s) Responsible | Completion Date | Indicators/Source(s) of Data |
|------------------|-------------------------------------|-------------------------------|------------------------|-------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment 4

WORK PLAN FORMAT

REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER

Applicant: _____

Outcome 3: Increase leadership and collaboration of health care providers in community prevention activities:

Page No.: _____

| Objective | Activities to Meet Objective | Person (s) Responsible | Completion Date | Indicators/Source(s) of Data |
|------------------|-------------------------------------|-------------------------------|------------------------|-------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment 4

**WORK PLAN FORMAT
REGIONAL CHILDHOOD LEAD POISONING PREVENTION RESOURCE CENTER**

Applicant: _____

Outcome 4: Increase parent/caregiver practice of basic lead prevention, hazard identification, and hazard reduction activities: **Page No.:** _____

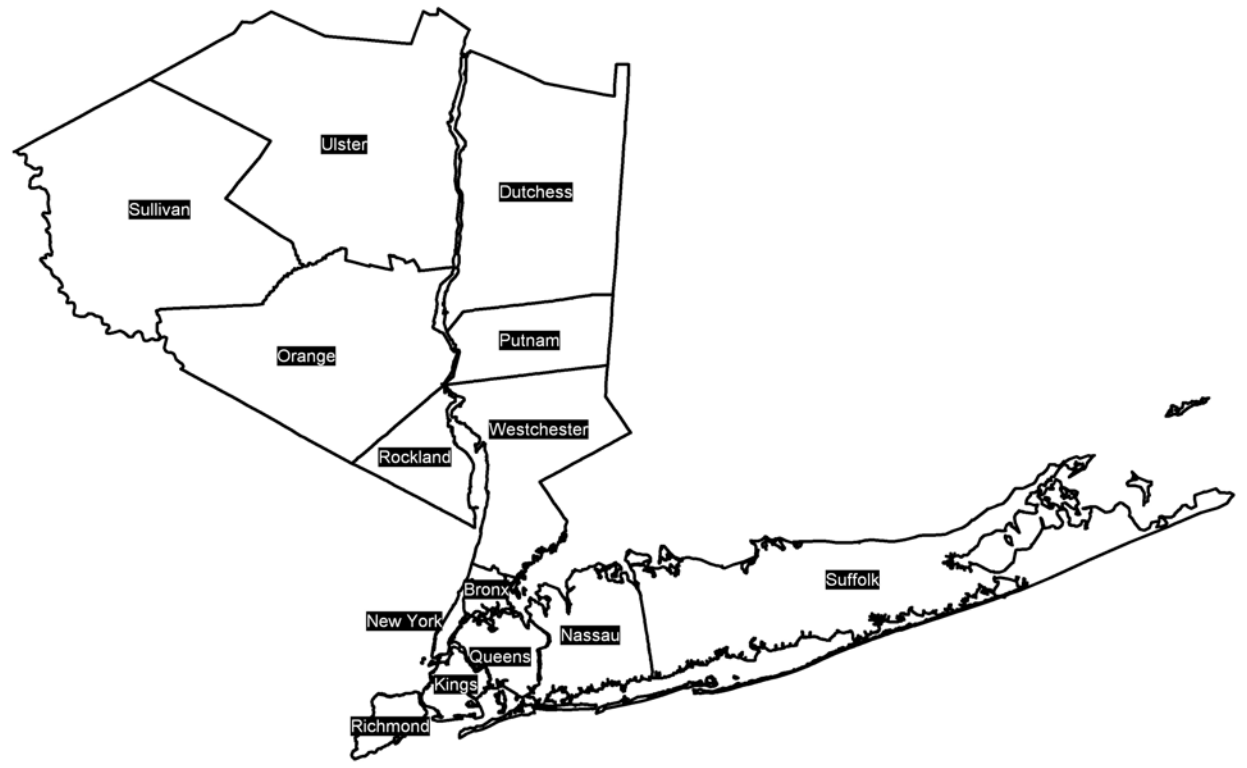
| Objective | Activities to Meet Objective | Person (s) Responsible | Completion Date | Indicators/Source(s) of Data |
|------------------|-------------------------------------|-------------------------------|------------------------|-------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attachment 5

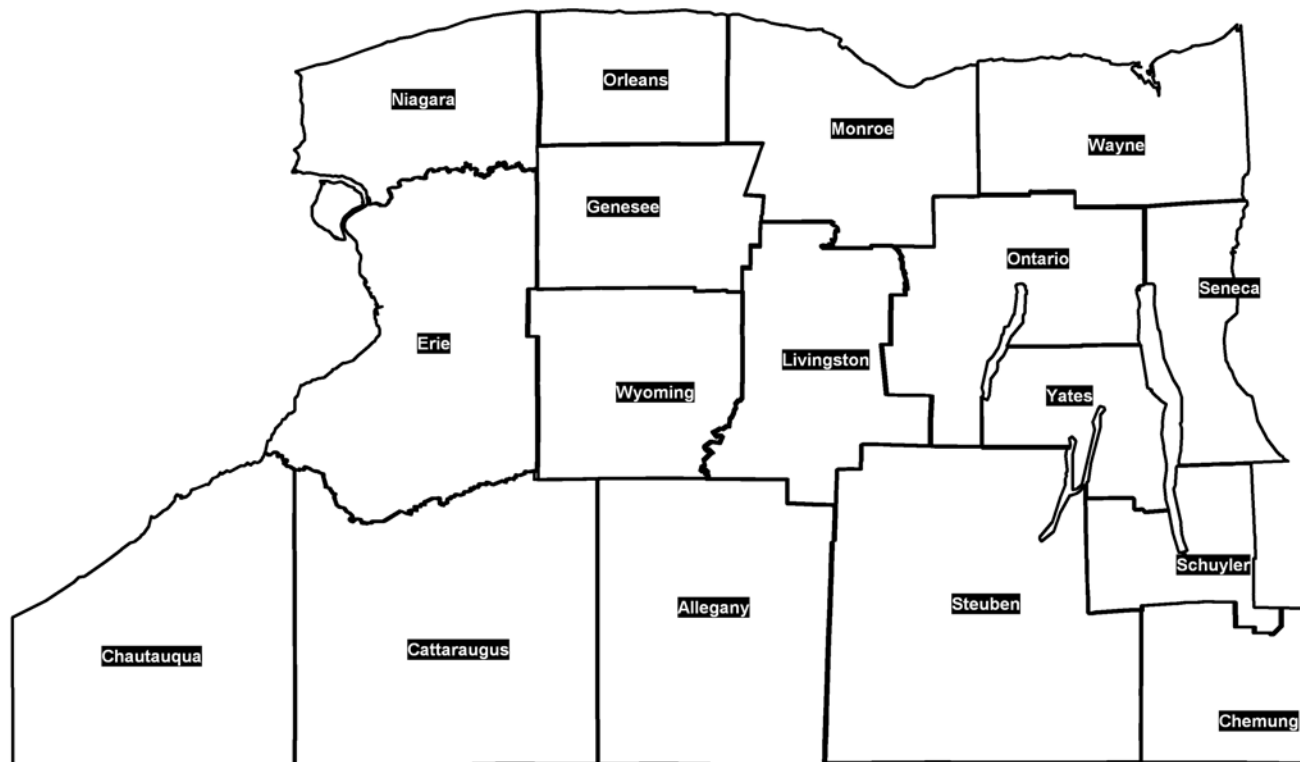
*APPLICATION COVER SHEET/APPLICATION BID FORM RFA – FAU #0701100212
Regional Childhood Lead Poisoning Prevention Resource Center*

| | |
|---|---|
| Name of Applicant: | |
| Federal Identification Number: | |
| Charities Registration Number (6-digit): [If exempt, provide appropriate documentation.] | |
| Certificate of Incorporation attached: | |
| Applicant Status: <input type="checkbox"/> Hospital certified through Article 28 of the Public Health Law PFI Facility Code, if applicable: | |
| Address: Street Address: | |
| City: | State: Zip: |
| Chief Executive Officer and Contact Information: Name: Title: Telephone Number: Extension: Fax Number: E-mail Address: | Contact for Questions on this Application: Name: Title: Telephone Number: Extension: Fax Number: E-mail Address: |
| Applying to Serve: List Region(s) Served in Proposal: | |
| Total Amount of Request: \$ | |
| Certification: I have read the attached application and certify it to be complete and correct to the best of my knowledge. I understand that funding decisions will be made based on the merits of the applications received and based on the best interests and the needs of the State. I acknowledge the commitments implied by the application and verify that I have the authority to agree to the deliverables in this application. | |
| Signature: | Title: |
| Printed Name: | Date: |

Attachment 6A: New York State Metro-Hudson Valley Region



Attachment 6B: New York State Western Region



Attachment 6C: New York State Central/Eastern Region



Attachment 7

LETTER OF INTEREST

Insert on Agency Letterhead

Barbara Leo, Program Manager
Childhood Lead Poisoning Prevention Program Manager
Bureau of Child and Adolescent Health
New York State Department of Health
Corning Tower Building, Room 208
Empire State Plaza
Albany, NY 12237-0618

Re: RFA # 0701100212
Regional Childhood Lead Poisoning Prevention Resource Center

Dear Ms. Leo:

This letter is to request that our organization receive the written responses to questions and to receive any updates or modification to this RFA.

We understand that in order to receive any RFA updates/modifications and answers to written questions, the Department of Health requests that this letter be received in the Bureau of Child and Adolescent Health by 5:00 p.m. on August 8, 2007.

Sincerely,

**Attachment 8
STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

| | | | |
|---|-----------------------|---|-----------------------|
| 1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR | | | |
| 2. VENDOR'S LEGAL BUSINESS NAME | | 3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS # | |
| 4. D/B/A – Doing Business As (if applicable) & COUNTY FILED: | | 5. WEBSITE ADDRESS (if applicable) | |
| 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE | | 7. TELEPHONE NUMBER | 8. FAX NUMBER |
| 9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above | | 10. TELEPHONE NUMBER | 11. FAX NUMBER |
| 12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below: | | 13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail | |
| 14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information): | | | |
| a) <input type="checkbox"/> Business Corporation | Date of Incorporation | State of Incorporation* | |
| b) <input type="checkbox"/> Sole Proprietor | Date Established | | |
| c) <input type="checkbox"/> General Partnership | Date Established | | |
| d) <input type="checkbox"/> Not-for-Profit Corporation | Date of Incorporation | State of Incorporation* Charities Registration Number | |
| e) <input type="checkbox"/> Limited Liability Company (LLC) | Date Established | | |
| f) <input type="checkbox"/> Limited Liability Partnership | Date Established | | |
| g) <input type="checkbox"/> Other – Specify: | Date Established | Jurisdiction Filed (if applicable) | |
| * If not incorporated in New York State, please provide a copy of authorization to do business in New York. | | | |
| 15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business) | | | |
| 16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER: | | | |
| 17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary): | | | |
| a) NAME (print) | TITLE | b) NAME (print) | TITLE |
| c) NAME (print) | TITLE | d) NAME (print) | TITLE |

**Attachment 8
STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

| | | |
|------------|---|--|
| 18. | Is the vendor certified in New York State as a (check please): <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? Please provide a copy of any of the above certifications that apply. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 19. | Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 20. | Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as: | |
| | a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Attachment 8
STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

| | |
|---|--|
| <p>21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate⁴ or any person involved in the bidding or contracting process:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p> | <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No |
| <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p> | <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No |
| <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p> <p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p> | <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> No |
| <p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Attachment 8
STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:))
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

| | |
|------------------|---------------------------------|
| Name of Business | Signature of Owner/Officer_____ |
| Address | Printed Name of Signatory |
| City, State, Zip | Title |

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

Appendix 9

TITLE X

CONTROL OF LEAD POISONING

Section 1370. Definitions.

- 1370-a. Lead poisoning prevention program.
- 1370-b. Advisory council on lead poisoning prevention.
- 1370-c. Screening by health care providers.
- 1370-d. Lead screening of child care or pre-school enrollees.
- 1370-e. Reporting lead exposure levels.
- 1371. Manufacture and sale of lead painted toys and furniture.
- 1372. Use of leaded paint.
- 1373. Abatement of lead poisoning conditions.
- 1374. Receivership.
- 1375. Enforcement agencies.
- 1376-a. Sale of consumer products containing lead or cadmium.

§ 1370. Definitions. When used in this title, the following words and phrases shall have the following meanings, unless the context clearly requires otherwise:

1. "Dwelling" means a building or structure or portion thereof, including the property occupied by and appurtenant to such dwelling, which is occupied in whole or in part as the home, residence or sleeping place of one or more human beings and shall, without limiting the foregoing, include child care facilities for children under six years of age, kindergartens and nursery schools.
2. "Area of high risk" means an area designated as such by the commissioner or his representative and consisting of one or more dwellings in which a condition conducive to lead poisoning of children is present.
3. "A condition conducive to lead poisoning" means:
 - (i) paint or other similar surface-coating material containing lead in a condition accessible for ingestion or inhalation or where peeling or chipping of the paint or other similar surface-coating material occurs or is likely to occur; and
 - (ii) other environmental conditions which may result in significant lead exposure.
4. "Program" means the lead poisoning prevention program in the department established pursuant to section thirteen hundred seventy-a of this title.
5. "Council" means the advisory council on lead poisoning prevention established pursuant to section thirteen hundred seventy-b of this title.
6. "Elevated lead levels" means a blood lead level greater than or equal to ten micrograms of lead per deciliter of whole blood or such blood lead level as may be established by the department pursuant to rule or regulation.
7. "Person" means any natural person.

§ 1370-a. Lead poisoning prevention program.

1. The department shall establish a lead poisoning prevention program. This program shall be responsible for establishing and coordinating activities to prevent lead poisoning and to minimize risk of exposure to lead. The department shall exercise any and all authority which may be deemed necessary and appropriate to effectuate the provisions of this title.
2. The department shall:
 - (a) promulgate and enforce regulations for screening children and pregnant women for lead poisoning, and for follow up of children and pregnant women who have elevated blood lead levels;
 - (b) enter into interagency agreements to coordinate lead poisoning prevention, exposure reduction, identification and treatment activities and lead reduction activities with other federal, state and local agencies and programs;

- (c) establish a statewide registry of children with elevated lead levels provided such information is monitored as confidential except for
 - (i) disclosure for medical treatment purposes; and
 - (ii) disclosure of non-identifying epidemiological data; and
- (d) develop and implement public education and community outreach programs on lead exposure, detection and risk reduction.

§ 1370-b. Advisory council on lead poisoning prevention.

1. The New York state advisory council on lead poisoning prevention is hereby established in the department, to consist of the following, or their designees: the commissioner; the commissioner of labor; the commissioner of environmental conservation; the commissioner of housing and community renewal; the commissioner of social services; and fifteen public members appointed by the governor. The public members shall have a demonstrated expertise or interest in lead poisoning prevention and at least one public member shall be representative of each of the following: local government; community groups; labor unions; real estate; industry; parents; educators; local housing authorities; child health advocates; environmental groups; professional medical organizations and hospitals. The public members of the council shall have fixed terms of three years; except that five of the initial appointments shall be for two years and five shall be for one year. The council shall be chaired by the commissioner or his or her designee.

2. Members of the advisory council shall serve without compensation for their services, except that each of them may be allowed necessary and actual expenses which he or she shall incur in the performance of his or her duties under this article.

3. The council shall meet as often as may be deemed necessary to fulfill its responsibilities. The council shall have the following powers and duties:

- (a) To develop a comprehensive statewide plan to prevent lead poisoning and to minimize the risk of human exposure to lead;
- (b) To coordinate the activities of its member agencies with respect to environmental lead policy and the statewide plan;
- (c) To recommend the adoption of policies with regard to the detection and elimination of lead hazards in the environment;
- (d) To recommend the adoption of policies with regard to the identification and management of children with elevated lead levels;
- (e) To recommend the adoption of policies with regard to education and outreach strategies related to lead exposure, detection, and risk reduction;
- (f) To comment on regulations of the department under this title when the council deems appropriate;
- (g) To make recommendations to ensure the qualifications of persons performing inspection and abatement of lead through a system of licensure and certification or otherwise;
- (h) To recommend strategies for funding the lead poisoning prevention program, including but not limited to ways to enhance the funding of screening through insurance coverage and other means, and ways to financially assist property owners in abating environmental lead, such as tax credits, loan funds, and other approaches; and
 - (i) To report on or before January first of each year to the governor and the legislature concerning the development and implementation of the statewide plan and operation of the program, together with recommendations it deems necessary.

§ 1370-c. Screening by health care providers.

1. The department is authorized to promulgate regulations establishing the means by which and the intervals at which children and pregnant women shall be screened for elevated lead levels. The department is also authorized to require screening for lead poisoning in other high risk groups.

2. Every physician or other authorized practitioner who provides medical care to children or pregnant women, shall screen children or refer them for screening for elevated lead levels at the intervals and using the methods specified in such regulations. Every licensed, registered or approved health care facility serving children including but not limited to hospitals, clinics and health maintenance organizations, shall ensure, by providing screenings or by referring for screenings, that their patients receive screening for lead at the intervals and using the methods specified in such regulations.

3. The health practitioner who screens any child for lead shall give a certificate of screening to the parent or guardian of the child.

4. The department shall establish a separate level of payment, subject to the approval of the director of the budget, for payments made by governmental agencies for screenings performed pursuant to this section by hospitals, as defined in section twenty-eight hundred one of this chapter.

§ 1370-d. Lead screening of child care or pre-school enrollees.

1. Except as provided pursuant to regulations of the department, each child care provider, public and private nursery school and pre-school licensed, certified or approved by any state or local agency shall, prior to or within three months after initial enrollment of a child under six years of age, obtain from a parent or guardian of the child evidence that said child has been screened for lead.

2. Whenever there exists no evidence of lead screening as provided for in subdivision one of this section or other acceptable evidence of the child's screening for lead, the child care provider, principal, teacher, owner or person in charge of the nursery school or pre-school shall provide the parent or guardian of the child with information on lead poisoning in children and lead poisoning prevention and refer the parent or guardian to a primary care provider or the local health authority.

3. (a) If any parent or guardian to such child is unable to obtain lead testing, such person may present such child to the health officer of the county in which the child resides, who shall then perform or arrange for the required screening.

(b) The local public health district shall develop and implement a fee schedule for households with incomes in excess of two hundred percent of the federal poverty level for lead screening pursuant to section six hundred six of this chapter, which shall vary depending on patient household income.

§ 1370-e. Reporting lead exposure levels.

1. Every physician or authorized practitioner shall give notice of elevated lead levels as specified by the commissioner pursuant to regulation, to the health officer of the health district wherein the patient resides, except as otherwise provided.

2. The commissioner may, by regulation, provide that cases of elevated lead levels which occur (a) in health districts of less than fifty thousand population not having a full-time health officer, or (b) in state institutions shall be reported directly to the department or its district health officer.

3. Whenever an analysis of a clinical specimen for lead is performed by a laboratory, the director of such laboratory shall, within such period specified by the commissioner report the results and any related information in connection therewith to the local and state health officer to whom a physician or authorized practitioner is required to report such cases pursuant to this section.

4. The person in charge of every hospital, clinic, or other similar public or private institution shall give notice of every child with an elevated blood lead level coming under the care of the institution to the local or state health officer to whom a physician or authorized practitioner is required to report such cases pursuant to this section.

5. The notices required by this section shall be in a form and filed in such time period as shall be prescribed by the commissioner.

§ 1371. Manufacture and sale of lead painted toys and furniture.

1. No person shall manufacture, sell or hold for sale a children's toy or children's furniture having paint or other similar surface-coating material thereon containing more than .06 of one per centum of metallic lead based on the total weight of the contained solids or dried paint film.

2. The commissioner of health may waive the provisions of this section in whole or in part upon a finding by the commissioner in a particular instance that there is no significant threat to the public health; with respect to miniatures the commissioner shall do so, on terms and conditions he or she shall establish, upon a final judicial or administrative finding that there is no immediate public health threat in that instance.

§ 1372. Use of leaded paint.

No person shall apply paint or other similar surface-coating material containing more than .06 of one per centum of metallic lead based on the total weight of the contained solids or dried paint film to any interior surface, window sill, window frame or porch of a dwelling.

§ 1373. Abatement of lead poisoning conditions.

1. Whenever the commissioner or his representative shall designate an area of high risk, he may give written notice and demand, served as provided herein, for the discontinuance of a paint condition conducive to lead poisoning in any designated dwelling in such area within a specified period of time.

2. Such notice and demand shall prescribe the method of discontinuance of a condition conducive to lead poisoning which may include the removal of paint containing more than one-half of one per centum of metallic lead based on the total weight of the contained solids or dried film of the paint or other similar surface-coating material from surfaces specified by the commissioner or his representative under such safety conditions as may be indicated and the refinishing of such surfaces with a suitable finish which is not in violation of section one thousand three hundred seventy-two of this title or the covering of such surfaces with such material or the removal of lead contaminated soils or lead pipes supplying drinking water as may be deemed necessary to protect the life and health of occupants of the dwelling.

3. In the event of failure to comply with a notice and demand, the commissioner or his representative may conduct a formal hearing upon due notice in accordance with the provisions of section twelve-a of this chapter and on proof of violation of such notice and demand may order abatement of a paint condition conducive to lead poisoning upon such terms as may be appropriate and may assess a penalty not to exceed two thousand five hundred dollars for such violation.

4. A notice required by this section may be served upon an owner or occupant of the dwelling or agent of the owner in the same manner as a summons in a civil action or by registered or certified mail to his last known address or place of residence.

5. The removal of a tenant from or the surrender by the tenant of a dwelling with respect to which the commissioner or his representative, pursuant to subdivision one of this section, has given written notice and demand for the discontinuance of a paint condition conducive to lead poisoning shall not absolve, relieve or discharge any persons chargeable therewith from the obligation and responsibility to discontinue such paint condition conducive to lead poisoning in accordance with the method of discontinuance prescribed therefor in such notice and demand.

§ 1374. Receivership.

1. In the event of failure to comply with an order issued pursuant to this title and containing provision for such application, the officer issuing the order may apply to a court of competent jurisdiction in the county wherein the dwelling is located for an order appointing such officer or his designee receiver of the rents of such dwelling for the purpose of effectuating the provisions of such order.

2. An application for appointment of a receiver hereunder shall be on at least ten days' notice to the owner of the dwelling, effected in the same manner as in an action to foreclose a mortgage. A receiver appointed hereunder shall not have any right superior to those of any mortgagee or lienor of record who has not had at least ten days' notice, by personal service or registered or certified mail, of the application for appointment of a receiver.

3. A receiver appointed hereunder shall have the power to collect the accrued and accruing rents of the dwelling and shall apply such collected rents to costs and expenses incurred in connection with (a) removing, replacing, repainting and covering surfaces of the dwelling necessary to effectuate the provisions of the order of abatement, (b) interim operation and management of the dwelling, (c) administration of the receivership.

4. As soon as practicable after completion of his duties, the receiver shall render a full accounting to the court and, upon payment over of any surplus moneys to the owner or other persons as the court may approve or direct and upon the order of the court, he shall be relieved of any further responsibility or liability in connection with his receivership.

§ 1375. Enforcement agencies.

1. The commissioner's designee having jurisdiction, county and city commissioners of health and local housing code enforcement agencies designated by the commissioner's designee having jurisdiction or county or city commissioner of health shall have the same authority, powers and duties within their respective jurisdictions as has the commissioner under the provisions of this title.

2. The commissioner or his representative and an official or agency specified in subdivision one of this section may request and shall receive from all public officers, departments and agencies of the state

and its political subdivisions such cooperation and assistance as may be necessary or proper in the enforcement of the provisions of this title.

3. Nothing contained in this title shall be construed to alter or abridge any duties and powers now or hereafter existing in the commissioner, county boards of health, city and county commissioners of health, the New York City department of housing preservation and development and the department of health, local boards of health or other public agencies or public officials, or any private party.

§ 1376-a. Sale of consumer products containing lead or cadmium.

1. In the absence of a federal standard for a specific type of product, the commissioner shall establish the maximum quantity of lead or cadmium (and the manner of testing therefor) which may be released from glazed ceramic tableware, crystal, china and other consumer products. Such maximum quantity shall be based on the best available scientific data and shall insure the safety of the public by reducing its exposure to lead and cadmium to the lowest practicable level. The commissioner may amend such maximum quantity (and the manner of testing therefor) where necessary or appropriate for the safety of the public. Until such maximum quantity of lead or cadmium established by the commissioner is effective, no glazed ceramic tableware shall be offered for sale which releases lead in excess of 7 parts per million, or cadmium in excess of .5 parts per million.

2. The commissioner is hereby empowered to order the recall of or confiscation of glazed ceramic tableware, crystal, china or other consumer products offered for sale which do not meet the standards set forth in or pursuant to this section.

3. The commissioner of health may waive the provisions of this section in whole or in part upon a finding by the commissioner in a particular instance that there is no significant threat to the public health; with respect to miniatures the commissioner shall do so, on terms and conditions he or she shall establish, upon a final judicial or administrative finding that there is no immediate public health threat in that instance.

Effective Date: 12/22/93

Title: SubPart 67-1 - Screening and Follow-Up

SUBPART 67-1

Screening and Follow-Up

Statutory Authority: Public Health Law, section 206 and Title X of Article 13

SEC.

67-1.1 Definitions

67-1.2 Lead screening and follow-up of children by health care providers

67-1.3 Laboratory testing and specimen collection

67-1.4 Lead screening status of children who enroll in preschool or childcare

67-1.5 Lead screening and follow-up of pregnant women by prenatal care providers

67-1.6 Role of local health units

Effective Date: 12/22/93

Title: Section 67-1.1 - Definitions

Section 67-1.1 Definitions. The following definitions apply to this Part:

(a) "Anticipatory guidance" means providing parents or guardians of children under the age of six and pregnant women with information regarding the major causes of lead poisoning and means of preventing lead exposure. Such guidance shall be pertinent to the environment of the child or pregnant woman.

(b) "Certificate of lead screening" means documentation prepared by the health care provider who ordered the blood lead test for the child indicating the date the test was performed.

(c) "Confirmed blood lead level" means a blood lead concentration measured on venous blood.

(d) "Elevated blood lead level" means a blood lead concentration equal to or greater than 10 micrograms per deciliter of whole blood.

(e) "Environmental management" means environmental investigation and exposure assessment, sampling for lead, environmental testing and reporting, notice and demand of discontinuance of conditions conducive to lead poisoning, environmental intervention and abatement, and enforcement in accordance with Subpart 67-2.

(f) "Follow-up" means actions by local health units and health care providers which, depending on the blood lead level and exposure history of the child, shall include as appropriate: risk reduction education, follow-up testing, confirmatory testing, diagnostic evaluation, medical management, environmental management and case management, in accordance with generally accepted medical standards and public health guidelines.

(g) "Health care provider" means any health care practitioner who is authorized to order a blood lead test and any facility licensed pursuant to Article 28 of the Public Health Law.

(h) "Lead screening" means measuring lead concentration in whole blood to identify elevated blood lead levels.

Effective Date: 12/22/93

Title: Section 67-1.2 - Lead screening and follow-up of children by health care providers

67-1.2 Lead screening and follow-up of children by health care providers.

(a) Lead screening and follow-up of children by primary health care providers.

(1) At each routine well-child visit, or at least annually if a child has not had routine well-child visits, primary health care providers shall assess each child who is at least six months of age but under six years of age, for high dose lead exposure using a risk assessment tool based on currently accepted public health guidelines. Each child found to be at risk for high dose lead exposure shall be screened or referred for lead screening.

(2) Primary health care providers shall provide the parent or guardian of each child under six years of age anticipatory guidance on lead poisoning prevention as part of routine care.

(3) Primary health care providers shall screen or refer each child for blood lead screening, at or around one and two years of age, preferably as part of routine well child care.

(4) The Commissioner of Health may provide recommended alternative schedules for other high risk groups as deemed necessary.

(5) Each primary health care provider who screens a child for elevated blood lead levels shall explain the blood lead test results and give a certificate of lead screening to the parent or guardian of the child or other person authorized to consent for the medical care of the child.

(6) Primary health care providers shall provide or make reasonable efforts to ensure the provision of follow-up testing for each child with an elevated blood lead level in accordance with currently accepted medical standards and public health guidelines.

(7) Primary health care providers shall provide or make reasonable efforts to ensure the provision of risk reduction education and nutritional counseling for each child with an elevated blood lead level equal to or greater than 10 micrograms per deciliter of whole blood.

(8) Primary health care providers shall confirm blood lead levels greater than 15 micrograms per deciliter of whole blood obtained on a fingerstick specimen from a child using a venous blood sample.

(9) For each child who has a confirmed blood lead level equal to or greater than 20 micrograms per deciliter of whole blood, primary health care providers shall provide or make reasonable efforts to ensure the provision of a complete diagnostic evaluation; medical treatment, if necessary; and referral to the appropriate local or State health unit for environmental management. A complete diagnostic evaluation shall include at a minimum: a detailed lead exposure assessment, a nutritional assessment including iron status, and a developmental screening.

(10) Primary health care providers shall communicate and coordinate as appropriate with local health units to ensure that each child with an elevated blood lead level receives appropriate follow-up, as prescribed above in paragraphs (5) through (9) of this Section.

(b) Lead screening and follow-up of children by non-primary care providers.

(1) A health care provider that provides services to a child who is at least 6 months of age but under 6 years of age and who is not the child's ongoing primary care provider, such as a hospital inpatient facility, an emergency service if the child's condition permits, or other facility or practitioner which provides services to the child on a one-time or walk-in basis, shall inquire if the child has been

appropriately assessed and screened for elevated blood lead levels in accordance with the schedule prescribed in paragraphs (1) and (3) of this subdivision.

(2) If the child has not received such appropriate lead screening, the health care provider shall screen the child for elevated blood lead levels, or refer the child to the child's primary health care provider or, if the child's primary care provider is unavailable or the child has no primary health care provider, to another primary health care provider, or to the local health unit to obtain a blood lead test.

(3) If screening is performed, the blood lead test result shall be sent to the child's primary care provider or to the local health unit to enable appropriate follow-up in accordance with paragraphs (a)(5) through (9) of this section.

Effective Date: 12/22/93

Title: Section 67-1.3 - Laboratory testing and specimen collection

67-1.3 Laboratory testing and specimen collection.

- (a) All blood lead tests shall be performed by a laboratory approved for toxicology-blood lead under Article 5, Title V of the Public Health Law.
- (b) Venous blood is the preferred specimen for blood lead analysis and should be used for lead measurement whenever practicable.
- (c) Fingertick blood specimens are acceptable for lead screening if appropriate collection procedures are followed to minimize the risk of environmental lead contamination. Instructions regarding appropriate collection procedures for fingertick specimens may be obtained from laboratories approved for toxicology-blood lead under Article 5, Title V of the Public Health Law.

Effective Date: 12/22/93

Title: Section 67-1.4 - Lead screening status of children who enroll in preschool or child

67-1.4 Lead screening status of children who enroll in preschool or child care.

(a) Prior to or within three months of initial enrollment, each child care provider, public and private nursery school and preschool, licensed, certified or approved by any State or local agency shall obtain a copy of a certificate of lead screening for any child at least one year of age but under six years of age, and retain such documentation until one year after the child is no longer enrolled.

(b) When no documentation of lead screening exists, the child shall not be excluded from attending nursery school, preschool or childcare, however, the child care provider, principal, teacher, owner or person in charge of the nursery school or preschool shall provide the parent or guardian of the child with information on lead poisoning and lead poisoning prevention and refer the parent or guardian to the child's primary health care provider or, if the child's primary care provider is unavailable or the child has no primary health care provider, to another primary care provider or to the local health unit to obtain a blood lead test.

(c) Each child care provider, public and private nursery school and pre-school licensed, certified or approved by any State or local agency is exempt from the requirement to obtain, prior to or within three months of initial enrollment of children under six years of age, evidence that said children have been screened for elevated blood lead levels until April 1, 1994.

Effective Date: 12/22/93

Title: Section 67-1.5 - Lead screening and follow-up of pregnant women by prenatal providers

Part 67-1.5 Lead screening and follow-up of pregnant women by prenatal care providers.

- (a) Prenatal health care providers shall provide each pregnant woman anticipatory guidance on lead poisoning prevention during pregnancy, and shall assess each pregnant woman at the initial prenatal visit for high dose lead exposure using a risk assessment tool. A risk assessment tool shall be recommended by the State Commissioner of Health.
- (b) Prenatal health care providers shall screen or refer for blood lead screening each pregnant woman found to be at risk for current high dose lead exposure.
- (c) Prenatal health care providers shall provide each pregnant women, who has a confirmed blood lead level equal to or greater than 10 micrograms per deciliter of whole blood, risk reduction counselling in accordance with guidelines recommended by the State Commissioner of Health.
- (d) Prenatal care providers shall refer each pregnant woman, who has a confirmed blood lead level equal to or greater than 10 micrograms per deciliter of whole blood and who may have been occupationally exposed to lead, to an occupational health clinic for individual guidance.
- (e) Prenatal care providers shall provide anticipatory guidance to each woman at her postpartum visit on the prevention of childhood lead poisoning.

Effective Date: 12/22/93

Title: Section 67-1.6 - Role of local health units.

67-1.6 Role of local health units.

- (a) Local health units shall provide public and professional education and community outreach on lead poisoning prevention.
- (b) Local health units shall provide blood lead screening or arrange for blood lead screening for each child who requires screening as provided in section 67-1.4 of this Subpart and whose parent or guardian is unable to obtain a lead test for their child because the child is uninsured or the child's insurance does not cover lead screening.
- (c) Local health units shall establish a sliding fee schedule for blood lead screening of children from families with incomes in excess of 200% of the federal poverty level, pursuant to Section 606 of the Public Health Law, and shall collect fees for blood lead testing from third party payors, when available.
- (d) Local health units shall provide environmental management as required under this Part.
- (e) Local health units shall provide data to identify exposure patterns and high risk populations for strategic planning for lead poisoning prevention at the State and local level.
- (f) Local health units shall institute measures to identify and track children with elevated blood lead levels to assure appropriate follow-up.
- (g) Local health units who serve as a child's primary health care provider shall carry out activities in accordance with paragraphs (1) through (9) of section 67-1.2(a).

Attachment 10
STATEMENT OF ASSURANCES

To be eligible for approval to operate a Regional Lead Resource Center (RLRC) project, the Chief Executive Officer, or designee, of the application organization must attest to compliance with all the statements below. An original signature in ink must appear at the bottom of the page.

- Funds awarded will be used only to support Regional Lead Resource Center services as described in the application, and as its appears on the approved work plan.
- There will be designated individual who will be responsible for Regional Lead Resource Center administration, operation and oversight. This individual will be e-mail accessible.
- Any changes in services, the designated contact person, staffing levels, or location will be reported immediately in writing to the Department of Health, Childhood Lead Poisoning Prevention Program.
- The center must have a physician medical director who is experienced in the medical management of childhood lead poisoning cases.
- Professional and legal standards of client confidentiality will be strictly maintained per Public Health Law.
- Data as may be requested will be kept by the Bureau of Child and Adolescent Health. Four quarterly narrative reports will be submitted to the New York State Department of Health within 30 days of the completion of the quarter.
- The State Health Department will be given access to conduct site visits as necessary.
- If this applicant does not accept a certain condition or term in the Request for Applications, this must be clearly noted in a cover letter to the applicant.

.....
I hereby certify that the information contained in this application is correct and in compliance with appropriate federal and state laws and regulations, and that I am the authorized representative to file this application.

CEO/Designee:

Print Name _____

Signature _____

Title _____

Agency _____

Date _____