

**RFA #: 0510201200**

**REQUEST FOR APPLICATIONS**

**SCHOOL-BASED HEALTH CENTERS**

**NEW YORK STATE DEPARTMENT OF HEALTH  
BUREAU OF CHILD AND ADOLESCENT HEALTH  
SCHOOL HEALTH PROGRAM**

Letter of Intent Due:	April 5, 2006
Questions Due:	April 5, 2006
Responses to Questions Mailed On or About:	May 10, 2006
Applications Due:	June 12, 2006

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## **I. Introduction**

Many barriers exist that can prevent children from obtaining comprehensive preventive and primary health care. These may include financial, location, and transportation obstacles; lack of parental availability; cultural and social issues; and others. By providing financial support for School-Based Health Centers (SBHCs), New York State (NYS) seeks to reduce these barriers and increase the number of children and adolescents who have access to comprehensive, on-going, quality health care. Providing health services where children spend the majority of their days offers the following opportunities, often not otherwise available, particularly in under-served populations:

- Children can have a primary care provider and a medical home within a SBHC. When appropriate, care in a SBHC can complement the services provided by their existing health care provider(s).
- Children can access health care at no out-of-pocket cost to the child or family.
- Enrolled children may obtain services without the need for their parents to take time off from work or provide transportation.
- Chronic conditions such as asthma and diabetes can be monitored closely because the children are regularly present in school.
- In addition to preventive and primary health care, the following services may be made available to enrolled students: health education, dental care, and mental health services.
- SBHCs can provide referrals, coordination and follow-up for off-site care.

The New York State Department of Health (NYSDOH) is continuing the vision for SBHCs. In this vision:

- SBHCs provide a comprehensive package of services, including medical and mental health services, that address the multiple needs of the children and youth they serve;
- SBHCs ensure children and youth with chronic conditions, such as asthma and diabetes, are provided with personal and family education and management skills, as well as the immediate care needed to manage their conditions; and
- Services provided by the SBHCs are of the highest quality and are fully coordinated with community health care providers.

This Request for Applications (RFA) represents one of many steps the NYSDOH is taking to continue this vision. The NYSDOH is soliciting applications to fund not-for-profit Article 28 facility sponsors to operate SBHCs that provide comprehensive preventive, primary health and mental health care and other needed services to enrolled students. Through this RFA, approximately \$11 million will be available to fund SBHC sponsors for core medical and mental health services provided at SBHCs under their sponsorship. Provision of expanded services (such as dental care and group-oriented health education), is strongly encouraged, but will not be funded through this initiative.

The previous RFA included funding for three components: A) Establishing and Operating One or More SBHCs, B) Youth Tobacco-Use Prevention and Cessation, and C) Dental Health Services. The tobacco and dental components of the prior RFA will not be resolicited as part of this procurement.

SBHCs are an essential mechanism for increasing access to primary care and preventive services for children and youth in high-need communities throughout NYS. SBHCs bring comprehensive primary care and other needed services to the place where children and youth are during the day. SBHCs represent a collaborative relationship between community members, schools, and health care providers, all of whom share a common goal of providing comprehensive services in school settings. This collaboration helps to ensure students have access to the services and supports necessary to address some of the critical health, social, and mental health problems that make it difficult for them to learn. Services rendered in the school setting not only provide more immediate access for students and their families, they also allow ongoing communication and coordination with school personnel regarding educational goals, student achievement, and overall student wellness.

SBHCs have played an increasingly important role in NYS's primary and preventive health care system for over two decades. Currently, there are 187 SBHCs throughout the State making services available to over 201,000 preschool through high-school students. New York State's contracts with hospitals and community health centers operating SBHCs funded under the five-year RFA currently in effect expire on June 30, 2006. Funding for SBHC sponsors for the next five-year funding cycle, which is expected to begin July 1, 2006, will be awarded based on the review of applications received in response to this RFA.

#### **A. Funding:**

Through this RFA, approximately \$11 million will be awarded to Article 28 facilities to support the operation of SBHCs in 2006-2007. Every effort will be made to ensure geographic distribution of awards among the five regions listed below:

- Metropolitan Area Regional Office (MARO)- New York City (NYC): Bronx, Kings, New York, Queens & Richmond Counties
- MARO-other than NYC: Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk, Sullivan, Ulster & Westchester Counties
- Capital Region: Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, & Washington Counties
- Central Region: Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, & Tompkins Counties
- Western Region: Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Wyoming & Yates Counties

Awards will be made for provision of core SBHC services as outlined in the most current version of the *Principles and Guidelines for School-Based Health Centers in New York State* (hereafter referred to as *Principles and Guidelines* (Attachment 1)). The SBHC *Principles and Guidelines* are currently under review to determine what revisions are necessary to be compliant with recent changes to State Education Law (i.e., Chapter 513 of the Laws of 2005), and to reflect input from SBHC providers. Once this review is completed, the *Principles and Guidelines* will be revised accordingly and a copy of the revised document will be disseminated to all approved SBHC sponsors.

An assessment of each applicant's (i.e., Article 28 sponsor's) approach to and delivery of SBHC services will be made from information included in the RFA proposal. Applicants should base their responses to this RFA on the SBHC sites for which they are seeking funding. Applicants awarded funding for a proposed new site will be given the award with the Department's expectation that the new site will be open and operational within one year of the start of the new funding cycle. If the proposed new site does not open within that timeframe, the applicant's award may be adjusted accordingly. However, with NYSDOH approval, funded sponsors may have flexibility to utilize the awards made under this RFA for core services at other sites under their sponsorship approved by the NYSDOH, contingent on availability of funds and negotiation of a workplan and budget with the Department.

Existing approved SBHCs not funded through this RFA will not lose their SBHC approval status.

All sites, regardless of whether or not they receive grant funding through this RFA, are expected to continue to comply with the most current version of the *Principles and Guidelines* (Attachment 1) and other applicable New York State laws, regulations and requirements for Article 28 facilities.

The Department reserves the right to annually recalculate awards made to contractors based on changes in enrollment, available funding, or other factors. **Awards will be subject to the continued availability of State and federal funds.**

## **II. Who May Apply**

To be eligible to apply for funding under this RFA, applicants must be:

- 1. A not-for-profit hospital or a diagnostic and treatment center approved to operate in New York State under Article 28 of the Public Health Law with experience delivering primary and preventive care to school-age children and youth;**

**AND**

2. **A sponsor of one or more approved SBHCs; OR have submitted a complete site establishment application postmarked by August 12, 2005 that included all components for establishing one or more SBHC sites as instructed in number three (3) in the School Health Program letter issued on June 21, 2005 (Attachment 2).**

See Guidance for Applicants, below, regarding site eligibility criteria.

### **III. Guidance for Applicants**

1. Only one application for funding under this RFA will be accepted per Article 28 facility.
2. Applicants may only apply for “eligible” SBHC sites. An eligible site is defined as:
  - a) Any site that was awarded funding as a result of the 2001 SBHC RFA and has continued to receive that funding throughout the five-year RFA cycle;
  - and/or**
  - b) A site not currently funded through an award resulting from the 2001 SBHC RFA (i.e. either an existing unfunded SBHC site or a proposed new SBHC site for which a substantially complete site establishment application was postmarked by August 12, 2005). For the purposes of this RFA, an existing SBHC site is one that was operational prior to August 12, 2005; a proposed new site is a site for which a site establishment application was submitted in accordance with Section II, Number 2 above.

Applicants may include any number of existing unfunded and/or proposed new SBHC sites in their application for funding through this RFA. However, the Department reserves the right to limit funding for existing unfunded and new sites, depending on availability of funds.

In previous funding cycles, the Department designated which SBHC sites were included in each grant award and the amount to be budgeted for each site. However, for this RFA, applicants should follow the format contained in this document which requires information on the sponsor and on specific SBHC sites for which funding is requested. Awards will be made at the sponsor level and can be utilized as per IV, 2 below.

Applicants whose award includes funding for a new site are given the award with the Department’s expectation that the new site will be open and operational within one year of the start of the new funding cycle. If the proposed new site does not open within that timeframe, the applicant’s award may be adjusted accordingly. However, as all approved SBHCs are located in schools or school districts with demonstrated need, with NYSDOH approval, funded sponsors may have

flexibility to utilize the awards made under this RFA for other sites under their sponsorship which have been approved by NYSDOH, contingent on availability of funds and negotiation of a workplan and budget with the Department.

3. Sponsors must document at least one of the following for each site:
  - (1) the SBHC site is located in a **high-need district** as designated by the NYS Education Department (Attachment 3) and/or;
  - (2) there is a demonstrated need for services in the school district in which the SBHC site is located. Applicants must document need for these services, based on one or more of the factors listed below. Specific indicators, both qualitative and quantitative, should be included in the description.
    - Socio-economic
    - Education
    - Geographic
    - Health care workforce
    - Health care resources
    - Health status indicators
    - Insurance coverage
    - Systems issues

In maintaining relationships with outside entities, it is the Article 28 sponsor's responsibility to ensure and demonstrate that all SBHCs adhere to all applicable confidentiality requirements including the Federal Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA), Article 28 of the New York State Public Health Law, Article 31 of the New York State Mental Hygiene Law, and other applicable statutes and regulations.

#### **IV. Information for Funded Providers**

1. The Department of Health recognizes that over the course of the five-year contracts resulting from this RFA, there may be changes in the location, size or scope of the SBHC sites sponsored by the applicant. Applicants awarded a contract as a result of this RFA who experience such changes will be required to submit a detailed description including the following:
  - Anticipated changes;
  - The timeframe during which the change(s) will occur; and
  - If the change is to the SBHC's existing space, two floor plans: one of the existing SBHC space and another of the anticipated new space the SBHC site will occupy if moving to another location.
2. All approved SBHCs are located in schools with demonstrated need. Therefore, with NYSDOH approval, funded sponsors may have flexibility to utilize the awards made under this RFA for other sites under their sponsorship, approved by NYSDOH, contingent on availability of funds and negotiation of a workplan and budget with the Department. However, applicants awarded funding for a new site



are given the award with the Department's expectation that the new site will be open and operational within one year of the start of the new funding cycle. If the proposed new site does not open within that timeframe, the applicant's award may be adjusted accordingly.

## **V. Project Description**

The information provided in Sections A through E below is background material to assist you in completing the project description for your application, which should follow the format set forth in Section VII. Applications for funding are not intended to duplicate the information already submitted as part of the approval process to operate specific SBHC sites. Therefore, the response to this RFA should emphasize the sponsoring facility's overall capacity and approach to operating and sustaining a SBHC Program.

Existing SBHC sites should strive for enrollment of at least 80% of the school population in elementary and middle schools, and at least 70% of the school population in high schools. For SBHC sites in the approval process (i.e., submitted a substantially complete application for approval to operate one or more new SBHC sites by August 12, 2005), applicants should project the SBHC enrollment anticipated by the end of the first year of operation with the intention of achieving enrollment of at least 80% of the school population in elementary and middle schools and at least 70% of the school population in high schools.

In accordance with the *Principles and Guidelines* (Attachment 1), SBHC Programs should ensure the following essential elements outlined in Sections A through E below are fully addressed in the RFA response.

### **A. Access to Care:**

- SBHCs must be located in high-need schools, as indicated by health and economic indicators and/or other demonstrated need for services.
- SBHCs must be open and staffed during all designated school hours.
- SBHC services must be made available to any student enrolled in the school in which the SBHC is located.
- Parental consent is required for enrollment in the SBHC, except as otherwise stated (see *Principles and Guidelines*, Attachment 1).
- Services must be provided at no out-of-pocket cost to the student/family.
- The sponsoring facility must ensure 24 hours a day, 7 days a week access to care (i.e., must have an on-call system and back-up coverage whenever school is not in session), including during holidays, weekends and school vacation time.
- Article 28 sponsors and SBHCs must facilitate enrollment in Medicaid and other third-party insurance as appropriate.

## **B. Services to be Provided:**

All SBHCs must provide a core of services that includes primary and preventive health and mental health care, diagnosis and treatment of medical conditions, and management of chronic conditions. Mental health services must either be provided on site, or accessed through referrals to mental health providers in the community. If a student is referred, the SBHC must track the outcome of the referral. SBHCs are encouraged to offer expanded services such as dental care, nutrition education, and group health education as elements of comprehensive care, although funding for these services is not available through this RFA.

- The services provided by a SBHC should reflect the initial and ongoing assessment of the needs of the population of students served including the following:
  1. ages of students served;
  2. availability, utilization and access to other school and community resources; and
  3. the size of the SBHC's enrolled population.
- All SBHC services must comply with the most current NYS Child/Teen Health Plan, (C/THP) which is New York State's Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program. The C/THP outlines the periodicity for comprehensive preventive health care, and diagnosis, treatment and follow-up for children and youth through age 21 who are eligible for Medicaid. The Provider Manual for the C/THP has been updated and is now accessible on the eMedNY website. The manual is based on the American Academy of Pediatrics (website <http://www.aap.org>) *Recommendations for Preventive Health Care*, which is attached as a reference (Attachment 4).
- The SBHC/sponsor may serve as a student's primary care provider or complement services provided by other community health care providers. If a student has an outside designated primary care provider, the SBHC/sponsor must communicate with this provider and coordinate services.

## **C. Staffing:**

- All staff and staffing patterns must comply with the most current *Principles and Guidelines* (Attachment 1).
- All SBHCs must have a full-time health presence (i.e., NP, PA, MD, RN, Medical/Health Assistant) onsite during designated school hours.
- After-school service availability at the SBHC site is desirable.
- 24 hours a day, 7 days a week access to care must be ensured as detailed under Section V, A of this RFA.

#### **D. Relationships:**

- SBHCs should be developed and operate in ongoing collaboration with the sponsoring facility, parents, the school, and the community.
- Each SBHC should establish and maintain an Advisory Council. See the *Principles and Guidelines* (Attachment 1) for the recommended composition, meeting schedule, responsibilities, and requirements for the Council.
- SBHCs are encouraged to develop partnerships with institutions of higher learning and encourage them to use SBHCs as training sites for students and residents.

#### **E. Administration and Governance:**

The sponsoring facility must provide ongoing oversight for administration and operation of the SBHC including the following:

- On-going communication and coordination of program services with the SBHC and school staff;
- 24 hour/7 day access to care (i.e., must have an on-call system and back-up coverage whenever school is not in session);
- Maintenance of medical records in accordance with federal and state confidentiality laws;
- Implementation of a quality assurance and continuous quality improvement program;
- Billing and maximization of Medicaid and other third-party reimbursement;
- Completion and submission of required reports;
- Compliance with fiscal requirements, including timely voucher completion and submission;
- Assistance with eligibility and enrollment in Medicaid, Child Health Plus, and other third-party insurance; and
- Clinical consultation/referral options.

Each sponsoring facility must designate an individual (i.e., Program Manager) responsible for SBHC administration, operations and oversight. This individual must be accessible by telephone and e-mail during normal business hours.

The sponsoring facility must ensure all SBHC services and activities are performed in compliance with the *Principles and Guidelines* (Attachment 1) and other applicable NYS laws, regulations and requirements that apply to Article 28 extension clinics.

## **VI. Administrative Requirements**

### **A. Issuing Agency:**

This RFA is issued by the New York State Department of Health's School Health Unit, which is in the 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. Letter of Intent:**

Submission of a non-mandatory Letter of Intent is encouraged. Failure to submit a Letter of Intent will not preclude the submission of an application. Please submit the Letter of Intent to Annette Johnson at the address listed below by **April 5, 2006**. Any Article 28 facility submitting a Letter of Intent will automatically receive written responses to questions and receive any updates or modifications to this RFA. A sample Letter of Intent format is included as Attachment 5 to this RFA.

### **C. Question and Answer Phase:**

Questions of a **technical nature** (i.e., those limited to how to prepare your application, such as formatting) can be addressed by contacting:

Cheryl Dallesandro, Health Program Administrator  
Bureau of Child and Adolescent Health  
By Phone: 518-474-2084

**or**

By Email to: [sbhcrfa@health.state.ny.us](mailto:sbhcrfa@health.state.ny.us)

All **substantive** questions (i.e., those relating to application **content**) should be submitted in writing to the following mailing address:

Annette Johnson, Director, School Health Unit  
Bureau of Child and Adolescent Health  
New York State Department of Health  
Room 208, Corning Tower Building, Empire State Plaza  
Albany, New York 12237-0618

**or**

By Email to: [sbhcrfa@health.state.ny.us](mailto:sbhcrfa@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 **5:00 p.m. on April 5, 2006**.

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.

Responses to Written Questions:

Please refer to Attachment 6 for the format to be used to request the Department's response to written questions. Written answers to all questions raised will be provided on or about **May 10, 2006**.

Responses to written questions and any updates/modifications to this RFA will be provided to all prospective applicants who do one or more of the following:

- 1) request the Department's response to written questions (Attachment 6);
- 2) submit written questions;
- 3) submit a Letter of Intent (Attachment 5).

The responses to written questions and any updates/modifications to this RFA will also be posted on the Department's website: <http://www.health.state.ny.us/funding>.

**D. How to File an Application:**

Applications must be **received** in the Department of Health's mailroom or in the Bureau of Child and Adolescent Health by **5:00 p.m. on June 12, 2006**. Late applications **will not be accepted**. Applications should be addressed to:

Annette Johnson, Director, School Health Unit  
Bureau of Child and Adolescent Health  
New York State Department of Health  
Room 208, Corning Tower Building, Empire State Plaza  
Albany, New York 12237-0618

Applicants should submit **one (1) original, unbound, signed application and six (6) complete, unbound copies, including attachments**. Application packages 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 the 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 NYSDOH and the Office of State Comptroller (OSC).
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Modify the detail specifications should no applications be received that meet all these requirements.
7. Award grants based on geographic or regional considerations to serve the best interests of the State.
8. If the NYSDOH is unsuccessful in negotiating a contract with the selected applicant(s) within an acceptable timeframe, the NYSDOH may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.

**F. Term of Contract:**

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of State Comptroller. It is expected that contracts resulting from this RFA will have the following contract term: July 1, 2006 through June 30, 2011. Contracts will be written for a one-year period commencing with the contract for year one of the five-year cycle. Annual renewals will be contingent on satisfactory contractor performance and continued availability of funds.

**G. Payment and Reporting Requirements:**

1. The contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

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

2. Payment of such invoices by the State (NYSDOH) shall be made in accordance with Article XI-A of the NYS Finance Law. Contractors are required to voucher on a quarterly basis with vouchers due 30 days following the end of each quarter (e.g, for a quarter ending March 31, the report would be due April 30). Payment will be for reimbursement of costs incurred during

the quarter and will be contingent on receipt of required quarterly fiscal and programmatic reports and annual reports. The format and substance of these reports will be specified in Appendix C of the contract issued to successful applicants.

#### **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 needs to be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the SFL.

1. The following factors are to be considered in making a responsibility determination about a potential/existing contractor:
  - legal authority to do business in NYS;
  - integrity;
  - capacity—both organizational and financial; and
  - previous performance.
2. Additional information concerning vendor responsibility may be found at the OSC website: <http://www.osc.state.ny.us/vendrep/index.htm>.
3. 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>.
4. Attachment 7 contains the “Vendor Responsibility Questionnaire.” All non-exempt applicants are required to complete the Vendor Responsibility Questionnaire. Refer to the website cited in #3 above for further information about exemptions. The questionnaires should have an original signature and be notarized. Awards will not be given to non-exempt applicants who do not complete the questionnaire.

#### **I. General Specifications:**

1. By signing the cover letter accompanying your response to the RFA, each applicant attests to its express authority to sign on behalf of the applicant.

2. The contractor(s) 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 NYSDOH, 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 list below is provided for your information only.** Attachment 8 is a copy of the New York State Department of Health's Contract Boilerplate and appendices. These appendices, which are listed below, will be required at a later date and incorporated into the contract should the applicant be selected to receive funding under this RFA. **The appendices should not be completed or submitted as part of the application for funding under this RFA.**



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: Workplan

APPENDIX E-1: 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

APPENDIX E-2: 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

**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.**

APPENDIX X: Modification Agreement Form (to accompany modified appendices for changes in term or consideration of an existing period or for renewal periods).

## **VII. Completing the Application**

### **A. Application Content**

Please follow the directions in numbers one through twelve below in completing this Section of the application. Applicants should also refer to the *Principles and Guidelines* (Attachment 1) and the Project Description included in Section V of this RFA which contain background information for completing numbers six through twelve below. Points will be awarded for the extent to which the application responds to the items outlined in this section.

1. **Cover Pages:**  
Complete the following cover pages:
  - Grant Application Cover Page (Attachment 9): one per application;
  - SBHC Summary Page (Attachment 10): provide information on all SBHC sites for which you are seeking funding under this RFA.
2. **Certificate of Incorporation:**  
Include a copy of the Certificate of Incorporation for the Article 28 applicant.
3. **Proof of Not-for-Profit Status:**  
Include documentation of applicant’s not-for-profit status and six-digit charities registration number.
4. **Audited Financial Statement:**  
Attach a copy of the most recent/current Audited Financial Statement (i.e., the A-133 Federal Single Audit Report or another Audit Report for your agency).
5. **Statement of Assurances:**  
Complete and sign the attached Statement of Assurances (Attachment 11). This form must be signed by the chief executive officer of the sponsoring Article 28

facility, or his/her designee. **The application will not be considered unless the Statement of Assurances is signed and submitted with the application.**

6. **Program Abstract (maximum of 1 page, single spaced):**

Provide a brief summary of the application that is clear, accurate, concise, and does not reference other parts of the application. Include in the summary a brief description of the proposed SBHC Program including the needs to be addressed, the proposed services and the population group(s) to be served, the overall goals of the program, and the organizational capacity of the applicant.

7. **Statement of Need (maximum of 3 pages):**

**10 points**

- a. Discuss how areas in need of SBHC services are identified. Describe quantitative and/or qualitative data that support designating a particular school as high-need. Include information on the number of students eligible for Free and Reduced Lunch in the schools/school districts in which the SBHC Program will be located. Please see Section III, number 3 of this RFA for a list of factors that can be used to document need.
- b. Describe the characteristics of the target population(s), the prevalent health care needs encountered by this population, availability of medical care/practitioners to provide needed services, and barriers the target population encounters in assessing these services.
- c. Describe all resources (i.e., financial resources, infrastructure, staff, administrative and systems support, etc.) available for the SBHC Program.
- d. Provide program-wide statistics regarding the percent of students covered by third-party insurance (including Medicaid, Child Health Plus, Family Health Plus), and the percent of students who are uninsured or underinsured.
- e. Provide a justification for requesting grant funding to support the SBHC program and the amount of funding requested.

8. **Applicant Capacity (maximum of 10 pages):**

**30 points**

a. Agency Overview:

This section is designed to capture information on the applicant facility's ability to sponsor and administer a SBHC program. In responding to this section, provide a detailed description of your Article 28 facility including, but not limited to, information on the following:

- Organizational structure;
- Geographic catchment area (include zip codes);
- Experience providing primary and preventive care (including SBHC services) to school-age children, and the age group(s) to which services are provided;
- Commitment and support of the SBHC as a SBHC sponsor;

- Philosophy and approach to the provision of the core SBHC services including primary and preventive health and mental health care, diagnosis and treatment of medical conditions, and management of chronic conditions;
  - Continuous Quality Improvement/Quality Assurance plan for the **Article 28 facility**;
  - Marketing and outreach strategies for promoting the SBHC(s); and
  - Referral mechanisms for addressing indigent SBHC clients who receive services outside the SBHC.
- b. Organizational Chart (does not count against page limit):  
Attach an organizational chart that reflects the Sponsor's SBHC Program structure and its placement within the Article 28 organization.
- c. Resources and Administrative Support:  
Describe the applicant's resources and staff that will be available to support, coordinate and oversee the SBHC program. The description should include, but not be limited to, the following:
- Administrative infrastructure and support for the SBHC program including the position(s) assigned to provide SBHC oversight and direction;
  - Process for maintaining ongoing communication with SBHC staff;
  - Process for ensuring SBHC staff continue to meet licensing and continuing education requirements;
  - Financial and in-kind resources available to support SBHC operations;
  - Strategy for continued SBHC program viability and sustainability, including maximizing third-party insurance reimbursement and other potential financial resources;
  - Assistance provided to SBHC enrollees in accessing Medicaid, Child Health Plus and other third-party insurance;
  - Availability and use of facilitated enrollment for Medicaid and Child Health Plus eligible SBHC enrollees;
  - Administrative procedures for mutual communication with third-party insurance companies (including managed care networks) and community-based health service providers regarding documentation of SBHC encounters, clinical information exchange and pre-referral conference.
  - Availability of inpatient services (when needed);
  - Process for ensuring timely compliance with New York State Department of Health contractual obligations, including submission of reports, data, contracts, budget modifications, and vouchers.

d. Relationships:

Describe the SBHC program collaborations and corresponding resources that are in place or will be implemented with the following entities associated with the school/school district(s) in which the SBHC(s) is/are located:

- Parents of SBHC enrollees;
- The schools/school boards;
- The referral and care network (i.e., Article 28 facility affiliates);
- Municipal and county government organizations;
- Community-based organizations (e.g., a regional asthma coalition);  
and
- Schools of higher education/medical facilities.

Advisory Council: For each SBHC site, the Article 28 sponsor will be expected to ensure the establishment, participation in and maintenance of an Advisory Council as described in the *Principles and Guidelines* (Attachment 1).

Please note that in maintaining relationships with outside entities, it is the Article 28 sponsor's responsibility to ensure and demonstrate that their SBHCs adhere to all applicable confidentiality requirements including the Federal Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA), Article 28 of the New York State Public Health Law, Article 31 of the New York State Mental Hygiene Law, and other applicable statutes and regulations.

9. **Program Activities and Services (maximum of 10 pages):**      **20 points**

a. Required Activities and Services:

Please refer to the *Principles and Guidelines* (Attachment 1) for a complete description of the requirements for staffing the program activities and services listed below. Describe how your SBHC Program achieves or will achieve the requirements for each of these required activities/services and identify the position(s) responsible for providing the activity/service.

- Outreach and enrollment
- Parental consent
- Parental involvement
- Comprehensive primary and preventive care
- Diagnosis and treatment of medical conditions
- Clinical coordination and communication with other health care providers
- Management of chronic conditions
- Laboratory services, specimen collection and testing either on-site or by referral
- Mental health services either on-site or by referral (also indicate if the applicant is licensed as an Article 31 provider or has an established relationship with a licensed Article 31 provider)

- 24/7 access to services
- Referral care coordination and follow-up
- Process for maintaining confidentiality in the transfer of patient specific information
- Development and ongoing maintenance of a SBHC policy and procedures manual for program operations

b. Expanded Activities and Services:

Although funding through this RFA is only available for core SBHC services, applicants are strongly encouraged to provide other “expanded” services as part of comprehensive care as defined by the *Principles and Guidelines* (Attachment 1). These services, which are not mandatory, should be based on local need and feasibility and may include, but are not limited to the following:

- Group health education/promotion
- Social Services
- Nutrition education and counseling
- Well child care of student enrollees’ children under the age of 3
- Dental health services (beyond basic screening)

Briefly describe each expanded service that will be provided and the position(s) responsible for rendering the service. Financial and other in-kind support for these expanded services should be reflected in the “Revenue from Other Sources” column of the budget form.

10. **QA/CQI (maximum of 3 pages):**

**10 points**

Describe the applicant agency’s Quality Assurance (QA)/Continuous Quality Improvement (CQI) plan for the **SBHC Program** and include a summary of the written SBHC QA/CQI policies and procedures. Also describe the methods for evaluating all components of SBHC operations (i.e., administrative, clinical, fiscal, care coordination, patient satisfaction, staff training, etc.) and how the SBHC QA/CQI plan is linked to the Article 28 facility’s QA/CQI process.

A copy of the applicant’s SBHC program QA/CQI policy and procedures should be included with the RFA proposal.

New York State may embark on a QA/CQI initiative for the School Health Program. All approved SBHC sponsors will be expected to participate in this initiative.

11. **Workplan and Timeline (maximum of 5 pages):**

**10 points**

a. Workplan:

Follow the instructions in Attachment 12 to complete the workplan form for the applicant's SBHC Program. This form should include the goals, corresponding objectives, and associated activities to be accomplished. Objectives should be measurable with timeframes for implementation and completion specified. Include both process and outcome objectives. Process objectives should provide specific information about **how** goals will be accomplished; outcome objectives should indicate the expected impact of the objective.

Existing SBHC sites should strive for enrollment of 80% or more of the school population in elementary and middle schools; and at least 70% of the school population in high schools. For SBHC sites in the approval process (i.e., submitted a substantially complete application for approval to operate one or more new SBHC sites by August 12, 2005), applicants should project the SBHC enrollment anticipated by the end of the first year of operation with the intention of achieving enrollment of at least 80% of the school population in elementary and middle schools and at least 70% of the school population in high schools.

The attainability of enrollment projections will be assessed using school census data from the Basic Education Data System (BEDS) information compiled by the New York State Education Department.

b. Timeline:

All applicants should provide a timeline indicating anticipated SBHC Program major accomplishments during the five-year period covered by this RFA. The timeline will be an essential component in evaluating the application. If there will be any significant change in program operations (i.e., adding additional school populations, changes in location of the SBHC site, site closures, etc.), the timeline should reflect when each aspect of the change will occur. For applicants in the process of opening new sites (i.e., sites for which a site establishment application was submitted and postmarked by August 12, 2005), the timeline should reflect a realistic timeframe for becoming fully operational.

12. **Budget/Budget Justification (no page limit):**

**25 points**

It is anticipated that approximately \$11 million will be available for State grant contracts to partially support SBHC operations in 2006-07. Third-party reimbursement, in-kind contributions from the sponsoring facility, and other resources will also be required to make a SBHC financially viable.

All approved SBHC sponsors, regardless of whether or not they receive awards under this RFA, are expected to submit billing to Medicaid and other third-party insurance companies for services rendered to covered individuals. Revenue from these sources, contributions from the sponsoring facility and the school, and other resources should be maximized to enhance each SBHC's financial viability and sustainability.

Individual grant awards will be calculated after considering all sources of SBHC revenue and will be subject to the continued availability of State funds. Applicants should report all SBHC revenue sources on the attached budget forms. This data will be verified through sources available to NYSDOH and may be audited.

As you follow the instructions (Attachment 13) and complete the forms (Attachment 14), keep the following points in mind:

- The budget should be completed on a sponsor basis.
- Grant funding may be requested only for support of SBHC core services. Refer to the *Principles and Guidelines* (Attachment 1) for a description of core services.
- The budget should be reasonable in relation to the scope of services to be provided. Please review the staffing requirements delineated in the *Principles and Guidelines* (Attachment 1) and ensure staffing reported in the budget conforms to these requirements.
- If requesting funding for fringe benefits, indicate the applicable fringe benefit rate and total amount requested. List all components comprising the fringe benefit rate for SBHC Program employees, and the percent each component comprises of the total. If the rate varies for different employees, use a blended rate, and describe how the blended rate was derived.
- Grant funding will support a portion of the costs of core services. **Sponsoring Article 28 facilities are required to provide an in-kind contribution equaling at least 10% of the total operating budget.** This includes, but is not limited to, support for billing, data management, eligibility determination for Medicaid and Child Health Plus, tracking current Medicaid and managed care plan enrollment status, and continuous quality improvement activities. Article 28 sponsors that have current contracts with in-kind contribution levels above 10% are expected to continue the current level of in-kind support.
- List all personal and non-personal service costs involved in operating the SBHC program, regardless of funding source. Indicate the funding source for each line item on the budget including Medicaid, other third-party reimbursement, grants, in-kind contributions, and other revenue.
- Awards made by the New York State Department of Health to successful applicants of this RFA will reflect reductions for any third-party health insurance reimbursement received for core SBHC services, and any other state, local, or federal funding received for core services provided by applicants' SBHC programs. This reduction includes Health Care Reform Act (HCRA) awards used for SBHC core services.



- Of the amount requested from New York State in the proposed budget, no more than 10% may be for administrative costs. Administrative costs are identifiable and verifiable expenses for duties performed in support of a grant by staff not directly involved in the provision of deliverables as outlined in the workplan. Such staff generally perform similar administrative duties for many grants and their time is apportioned accordingly in the various budgets. Only administrative costs supportive of SBHC project activities will be allowed. These costs should be identified in line item format by category of expense.
- Purchase of major pieces of depreciable equipment (i.e., equipment costing more than \$300) will not be funded by NYS unless the equipment is shown to be vital to the project.
- The following expenses cannot be charged against funding awarded by New York State under this RFA, but may be shown as an in-kind contribution:
  - 1) remodeling or modification of facility structures
  - 2) rent
  - 3) maintenance
  - 4) utility bills
  - 5) indirect costs
  - 6) telephones and telephone usage

The above list is not all-inclusive. Other expenditures also may be disallowed.

**B. Documented History of SBHC Service Delivery**

**15 points**

Current SBHC sponsors will be evaluated on their history of providing comprehensive primary preventive health care services to children and adolescents in SBHCs during the period from July 1, 2001 through June 30, 2005. Performance criteria include:

- Clinical Services;
- Maintaining Site Stability;
- Quality Assurance/Continuous Quality Improvement Activities;
- Program Administration;
- Compliance with the NYS Public Health Law and NYS Department of Health regulations for Article 28 facilities and the School Health Program; and
- Compliance with contractual requirements including reporting requirements.

Each of these criteria will be evaluated on the basis of existing Program data submitted to the Department and information from monitoring visits over the specified time period. Therefore, no additional information is required of applicants for scoring this section. Applicants with no prior SBHC experience will not be evaluated on these criteria.

### C. Application Format

All applications should conform to the format prescribed below. Up to six points will be deducted from applications that are not in the prescribed format. Applicants should comply with the page limits specified in the table below. Completion of attachments is required for some sections of the application. If an attachment is required, the attachment number is indicated below. For numbers 2, 3, and 4 below, see Section VII A, Numbers 2, 3 and 4 for a description of the documents required.

Format all pages that are not part of an attachment as follows:

- Typed
- 12-point Times New Roman font
- Double-spaced (with the exception of the Program Abstract, which may be single-spaced)
- 1 inch margins on the top, bottom and sides of each page
- 8 ½ inch by 11 inch paper
- Adheres to page limits listed below

Please note an Application Checklist (Attachment 15) has been provided to assist in assembling the application.

<b>Required Application Section</b>	<b>Page Limit</b>	<b>Attachment #</b>	<b>Maximum Score</b>
A-1. Cover Pages	N/A	Attachments 9 & 10	0
A-2. Certificate of Incorporation	N/A	See Page 15	0
A-3. Proof of Not-For-Profit Status	N/A	See Page 15	0
A-4. Audited Financial Statement	N/A	See Page 15	0
A-5. Statement of Assurances	1	Attachment 11	0
A-6. Program Abstract	1	None	0
A-7. Statement of Need	3	None	10
A-8. Applicant Capacity	10	None	30
A-9. Program Activities and Services	10	None	20
A-10. QA/CQI Plan	3	None	10
A-11. Workplan & Timeline	5	Attachment 12	10
A-12. Budget/Budget Justification	None	Attachment 14	25
B. Documented History of SBHC Service Delivery	N/A	N/A	15
<b>Total Points</b>			<b>120</b>

### D. Review Process

- Application scores and awards will be made to Article 28 Sponsors based on review of aggregate information on all eligible sites sponsored by the applicant that are described in the application for funding. As described above, only sites in operation prior to August 12, 2005, or for which a substantially complete site application was submitted by August, 12, 2005, can be included in the application for funding. Currently unfunded sites (i.e., either a site that was in operation prior to August 12, 2005 or a proposed new site for which a substantially complete site

application was received by August 12, 2005) included in the application must be in a school that demonstrates high need. The Department will take into account the percentage of students eligible for Free and Reduced Lunch in the school(s) served by each SBHC in making decisions about which sites will be included in calculation of awards (see Attachment 16, “Percent of Students Eligible for Free & Reduced Lunch in NYS School Districts”).

- Applications for funding under this RFA submitted by applicants meeting the eligibility requirements will be reviewed, evaluated competitively, and scored utilizing a standardized Review Tool.
- Applications must receive a score of 60 or above (out of a possible 120 points) to be considered for funding.
- Applications with passing scores will be sorted into one of five geographic regions: MARO-NYC, MARO- other than NYC, Capital, Central, or Western (as defined on page 2 of this document). A funding range, based on current regional distribution of funding, has been established for each region. Awards will be made in descending rank order within each region until each region’s funds are allocated. If all available funds for the region are not fully allocated after this process, any remaining funds will be distributed to the next highest scoring applicants in other regions, based on the disparity of current funding compared to need. In addition, the Department may consider geographic regions or parts of regions where there is significant, demonstrated unmet need for primary health services and there is an applicant with a passing score that can provide such services.
- Any applicants with passing scores that are not awarded funding at this point will be designated as “approved, but unfunded.”
- If the available \$11 million in funding is not fully allocated at the end of this process, any remaining balance will be divided proportionately, based on school census, among all sponsors funded under this RFA.
- Award amounts for each sponsor will be based on a calculation that includes the following factors: total projected enrollment of eligible SBHC sites; a per enrollee cost based on the estimated regional cost of providing core services in mid-sized SBHCs; and consideration for uninsured enrollees. In calculating awards, consideration also will be given to applicants’ current award amounts to ensure continuity of services in existing SBHC sites. These calculated awards will then be compared to the allowable amount requested in each sponsor’s proposed budget, as described in Section VII, A , Number 12 (Budget/Budget Justification) of this document, and the applicant will be awarded the lower of the two amounts.
- Review teams will be led by staff from the NYSDOH. The review will assess the clarity of the application, responsiveness to the RFA based on the criteria outlined

above in Section VII, A, and the applicant's documented history of SBHC service delivery, as described in Section VII, B. Applicants failing to provide all requested RFA components or follow the prescribed format may not be considered for review or may have points deducted from the total score.

**VIII. Attachments**

- Attachment 1: Principles and Guidelines for School-Based Health Centers in New York State (2006-1)
- Attachment 2: June 21, 2005 Site Establishment Letter
- Attachment 3: High Need Districts
- Attachment 4: American Academy of Pediatrics Recommendations for Preventive Pediatric Health Care (RE9535)
- Attachment 5: Letter of Intent
- Attachment 6: Letter to Request Responses to Written Questions
- Attachment 7: Vendor Responsibility Questionnaire
- Attachment 8: New York State Department of Health Contract Boilerplate and Appendices (provided for information only)
- Attachment 9: Grant Application Cover Page
- Attachment 10: SBHC Summary Page
- Attachment 11: Statement of Assurances
- Attachment 12: Workplan
- Attachment 13: Budget Instructions
- Attachment 14: Budget Forms
- Attachment 15: Application Checklist
- Attachment 16: Percent of Students Eligible for Free & Reduced Lunch in NYS School Districts

# PRINCIPLES AND GUIDELINES FOR SCHOOL BASED HEALTH CENTERS IN NEW YORK STATE

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Revised: version 2006-1

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1 Update made 3/06 to accommodate ongoing changes in fee amounts.

2 Revisions made 3/06 to incorporate changes from staffing workgroup.

3 Updated 3/06 for Medicaid contact information.

## **I. PRINCIPLES AND VALUES OF COMPREHENSIVE SCHOOL BASED HEALTH CENTERS\***

Comprehensive school-based health centers (SBHCs) provide primary and preventive care, acute or first contact care, chronic care, and referral as needed. They regard and provide services for children and adolescents within the context of their family, social/emotional, cultural, physical and educational environment.

- A.** SBHC services are developed based on local assessment of needs and resources. Schools having students with the highest prevalence of unmet medical and psychosocial needs are targeted for the establishment of centers.
- B.** SBHCs are organized through school, community, and health provider relationships and provide services in keeping with state and local laws and regulations, established standards and community practice.
- C.** The SBHC provides or makes available comprehensive primary medical, social, mental health, and health education services designed to meet the psychosocial and physical needs of children and youth within the context of the family, culture, and environment, including:
  - Primary health care services at the SBHC which include: comprehensive health assessments, and diagnosis and treatment of minor, acute and chronic medical conditions; and
  - Mental health services by referral or at the SBHC which include: mental health assessments, crisis intervention, counseling, and referrals to a treatment continuum of services including emergency psychiatric care, community support programs, inpatient care and outpatient programs.
- D.** SBHCs are based directly in a school and SBHC services are made available only to the students enrolled in that school.
- E.** SBHC services are provided at no out of pocket cost to those students who enroll in the SBHC with parental consent. As appropriate, SBHCs may bill third party payors for services. These revenues must be returned to support the operations of the SBHC.
- F.** SBHC services are provided by a multi-disciplinary team, which must include, at a minimum, but not be limited to: nurse practitioner/physician assistant, mental health professional, physician, and health assistant. The number of staff will depend on the number of students enrolled in the SBHC and the services to be provided.
- G.** The SBHC provides on-site access during the academic day when school is in session and 24-hour coverage through an on-call system and through its backup health providers to ensure access to services on a year round basis when the school or the SBHC is closed.

- H.** The SBHC can serve as a student’s primary care provider (the medical home) or complement services provided by an outside primary care provider. The SBHC also coordinates care with the child’s outside primary care provider, other medical providers, social service agencies, mental health providers, and other agencies, programs, and organizations in order to ensure continuity of care.
- I.** The SBHC is integrated into the school environment and plans and coordinates health services with the school personnel, such as administrators, teachers, nurses, counselors, and support personnel, as well as with other community providers co-located at the school.
- J.** The SBHC, in partnership with the school and other co-located service providers, develops policies and systems to ensure confidentiality in the sharing of medical information and allow for case management.
- K.** The SBHC and school are committed to operating with mutual respect and a spirit of collaboration. The school/school district facilitates and promotes the utilization of the center's service.
- L.** Each SBHC forms and maintains a functional advisory committee to provide input into the development and operation of the program. Advisory committee membership should include school staff, community members, health providers, and especially parents and students.
- M.** The SBHC and the school are committed to working together to ensure the provision of comprehensive health education and a healthy school environment.
- N.** The SBHC sponsoring facility has overall responsibility for SBHC administration, operations and oversight.

\* Adapted from Principles for School based Health Centers developed by the School Health Policy Initiative in "Special Report: Defining School based Health Center Services," NYC: Columbia University, March 1994.

## II. GUIDELINES FOR SCHOOL-BASED HEALTH CENTERS

### A. Services

SBHCs provide age-appropriate primary health, mental health, social and health education services. These services must comply with *New York State Child/Teen Health Plan* requirements\*.

#### 1. Access

- SBHCs should be located in high need schools and communities.
- SBHCs must be open and staffed during all normal school hours.
- The back-up health provider must ensure 24-hour/7 day access to services for enrolled students during non-school hours and vacation periods and ensure the continuity of care for enrollees referred to other providers. Telephone access should ensure contact with an individual for triage purposes.
- The complete range of SBHC services must be made available to any student who enrolls, i.e. those students attending the school with the SBHC who have obtained parental consent or who are 18 years of age or are otherwise able to give their own consent.
- SBHC services must be provided at no out of pocket cost to the student or family.
- The SBHC will not turn any student away because of insurance status, health status, or because a student has an existing primary care provider. If a student has a primary care provider, the SBHC should make every effort to coordinate services with the student's primary care provider to avoid duplication of service.
- When providing services by referral, providers should offer as many options as possible. If services are provided by referral, financial, geographical, and other barriers should be minimized.

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\*The Child Teen Health Plan is New York State's EPSDT program. It is a federally mandated initiative to provide comprehensive preventive health care and diagnostic treatment and follow-up to children who are eligible for Medicaid, up to the age of 21. It is designed to meet the Federal and State requirements for the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program, which was created by the Title XIX of the Social Security Act.



## 2. Enrollment and Parental Consent

- The provider, through cooperation with the participating school, must make written information about center services available to parents, including:
  - The scope of services offered, including the ability of the SBHC to serve as the designated primary care provider or to provide services in collaboration with the student's primary care provider;
  - The staffing pattern, including how medical coverage will be assured in those schools where the full-time presence of a mid-level practitioner is not provided; and
  - How students can access 24-hour/7 day coverage when the school is closed.
  
- Providers must make consent forms available to all enrolling students to obtain the informed written consent of the parent or legal guardian. If the student receiving services is 18 years of age or older or is otherwise qualified to give consent under section 2504 of the Public Health Law and is competent to give such consent, such consent will be obtained.
  
- At a minimum, the enrollment and parental consent forms should request the following information:
  - Student name
  - Address
  - Date of birth
  - Parent/guardian name
  - Student's social security number
  - Student health care coverage including the name of the managed care plan
  - Insurance and/or Medicaid identification number
  - Student's primary care provider name and address, or designation of the SBHC/back up facility as the primary care provider. If no health care coverage is indicated, the SBHC should assist in referring the student to Medicaid/Child Health Plus.
  - Medical release authorization
  
- Upon enrollment, the SBHC must initiate a written communication process with the student's designated primary care provider if an outside entity. At a minimum, this should include:
  - Notification that the student has enrolled in the SBHC;
  - The scope of services offered by the SBHC; and
  - A request for student health information, including the most recent physical exam, history and current treatment plan along with the transmittal of the appropriate medical release authorization form.

### 3. Core Services

- All SBHCs must provide a core of services that includes primary and preventive health care, diagnosis and treatment of medical conditions and management of chronic conditions. Mental health must be addressed within core services, either by referral or on-site services.
- The services provided by a SBHC will depend on an initial and ongoing assessment of the needs of the population of students served and will be sensitive to the following differences:
  - Ages of the students served;
  - Availability, utilization and access to other school and community resources; and
  - The size of the enrolled population of the SBHC.

#### a. Comprehensive Primary Care

- All SBHCs must provide on-site a core of age appropriate primary care services that comply in content and frequency with *New York State's Child/Teen Health Plan (CTHP)*. Age appropriate reproductive health care is to be considered an essential component of comprehensive primary care.
- SBHCs serving adolescents should follow guidelines such as the American Medical Association's Guidelines for Adolescent Preventive Services (GAPS), Bright Futures or the American Academy of Pediatrics guidelines, which all recommend an annual visit that includes an assessment of risk behaviors such as tobacco use.
- Oral health assessments should be a part of the routine care provided by a SBHC. This assessment should include an oral health history, including who their dentist is and when the last visit was made, an inspection of the mouth, identification of observable problems, and appropriate dental health education and referral if no preventive appointment was made within the past year or if problems are identified.
- Each student should have within their medical chart a record of an up-to-date assessment and comprehensive physical exam in compliance with the CHTP. This may be performed either by the SBHC or an outside provider.
- Immunizations should be provided as necessary as part of the comprehensive health assessment.
- SBHCs should consider population based assessments as well as responding to individual needs.

**b. Diagnosis and Treatment of Medical Conditions**

- On-site diagnosis, treatment, and appropriate triage and referral mechanisms must be in place for minor, acute, and chronic problems and should be considered part of the required core of SBHC services.
- Also considered a core service is on-site routine management of chronic conditions (asthma, diabetes, etc.), provided in consultation with the child's outside primary care provider or specialist as appropriate. Prescriptions are provided for minor problems, acute problems; and chronic conditions.

**c. Laboratory Testing<sup>1</sup>**

- Pursuant to state and federal laws, SBHCs may perform, on-site, certain basic laboratory procedures that are classified as waived or Provider Performed Microscopy procedures (PPMP) tests under federal Clinical Laboratory Improvement Act (CLIA) legislation. Tests not classified as waived or PPMP must be performed by qualified New York State licensed laboratories holding a Comprehensive permit.
- SBHCs performing waived tests must register with the New York State Department of Health –Wadsworth Center, Clinical Laboratory Evaluation Program (CLEP) to obtain a CLIA registration number for either a Certificate of Waiver or a Certificate for Provider Performed Microscopy Procedures.
  - 1) *Certificate of Waiver:* The SBHC must register independently to obtain a unique CLIA registration number to perform limited testing. An application for a permit to do limited testing; (DOH-4081) must be obtained from the CLEP program. (See contact information below). An application fee is required. Only waived tests may be performed at the SBHC.
  - 2) *Certificate for Provider Performed Microscopy Procedures (PPMP):* If the SBHC will be performing CLIA approved microscopy testing, the site must register with the CLEP program using form DOH-4081, “Permit Application – Limited Testing”. Registration under this option also automatically authorizes the SBHC to perform “waived” test procedures. An application fee is required. SBHC. Only waived tests and CLIA approved microscopy procedures may be performed at the SBHC.
- Under state Public Health Law, Article 5, Title V, Section 576, and Title 10 NYCRR Part 58, New York State licensed laboratories receiving specimens are required to provide the sending site with instructions for specimen collection, handling and transportation.

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<sup>1</sup> Update made 3/06 to accommodate ongoing changes in fee amounts.

- To obtain an application for CLIA registration, (DOH-4081) or for further information about the laboratory requirements, contact the New York State Department of Health Wadsworth Center – Clinical Laboratory Evaluation Program at (518) 485-5378.

**d. Mental Health**

- All SBHCs must address the mental health needs of enrolled students, either on-site or by referral. It is recommended that all SBHCs serving adolescents provide some level of on-site services.
- The range of on-site mental health services to be offered should be determined by student/family needs and the availability of school and community resources.
- On-site services should include mental health care in both individual and group settings, including assessment, treatment, referral, and crisis intervention. Services include:
  - Primary prevention;
  - Individual mental health assessment, treatment, and follow-up;
  - Crisis intervention;
  - Short and long-term counseling; and
  - Linkage with community counseling.
- The following services must be made available on-site or by referral;
  - group and family counseling; and
  - psychiatric evaluation and treatment.

**e. Referral**

- Services provided by referral must include follow up including checking that the appointment was kept, the services met the student's needs and the outcome of the referral, including relevant health care findings, is incorporated into the student's medical record.
- If the student is in a managed care plan, a referral for services should be made within the plan network and should follow the plan's service access requirements. Note: There are two exceptions.
  - 1) For Medicaid family planning services, a plan member can go, without referral or prior approval, to any provider in or out of the plan network who offers those services and accepts Medicaid.
  - 2) For Medicaid mental health and alcohol/substance abuse referrals, the plan member, or the SBHC on the student's behalf, may make a referral for one mental health and one alcohol/substance abuse assessment from a participating provider without referral or prior approval.

#### 4. Expanded Services

- The following services can be provided according to the local need and feasibility for expanded services:

##### a. Health Education/Promotion

- The SBHC may provide health education for enrolled students, their families, and health center staff, and where possible, supports the provision of comprehensive health education in the classroom. Services can include:
  - one-on-one patient education;
  - group/targeted education at the center;
  - family and community health education;
  - health education for health center and school staff; and
  - support for comprehensive health education in the classroom.

##### b. Social Services

- The SBHC may provide initial assessments and referrals to social service agencies, as well as some on-site services. Services include:
  - social service assessment, referral, and follow-up for needs such as:
    1. basic needs (food, shelter, clothing);
    2. legal services;
    3. Public Assistance;
    4. assistance with Medicaid and other health insurance enrollment;
    5. employment services; and
    6. day-care services.
  - transportation arrangements to the sponsoring facility or referral site.

##### c. Other Services

- Age appropriate tobacco-use prevention, assessment and referral activities should be provided.
- The following services may be provided on-site or by referral:
  - Dental care;
  - Nutrition education and counseling;
  - Specialty care; and
  - Well-child care of students' children.

## B. Staffing<sup>2</sup>

### 1. Core Staffing

- All core SBHC staff, must be trained in *child abuse* mandated reporter requirements (Section 413 of the NYS Social Services Law), infection control, emergency care, including general first aid, basic life support, and in the use of automated external defibrillator (AED) equipment. Training must conform to Community First Aid and Safety or First Aid/CPR/AED programs offered by the American Red Cross or their equivalent.

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<sup>2</sup> Revisions made 3/06 to incorporate changes from staffing workgroup.

- SBHCs must ensure a full time health presence during all normal school hours. This may include the physician, *nurse practitioner*, *physician assistant*, or medical or health assistant. In cases where there is an agreement between the school and the SBHC for school nurse coverage of the SBHC, the presence of the school nurse will also fulfill this requirement.
- At a minimum, all SBHCs must have the following multi-disciplinary team to provide core services. The time required of the Nurse Practitioner and Physician Assistant to be on site is dependent on the number of students enrolled in the SBHC and the needs of the students.
  - a. **Nurse Practitioner (NP)**
    - Provides comprehensive primary care services.
    - Operates under current protocols signed by the **collaborating** physician.
    - Is available at one full time equivalent per 700 – 1500 SBHC enrollees.
  - b. **Physician Assistant (PA)**
    - Provides comprehensive primary care services.
    - Operates under current protocols signed by the **supervising** physician.
    - Is available at one full-time equivalent per 700-1500 SBHC enrollees.
  - c. **Collaborating/Supervising Physician**
    - Must be an MD or DO with current NYS registration and should be board certified or board eligible in family practice or pediatrics.
    - Provides on-going medical consultation for NP in accordance with NYS Education Law, Article 139, Sections 6902.3 ( c ) and ( e ); or
    - Provides supervision for PA in accordance with NYS Education Law, Article 131-B, Section 6542.3 and Section 6542.4.
    - Is accessible to the NP/PA at all times via telephone.
    - Provides a minimum of six (6) hours per month of face-to-face collaboration/consultation with each NP/PA with the following provisions:
      - Face-to-face consultation/collaboration with NP/PAs must occur at each SBHC site not less than once every two weeks;
      - In addition to the on-site clinical consultations, the collaboration/supervision time requirement may be met on-site or off-site through various interactions, including: individual or group (multiple NPs/PAs) case discussions, clinical care management reviews, and education sessions;
      - Chart reviews must be performed at each site at least once every three months.
    - Provides more extensive collaboration/supervision as needed based on NP/PA experience, training, and ability.
    - Has the option of providing full time primary care.

**d. Medical/Health Assistant (MA/HA)**

- Performs duties that may include: assisting with screenings, weighing and measuring students, assisting with preparation for activities such as physical examinations, providing first aid care to students with minor injuries, performing clerical functions including recording health information, entering data into computer, making appointments, and following up on missed appointments.
- Is present in the SBHC during all normal school hours. (In cases where there is an agreement between the school and the SBHC, the school nurse can also fulfill this requirement).
- When there is no school nurse in the school, operates under specific protocols (shared with school staff and school administration) for the delivery of first aid and emergency care to students.
- Performs duties according to established policies that describe the role of the MA/HA when the mid-level practitioner or physician is not present.

- SBHC core services must address mental health needs, either on-site or by referral. It is strongly recommended that on-site mental health services be provided for a SBHC serving adolescents.
- The time required of the Mental Health Provider (if services are to be offered on site) is dependent on the number of students enrolled in the SBHC and the needs of the students.
- On-site mental health services are to be provided by the following staff:

**e. Mental Health Provider (MH Provider)-Provides assessment, primary prevention, intervention, and referral (for more intensive services) for individuals, families and groups .**

- Has pediatric/child/adolescent expertise and is licensed in NYS as one of the following:
  - LMSW – Licensed Masters Social Worker;
  - LCSW – Licensed Clinical Social Worker;
  - Psychiatric Nurse Practitioner
  - Licensed Mental Health Counselor;
  - Licensed Marriage and Family Therapist;
  - Licensed Psychologist;
  - Psychiatrist; or
  - Nationally Certified Clinical Specialist in Child and Adolescent Psychiatric and Mental Health Nursing with a current NYS RN License.
- Is available at one full time equivalent per 700-1500 SBHC enrolled students.

**f. Mental Health Services Coordinator of Consultation/Collaboration**

- Is an LCSW, a Psychiatric NP, a licensed Psychologist or a Psychiatrist.
- Has pediatric/child/adolescent expertise.

- Has knowledge of and skill in negotiating school systems, assessment/diagnosis and use of DSM-4, provision of comprehensive and on-site school mental health services.
  - Is accessible via telephone at all times to provide clinical consultation and collaboration to the MH Provider.
  - Provides face-to-face clinical consultation with the MH Provider a minimum of four (4) hours per/month and no less frequently than every two weeks. (Clinical consultation/collaboration includes case discussion, peer-group interactive exchanges, and staff development programs that may occur in group or individual settings, on or off the SBHC site.) Provides more extended consultation/collaboration time as determined by the MH Provider's experience, training, and ability.
- In order to ensure the appropriate linkage between the sponsoring facility and the SBHC and the coordination/oversight of SBHC services, the following staff is considered part of the core staffing pattern:

**g. Program Manager**

- Acts as the agent of the sponsoring Article 28 facility and plays a key role in ongoing communication with, and administrative direction of, the SBHC.
- Is responsible for:
  - data collection;
  - oversight of the SBHC budget and related fiscal issues;
  - preparation of statistical reports and narratives;
  - purchasing supplies and equipment;
  - writing grant proposals;
  - staff supervision/scheduling;
  - advisory committee participation;
  - quality assurance coordination;
  - program development and evaluation; and
  - serving as liaison with:
    - school administration and staff
    - sponsoring Article 28 provider
    - community stakeholders
    - insurance companies and grantors
    - NYS Department of Health.
  - Devotes no less than 3.5 hours per week per SBHC site.

**Expanded Services**

- The following are examples of staff that can be added according to the local need and feasibility for expanded services:

**a. Health Educator**

- Provides individual and group health education, as well as classroom education where possible; and



- Is trained specifically in health education (not physical education or some other semi-related field).
- b. Community Outreach Worker**
- Coordinates social service assessments, referrals, and follow-ups.
- c. School Nurse (RN)**
- Provides triage in the SBHC when NP/PA is not on site; and
  - Provides services for non-enrolled students.
- d. Nutritionist**
- Provides individual and group nutrition counseling and education, as well as classroom education if possible.
- e. Dental Hygienist**
- Provides preventive dental services including, health education, screenings, prophylaxis, fluoride and sealants; and
  - 1 full time equivalent can provide services for approximately 2,500 students.
- f. Dental Assistant**
- Assists the dental hygienist and the dentist in chairside procedures; and
  - 1 full time equivalent can provide services for approximately 2,500 students.
- g. Supervising Dentist**
- Provides general supervision for dental staff and is available for consultation, diagnosis and evaluation; and
  - Authorizes the dental hygienist to perform services and exercises the degree of supervision appropriate for the circumstances.

## **Relationships**

SBHCs are organized through family, school, community, and health provider relationships. There should be established relationships with:

### **1. The Student's Family**

- SBHC providers should make every effort to be family centered and to involve the student's family, as age appropriate and with consent as necessary, in regard to the care of the student.
- Whenever possible and within the guidelines of adolescent confidentiality, parents/guardians should receive prior notification of any services to be provided to a child and should be given the option of joining their child during the provision of the services.

- As appropriate, parents should also receive notification after services are provided, informing them of the outcome of the encounter.
- Being family-centered means that policies regarding access, availability, and flexibility take into consideration the various structures and functions of families in the community being served. Providing primary care means understanding the nature, role, and impact of a child's health, illness, disability, or injury in terms of the family's structure, function, and dynamics.
- Whenever possible, the family should receive education on the importance of prevention and the appropriate use of the health care system, including the role of the primary care provider.

## **2. The School, School Board and School District**

- The SBHC is integrated into the school environment, and both the SBHC and the school are committed to operating with mutual respect and a spirit of collaboration.
- The school assists the SBHC in many ways, including:
  - Marketing the SBHC;
  - helping to obtain informed parental consent;
  - helping to obtain information on insurance status and Medicaid status, including any enrollment in a managed care plan;
  - providing appropriate access to school health records;
  - maintaining the SBHC facility;
  - providing space (but not necessarily renovations) at no cost; and
  - collaborating in the establishment of School Health Program Advisory Board.
- The relationship between the school district and the SBHC sponsor should include the following:
  - Meetings between the school district and/or school building administration and the SBHC sponsor should be held on a regular basis;
  - There must be a current (every five years) MOU between the health care provider and the school district;
  - Methods for addressing priorities and resolving differences should be spelled out in the MOU;
  - The MOU should provide assurances that there will be a collaborative relationship between the SBHC staff and school personnel such as health educators, school nurses, drug abuse counselors, social workers, etc; and
  - The MOU should describe how the provider will provide 24-hour access to services when the school based health center is closed.

- The SBHC's relationship with the school involves routinely publicizing center services to the student body at least twice a year. Methods of outreach include:
  - contacts during school registration;
  - PTA meeting attendance;
  - mail outs/send home notes;
  - bulletin boards/posters;
  - student newspapers; and
  - teacher/staff referrals.

### **3. The Community**

- The SBHC recognizes that it functions within the community and should draw upon and contribute to its resources.
- SBHC providers contribute to and participate in community diagnosis; health surveillance, monitoring and evaluations conducted as a routine function of public health agencies.
- Community-oriented care assures that the views of community members are incorporated into decisions involving policies, priorities and plans related to the delivery of SBHC services.

### **4. The Sponsoring Facility**

- The sponsoring facility must be actively involved in the ongoing administration and operation of the SBHC. Policies and procedures articulating this involvement must be in place. They should address:
  - ongoing communication;
  - 24 hour/7 day coverage;
  - maintenance of medical records in accordance with confidentiality laws;
  - continuous quality improvement;
  - fiscal and billing procedures; and
  - coordination of services.

### **5. The Student's Regular Source of Primary Health Care**

- Policies and procedures should be in place for those instances where a student enrolled in a SBHC has an outside primary care provider or when the primary care provider is the SBHC sponsoring facility. These policies and procedures should serve to strengthen the services of the SBHC and the primary care provider by fostering comprehensive and coordinated health care delivery while avoiding service duplication.
- Topics to be addressed in these policies and procedures include:
  - appropriate information and sharing of medical records;
  - mechanisms to ensure confidentiality;
  - referral for specialty care; and
  - coordination of treatment.

## **6. Local/County Department of Health**

- The SBHC and the County Department of Health should coordinate rather than duplicate provision of mandated health services when those health services are the obligation of the County Department of Health.

## **7. Local Mental Health Departments**

## **8. Local Department of Social Services**

## **9. School Based and Other Health Providers Serving Students with IEP's**

### **D. Organization and Function**

#### **1. Policies and Procedures**

- There should be a manual of all policies and procedures, including specifications of who is responsible for each policy or procedure. A current manual should be maintained at the sponsoring facility and each SBHC site. It should be reviewed and updated on an annual basis. Policies and procedures should include and address but not be limited to the following areas:
  - Organization/Administration;
  - Personnel;
    - Sponsoring facility requirements
    - SBHC job descriptions/responsibilities/annual performance evaluations
    - Outreach/Education and Enrollment
    - Address policy on informed consent
  - Clinical Services;
    - Administration
    - Delivery
    - Coordination of care with other provider
    - Continuity of care – 24 hour, 7day/week coverage
    - Maintenance of medical/clinical records as per Section 751.7 of Title 10 NYCRR (the health portion of NYS Code of Rules and Regulations)
    - The Exchange of student data with the school
  - Environmental;
    - SBHC
    - School
  - Fiscal Management;
  - Data Management; and
  - Continuous Quality Improvement/Quality Assurance.
- Other policies and procedures, as appropriate, should be included in the manual.

## **2. Organizational Structure**

- There should be an organizational chart reflecting clear lines of authority for the administration of the SBHC, as well as the roles of the sponsoring facility, the SBHC, and the school. This chart should be reviewed periodically and revised as needed.

## **3. Community Advisory Council**

- The SBHC should have a community advisory council, which is representative of the constituency and is oriented to SBHC services. Community advisory council meetings should be scheduled on a regular basis and minutes from the meeting should be distributed to all who participate. Advisory council membership can include school staff, community members, health providers, and parents and students.
- The Advisory Council should be involved in program planning and development, identification of emerging health issues and appropriate interventions, assisting in identifying funding for the SBHC, and providing advocacy for the program.
- An Advisory Council is required for the planning period and the first three years of operation of the SBHC. After three years of operation, the SBHC/sponsor should assess the functioning of the Council and may delegate the role and activities of the Council to another representative body.

## **E. Fiscal Operations**

The SBHC sponsor should ensure that appropriate administrative support is provided to address the following:

### **1. Program**

- Receipts and expenditures should be adequately identified for each contract/source of funds.
- Equipment inventories, budget analysis, and total service cost calculations should be completed annually.

### **2. Medicaid and Other Third Party Reimbursement<sup>1</sup>**

- There should be established procedures for confirming and obtaining information on Medicaid, Child Health Plus, and other third party eligibility, and for helping families in the enrollment process if the student is not enrolled. (IMPORTANT: Medicaid eligibility must be confirmed at each encounter).
- There should be established procedures for confirming and obtaining information on Medicaid eligibility, and managed care plan enrollment using methods such as the Name Search and E-PACES. For more information on these and other options for eligibility verification, call the NYS Department of Health Medicaid fiscal

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<sup>1</sup> Updated 3/06 for Medicaid contact information.

agent, Computer Sciences Corporation (CSC) at 1-800-343-9000 or on the internet visit [www.emedny.org](http://www.emedny.org), click on Provider Manuals, under section entitled Supplemental Documentation click on MEVS Provider Manual.

- Encounter forms should be generated for all billable visits.
- Procedures should be in place to ensure Medicaid and other third party insurance are billed for encounters.
- Procedures should also adequately address follow-up on denied Medicaid or other third party claims.
- Medicaid and third party revenues should be readily identifiable by using correct Medicaid billing codes and revenues must be returned to the school health center program for the support and development of the program.

#### **F. Data Management**

- There should be written policies to dictate the access to and use of school based health center data.
- A designated individual should be responsible for preparation of NYSDOH quarterly and other reporting forms, which should be submitted to the School Health Program within 30 days of the end of the reporting period.

#### **G. Facility Requirements**

- Space must be adequate to accommodate the multi-disciplinary staff, and to afford the client verbal/physical privacy, and to allow for ease in performing necessary clinical, clerical and laboratory activities.
- For a SBHC with an enrollment of 700, approximately 1,500 to 2,000 square feet is recommended. The size of this space may be adjusted according to school enrollment, the staffing plan, local needs and available resources. Space for the SBHC should include:
  - a minimum of one exam room and preferably 2 exam rooms per full- time provider;
  - a sink, either in the exam room(s) or within reasonable access;
  - a counseling room/private area;
  - a laboratory area;
  - an accessible toilet facility;
  - a designated waiting area;
  - secure storage space for sterile supplies, pharmaceutical supplies and other materials;
  - a clerical area;
  - a supervised infirmary area; and

- designated clean and soiled space for clinic functions.
- The SBHC must be equipped with a private telephone and fax line to ensure confidentiality and adequate access to the community and back-up providers.
- The SBHC provider must ensure that:
  - solid wastes, including biological infectious wastes, are properly collected, stored and disposed of;
  - all exits and access to exits are marked with prominent signs;
  - sites, which operate after sundown, are provided with adequate lighting for all exits and access to exits;
  - adequate ventilation is provided;
  - passage ways, corridors, doorways and other means of exit are kept clear and unobstructed;
  - sites are kept clean and free of safety hazards;
  - medical, fire and emergency instructions and other procedures, including telephone numbers, are posted;
  - smoke detectors and general purpose and chemical fire extinguishers are in working order and within easy access of the SBHC;
  - SBHC staff have keys for all bathrooms with inside locks; all bolt locks have been removed; and
  - the patient's bill of rights is posted and available in other languages as necessary.

## **H. Quality Management and Improvement**

The SBHC sponsor should ensure that appropriate facility involvement and support is provided to address quality management and improvement.

- Quality management and improvement can address a full range of activities including but not limited to: management of clinical conditions, documentation of care, use of services, staff qualifications, system organization, patient satisfaction, patient knowledge and changes in patient behaviors.
- There should be one person designated as the quality management and improvement coordinator.
- The program should establish goals, objectives and standards of care that clearly identify what the program wants to accomplish. These should be reviewed regularly and updated annually. The standards of care should be consistent with current practice.
- The program should identify activities which lead to accomplishing its goals.
- The program should regularly measure the achievement of its desired performance and take actions to address problems identified.

- There should be written specified quality management policies and procedures which include:
  - provider credentials and maintenance;
  - professional continuing education;
  - pre-employment procedures;
  - staff and program evaluation;
  - measures of patient satisfaction;
  - medical record review;
  - complaint and incident review; and
  - corrective actions and time frame.
  
- The SBHC should develop and implement a quality management and improvement plan that is based on needs assessment and previous quality improvement activities and includes at least the following on a quarterly basis;
  - a distinct focus on each of the following areas: administration, clinical, consumer satisfaction (patient/student, family and school personnel), community outreach and education and complaint investigation;
  - structure, process and outcome measures appropriate to the area of study;
  - the collection and analysis of data for each area studied/assessed;
  - the development and implementation of strategies to address areas of concern that need improvement; and
  - periodic re-evaluation of new strategies to assess effectiveness.



 STATE OF NEW YORK  
DEPARTMENT OF HEALTH

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

Antonia C. Novello, M.D., M.P.H., Dr.P.H.  
*Commissioner*Dennis P. Whalen  
*Executive Deputy Commissioner*

June 21, 2005

Dear Colleague:

The New York State Department of Health, School Health Program (SHP), anticipates issuing a Request for Applications (RFA) that will provide grant funding for School-Based Health Centers (SBHCs) for the five-year contract period beginning July 1, 2006. The SBHC Program provides primary and preventive health services to children and youth attending schools in areas with limited access to such services.

Limited funding will be available for new sites. For existing and prospective Article 28 SBHC sponsors to be eligible to submit an application for funding in response to the RFA, all steps listed below must be taken by **August 12, 2005**:

1. Obtain a SBHC application package by contacting the SHP at (518) 486-4966. This package includes the Application and the Program Effectiveness Review Tool (PERT).
2. Contact the Regional Office staff for consultation and guidance in completing the SBHC Application and the PERT. To ensure these documents are substantially complete and meet SBHC program requirements, applicants should share draft copies with Regional Office staff as soon as possible, but no later than July 29, 2005. Regional Office staff will review the SBHC Application and PERT, and provide feedback. Regional Office staff will also provide the SHP with confirmation of contact with the applicant and receipt of the application components detailed below. A list of Regional Offices and contact persons is enclosed.
3. Complete all components of the application package listed below:
  - Application:
    - a. General Information about the Article 28 Sponsoring Facility
    - b. School-Based Health Center Site-Specific Information
    - c. A detailed floor plan of the proposed SBHC including dimensions of all rooms that will be used and location of the following areas:
      - exam rooms
      - counseling rooms
      - waiting and reception area
      - professional office space
      - doorways and windows
      - storage areas
      - bathrooms

- infirmary area
  - clean and dirty preparation areas
  - hand washing sinks
  - laboratory area
- d. Attachments:
- Cover Page
  - Statement of Assurances
  - Workplan
  - SBHC Site Specific Information Form
  - Budget Forms
  - The Memorandum of Understanding or a Letter of Support from the School District/Principal confirming their intention to partner with the Article 28 facility in establishing an SBHC
- Program Effectiveness Review Tool (PERT):
    - a. Complete the Self-Assessment sections for pre-opening certification in the PERT. See page three of the PERT for instructions on completing these sections. Leave the Validation Section blank.
    - b. Submit the completed self-assessment by July 29, 2005 to the Regional Office which handles the catchment area in which your facility is located. A list of Regional Offices and contact persons is enclosed (see attachment).
    - c. A copy of the completed PERT must also be submitted to the SHP with the Application.

4. Submit the completed Application and PERT to Christina Brady at the following address:
- New York State Department of Health  
Bureau of Child and Adolescent Health, School Health Unit  
Empire State Plaza, Corning Tower, Room 208  
Albany, New York 12237-0618

**The Application and PERT must be postmarked no later than 5 p.m. on August 12, 2005. No faxed or electronic versions of the Application or PERT will be accepted.** Please contact the School Health Program at (518) 486-4966 if you have any questions or need assistance with any of the steps in this process.

Sincerely,



Annette Johnson, M.S., CHES  
Director for School Health Unit  
Bureau of Child and Adolescent Health

Enclosure

**HIGH NEED DISTRICTS****Identified by NYSED *Need/Resource Capacity (N/RC) Category Codes***

**(From New York State Education Department's Report to the Governor and Legislature,  
July 2004)**

Addison Central School District  
 Adirondack Central School District  
 Afton Central School District  
 Albany City School District  
 Albion Central School District  
 Altmar-Parish-Williamstown Central School District  
 Amityville Union Free School District  
 Amsterdam City School District  
 Andover Central School District  
 Auburn City School District  
 Ausable Valley Central School District  
 Avoca Central School District  
 Bath Central School District  
 Beekmantown Central School District  
 Belfast Central School District  
 Belleville Henderson Central School District  
 Binghamton City School District  
 Bolivar-Richburg Central School District  
 Bradford Central School District  
 Brasher Falls Central School District  
 Brentwood Union Free School District  
 Bridgewater-West Winfield Central School District (Mt.  
 Markham)  
 Brocton Central School District  
 Bronx 7  
 Bronx 8  
 Bronx 9  
 Bronx 10  
 Bronx 11  
 Bronx 12  
 Bronx ACAD/VOC HS`S  
 Brookfield Central School District  
 Brooklyn 13  
 Brooklyn 14  
 Brooklyn 15  
 Brooklyn 16  
 Brooklyn 17  
 Brooklyn 18  
 Brooklyn 19  
 Brooklyn 20  
 Brooklyn 21  
 Brooklyn 22  
 Brooklyn 23  
 Brooklyn 32  
 Brooklyn ACAD/VOC HS`S  
 Brushton-Moira Central School District  
 Buffalo City School District

**HIGH NEED DISTRICTS****Identified by NYSED *Need/Resource Capacity (N/RC) Category Codes*****(From New York State Education Department's Report to the Governor and Legislature,  
July 2004)**

Camden Central School District  
 Campbell-Savona Central School District  
 Canajoharie Central School District  
 Candor Central School District  
 Canisteo Central School District  
 Canton Central School District  
 Carthage Central School District  
 Cassadaga Valley Central School District  
 Cattaraugus-Little Valley Central School District  
 Central Islip Union Free School District  
 Charlotte Valley Central School District  
 Chateaugay Central School District  
 Cherry Valley-Springfield Central School District  
 Cincinnatus Central School District  
 Clifton-Fine Central School District  
 Clymer Central School District  
 Cohoes City School District  
 Copenhagen Central School District  
 Cortland City School District  
 Crown Point Central School District  
 Cuba-Rushford Central School District  
 De Ruyter Central School District  
 Deposit Central School District  
 DISTRICT\_NAME  
 Dolgeville Central School District  
 Dundee Central School District  
 Dunkirk City School District  
 East Ramapo Central School District (Spring Valley)  
 Edmeston Central School District  
 Edwards-Knox Central School District  
 Ellenville Central School District  
 Elmira City School District  
 Fallsburg Central School District  
 Fillmore Central School District  
 Forestville Central School District  
 Fort Edward Union Free School District  
 Fort Plain Central School District  
 Franklin Central School District  
 Franklinville Central School District  
 Freeport Union Free School District  
 Friendship Central School District  
 Fulton City School District  
 Genesee Valley Central School District At Angelica-Belmont  
 Geneva City School District  
 Georgetown-South Otselic Central School District  
 Gilbertsville-Mount Upton Central School District  
 Gilboa-Conesville Central School District

**HIGH NEED DISTRICTS****Identified by NYSED *Need/Resource Capacity (N/RC) Category Codes***

**(From New York State Education Department's Report to the Governor and Legislature,  
July 2004)**

Glens Falls Common School District  
 Gloversville City School District  
 Gouverneur Central School District  
 Gowanda Central School District  
 Greenwood Central School District  
 Groton Central School District  
 Hadley-Luzerne Central School District  
 Hammond Central School District  
 Hancock Central School District  
 Hannibal Central School District  
 Harpursville Central School District  
 Harrisville Central School District  
 Hempstead Union Free School District  
 Herkimer Central School District  
 Hermon-Dekalb Central School District  
 Heuvelton Central School District  
 Hinsdale Central School District  
 Hornell City School District  
 Hudson City School District  
 Hudson Falls Central School District  
 Ilion Central School District  
 Indian River Central School District  
 Jamestown City School District  
 Jasper-Troupsburg Central School District  
 Jefferson Central School District  
 Johnson City Central School District  
 Johnstown City School District  
 La Fargeville Central School District  
 Lackawanna City School District  
 Lansingburgh Central School District  
 Laurens Central School District  
 Liberty Central School District  
 Lisbon Central School District  
 Little Falls City School District  
 Livingston Manor Central School District  
 Lockport City School District  
 Lowville Academy & Central School District  
 Lyons Central School District  
 Madrid-Waddington Central School District  
 Malone Central School District  
 Manhattan 1  
 Manhattan 2  
 Manhattan 3  
 Manhattan 4  
 Manhattan 5  
 Manhattan 6  
 Manhattan ACAD/VOC HS'S

**HIGH NEED DISTRICTS****Identified by NYSED *Need/Resource Capacity (N/RC) Category Codes***

**(From New York State Education Department's Report to the Governor and Legislature,  
July 2004)**

Marathon Central School District  
 Margaretville Central School District  
 Massena Central School District  
 Medina Central School District  
 Middleburgh Central School District  
 Middletown City School District  
 Milford Central School District  
 Mohawk Central School District  
 Monticello Central School District  
 Moriah Central School District  
 Morris Central School District  
 Morristown Central School District  
 Mount Morris Central School District  
 Mount Vernon City School District  
 New York  
 Newark Valley Central School District  
 Newburgh City School District  
 Newfield Central School District  
 Niagara Falls City School District  
 North Rose-Wolcott Central School District  
 Northern Adirondack Central School District  
 Norwich City School District  
 Norwood-Norfolk Central School District  
 Odessa-Montour Central School District  
 Ogdensburg City School District  
 Olean City School District  
 Oppenheim-Ephratah Central School District  
 Otego-Unadilla Central School District  
 Oxford Academy And Central School District  
 Parishville-Hopkinton Central School District  
 Peekskill City School District  
 Pine Valley Central School District (South Dayton)  
 Plattsburgh City School District  
 Poland Central School District  
 Port Byron Central School District  
 Port Jervis City School District  
 Poughkeepsie City School District  
 Prattsburgh Central School District  
 Pulaski Central School District  
 Queens 24  
 Queens 25  
 Queens 26  
 Queens 27  
 Queens 28  
 Queens 29  
 Queens 30  
 Queens ACAD/VOC HS`S

**HIGH NEED DISTRICTS****Identified by NYSED *Need/Resource Capacity (N/RC) Category Codes***

**(From New York State Education Department's Report to the Governor and Legislature,  
July 2004)**

Randolph Central School District  
 Red Creek Central School District  
 Remsen Central School District  
 Rensselaer City School District  
 Richfield Springs Central School District  
 Richmond 31  
 Richmond ACAD/VOC HS`S  
 Ripley Central School District  
 Rochester City School District  
 Rome City School District  
 Roosevelt Union Free School District  
 Saint Johnsville Central School District  
 Saint Regis Falls Central School District  
 Salamanca City School District  
 Salmon River Central School District  
 Sandy Creek Central School District  
 Schenectady City School District  
 Schenevus Central School District  
 Scio Central School District  
 Sharon Springs Central School District  
 Sherburne-Earlville Central School District  
 Sherman Central School District  
 Sidney Central School District  
 Silver Creek Central School District  
 Sodus Central School District  
 South Kortright Central School District  
 South Lewis Central School District  
 South Seneca Central School District  
 Spencer-Van Etten Central School District  
 Stamford Central School District  
 Stockbridge Valley Central School District  
 Syracuse City School District  
 Ticonderoga Central School District  
 Tioga Central School District  
 Troy City School District  
 Unadilla Valley Central School District  
 Utica City School District  
 Van Hornesville-Owen D. Young Central School District  
 Walton Central School District  
 Warrensburg Central School District  
 Waterloo Central School District  
 Watertown City School District  
 Watervliet City School District  
 Waverly Central School District  
 Wellsville Central School District  
 West Canada Valley Central School District  
 West Valley Central School District

**HIGH NEED DISTRICTS****Identified by NYSED *Need/Resource Capacity (N/RC) Category Codes***

**(From New York State Education Department's Report to the Governor and Legislature, July 2004)**

Westbury Union Free School District  
 Westfield Central School District  
 Wheelerville Union Free School District  
 Whitehall Central School District  
 Whitesville Central School District  
 Whitney Point Central School District  
 William Floyd Union Free School District  
 Worcester Central School District  
 Wyandanch Union Free School District  
 Yonkers City School District  
 Yorkshire-Pioneer Central School District

**Need/Resource Capacity (N/RC) Category Code:** A code indicating to which of six Need/Resource Capacity Categories a district belongs. Districts are placed in an N/RC category based on their N/RC Index. The N/RC Index is a measure of a district's ability to meet the needs of its students with local resources. This measure is calculated by dividing a district's estimated poverty percentage by its Combined Wealth Ratio. Additional information can be found in *Part IV* of the *Statewide Profile of the Educational System*.

The Need/Resource Capacity Categories are:

1. *New York City* Public Schools;
2. *Large City Districts* – Buffalo, Rochester, Syracuse, and Yonkers;
3. *High Need Urban-Suburban* Districts;
4. *High Need Rural* Districts;
5. *Average Need* Districts; and
6. *Low Need* Districts.

**Combined Wealth Ratio:** The Combined Wealth Ratio (CWR) compares district wealth to the State average wealth, which is defined as 1.0. A district with a CWR of less than 1.0 has wealth below the State average. Conversely, a district with a CWR of more than 1.0 has wealth above the State average. The CWR is calculated as follows: (0.5 multiplied by the Pupil Wealth Ratio) + (0.5 multiplied by the Alternate Pupil Wealth Ratio). The Pupil Wealth Ratio is equal to the actual value of property in 1998 divided by a weighted pupil count. The Alternate Pupil Wealth Ratio is equal to the 1998 Adjusted Gross Income of a district divided by a weighted pupil count. The weighted pupil count is based on the adjusted average daily attendance of K–12 students resident in the district plus weightings for students with special educational needs, students with disabilities, and secondary school students; half-day kindergarten students are weighted at 0.5. The CWR is not used in determining State aid for districts with fewer than eight teachers and is not calculated for these districts. Source: Fifteenth Annual School District Fiscal Profile database. Additional information can be found in *Part IV, Section 3* of the *Statewide Profile of the Educational System*.



**HIGH NEED DISTRICTS**

**Identified by NYSED *Need/Resource Capacity (N/RC) Category Codes***

**(From New York State Education Department's Report to the Governor and Legislature,  
July 2004)**

**Census Poverty Index:** The number of children 5 to 17 years of age in families below the poverty level, as determined by the 2000 federal census, divided by the total number of children within the district boundaries who are 5 to 17 years of age. Additional information can be found in *Part IV, Section 2* of the *Statewide Profile of the Educational System*.

# Recommendations for Preventive Pediatric Health Care (RE9535)

## Committee on Practice and Ambulatory Medicine

Each child and family is unique; therefore, these **Recommendations for Preventive Pediatric Health Care** are designed for the care of children who are receiving competent parenting, have no manifestations of any important health problems, and are growing and developing in satisfactory fashion. **Additional visits may become necessary** if circumstances suggest variations from normal.

These guidelines represent a consensus by the Committee on Practice and Ambulatory Medicine in consultation with national committees and sections of the American Academy of Pediatrics. The Committee emphasizes the great importance of **continuity of care** in comprehensive health supervision and the need to avoid **fragmentation of care**.

	INFANCY*										EARLY CHILDHOOD*							MIDDLE CHILDHOOD*							ADOLESCENCE*						
	PRENATAL <sup>1</sup>	NEWBORN <sup>2</sup>	2-4d <sup>3</sup>	By 1mo	2mo	4mo	6mo	9mo	12mo	15mo	18mo	24mo	3y	4y	5y	6y	8y	10y	11y	12y	13y	14y	15y	16y	17y	18y	19y	20y	21y		
<b>HISTORY</b> Initial/Interval	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
<b>MEASUREMENTS</b> Height and Weight Head Circumference Blood Pressure	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
<b>SENSORY SCREENING</b> Vision Hearing	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
<b>DEVELOPMENTAL/ BEHAVIORAL ASSESSMENT<sup>8</sup></b>	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
<b>PHYSICAL EXAMINATION<sup>9</sup></b>	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
<b>PROCEDURES-GENERAL<sup>10</sup></b> Hereditary/Metabolic Screening <sup>11</sup> Immunization <sup>12</sup> Hematocrit or Hemoglobin <sup>13</sup> Urinalysis	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
<b>PROCEDURES-PATIENTS AT RISK</b> Lead Screening <sup>16</sup> Tuberculin Test <sup>17</sup> Cholesterol Screening <sup>18</sup> STD Screening <sup>19</sup> Pelvic Exam <sup>20</sup>	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
<b>ANTICIPATORY GUIDANCE<sup>21</sup></b> Injury Prevention <sup>22</sup> Violence Prevention <sup>23</sup> Sleep Positioning Counseling <sup>24</sup> Nutrition Counseling <sup>25</sup>	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
<b>DENTAL REFERRAL<sup>26</sup></b>	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		

1. A prenatal visit is recommended for parents who are at high risk, for first-time parents, and for those who request a conference. The prenatal visit should include anticipatory guidance, pertinent medical history, and a discussion of benefits of breastfeeding and planned method of feeding per AAP statement "The Prenatal Visit" (1996).
2. Every infant should have a newborn evaluation after birth. Breastfeeding should be encouraged and instruction and support offered. Every breastfeeding infant should have an evaluation 48-72 hours after discharge from the hospital to include weight, formal breastfeeding evaluation, encouragement, and instruction as recommended in the AAP statement "Breastfeeding and the Use of Human Milk" (1997).
3. For newborns discharged in less than 48 hours after delivery per AAP statement "Hospital Stay for Healthy Term Newborns" (1995).
4. Developmental, psychosocial, and chronic disease issues for children and adolescents may require frequent counseling and treatment visits separate from preventive care visits.
5. If a child comes under care for the first time at any point on the schedule, or if any items are not accomplished at the suggested age, the schedule should be brought up to date at the earliest possible time.
6. If the patient is uncooperative, rescreen within 6 months.
7. All newborns should be screened per the AAP Task Force on Newborn and Infant Hearing statement, "Newborn and Infant Hearing Loss: Detection and Intervention" (1999).
8. By history and appropriate physical examination: if suspicious, by specific objective developmental testing. Parenting skills should be fostered at every visit.
9. At each visit, a complete physical examination is essential, with infant totally unclothed, older child undressed and suitably draped.
10. These may be modified, depending upon entry point into schedule and individual need.
11. Metabolic screening (eg, thyroid, hemoglobinopathies, PKU, galactosemia) should be done according to state law.
12. Schedule(s) per the Committee on Infectious Diseases, published annually in the January edition of *Pediatrics*. Every visit should be an opportunity to update and complete a child's immunizations.
13. See AAP *Pediatric Nutrition Handbook* (1998) for a discussion of universal and selective screening options. Consider earlier screening for high-risk infants (eg, premature infants and low birth weight infants). See also "Recommendations to Prevent and Control Iron Deficiency in the United States. *MMWR*, 1998;47(RR-3):1-29.
14. All menstruating adolescents should be screened annually.
15. Conduct dipstick urinalysis for leukocytes annually for sexually active male and female adolescents.
16. For children at risk of lead exposure consult the AAP statement "Screening for Elevated Blood Levels" (1998). Additionally, screening should be done in accordance with state law where applicable.
17. TB testing per recommendations of the Committee on Infectious Diseases, published in the current edition of *Red Book: Report of the Committee on Infectious Diseases*. Testing should be done upon recognition of high-risk factors.
18. Cholesterol screening for high-risk patients per AAP statement "Cholesterol in Childhood" (1998). If family history cannot be ascertained and other risk factors are present, screening should be at the discretion of the physician.
19. All sexually active patients should be screened for sexually transmitted diseases (STDs).
20. All sexually active females should have a pelvic examination. A pelvic examination and routine pap smear should be offered as part of preventive health maintenance between the ages of 18 and 21 years.
21. Age-appropriate discussion and counseling should be an integral part of each visit for care per the AAP *Guidelines for Health Supervision III* (1998).
22. From birth to age 12, refer to the AAP injury prevention program (TIPP<sup>®</sup>) as described in *A Guide to Safety Counseling in Office Practice* (1994).
23. Violence prevention and management for all patients per AAP Statement "The Role of the Pediatrician in Youth Violence Prevention in Clinical Practice and at the Community Level" (1999).
24. Parents and caregivers should be advised to place healthy infants on their backs when putting them to sleep. Side positioning is a reasonable alternative but carries a slightly higher risk of SIDS. Consult the AAP statement "Positioning and Sudden Infant Death Syndrome (SIDS): Update" (1996).
25. Age-appropriate nutrition counseling should be an integral part of each visit per the AAP *Handbook of Nutrition* (1998).
26. Earlier initial dental examinations may be appropriate for some children. Subsequent examinations as prescribed by dentist.

**Key:** ● = to be performed  
 ★ = to be performed for patients at risk  
 S = subjective, by history  
 O = objective, by a standard testing method  
 ← = the range during which a service may be provided, with the dot indicating the preferred age.

NB: Special chemical, immunologic, and endocrine testing is usually carried out upon specific indications. Testing other than newborn (eg, inborn errors of metabolism, sickle disease, etc) is discretionary with the physician. The recommendations in this statement do not indicate an exclusive course of treatment or standard of medical care. Variations, taking into account individual circumstances, may be appropriate. Copyright ©1999 by the American Academy of Pediatrics. No part of this statement may be reproduced in any form or by any means without prior written permission from the American Academy of Pediatrics except for one copy for personal use.

## American Academy of Pediatrics

**ATTACHMENT 5**

**LETTER OF INTENT  
TO APPLY FOR THE SCHOOL-BASED HEALTH CENTER REQUEST FOR  
APPLICATIONS**

Submit on Agency Letterhead

Date:

Annette Johnson, Director  
School Health Unit  
Bureau of Child and Adolescent Health  
New York State Department of Health  
Room 208, Corning Tower, Empire State Plaza  
Albany, New York 12237-0618

Re: SBHC RFA #0510201200

Dear Ms. Johnson:

\_\_\_\_\_ intends to submit an application in response to the  
(enter name of Article 28 facility)  
School-Based Health Center Request for Applications (RFA), RFA # 0510201200. The  
contact person for this RFA application is:

\_\_\_\_\_  
(name of contact person)

\_\_\_\_\_  
(address of contact person)

\_\_\_\_\_  
(phone number of contact person)

Sincerely,

(enter name and title of sender)

**ATTACHMENT 6**

**LETTER TO REQUEST RESPONSES TO WRITTEN QUESTIONS**

Submit on Agency Letterhead

Date

Annette Johnson, Director  
School Health Program  
New York State Department of Health  
Bureau of Child and Adolescent Health  
Room 208, Corning Tower Building, Empire State Plaza  
Albany, New York 12237-0618

RE: SBHC RFA #0510201200

Dear Ms. Johnson:

This letter is to request that our organization automatically receives the “Question and Answers” document the New York State Department of Health prepares in response to written questions submitted by prospective applicants for the School-Based Health Center (SBHC) Request for Applications (RFA). We understand that in order to automatically receive the “Question and Answers” document and any updates or modifications to the SBHC RFA, this letter must be submitted to Annette Johnson at the address above and received no later than 5 p.m. on April 5, 2006.

The written responses should be submitted to:

Agency contact:

Agency address:

Sincerely,

(enter name and title of sender)

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

**ATTACHMENT 7**

FEIN #

<b>1. VENDOR IS:</b> <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
<b>2. VENDOR'S LEGAL BUSINESS NAME</b>		<b>3. IDENTIFICATION NUMBERS</b>	
		a) FEIN #	
		b) DUNS #	
<b>4. D/B/A – Doing Business As (if applicable) &amp; COUNTY FILED:</b>		<b>5. WEBSITE ADDRESS (if applicable)</b>	
<b>6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</b>		<b>7. TELEPHONE NUMBER</b>	<b>8. FAX NUMBER</b>
<b>9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE</b> , if different from above		<b>10. TELEPHONE NUMBER</b>	<b>11. FAX NUMBER</b>
<b>12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS:</b>  <input type="checkbox"/> Owned <input type="checkbox"/> Rented  If rented, please provide landlord's name, address, and telephone number below:		<b>13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b>	
		Name Title Telephone Number Fax Number e-mail	
<b>14. VENDOR'S BUSINESS ENTITY IS</b> (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.			
<b>15. PRIMARY BUSINESS ACTIVITY</b> - (Please identify the primary business categories, products or services provided by your business)			
<b>16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:</b>			
<b>17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR</b> (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

**STATE OF NEW YORK**                      **ATTACHMENT 7**  
**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.**

<b>18.</b> 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)? <i>Please provide a copy of any of the above certifications that apply.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>19.</b> 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
<b>20.</b> 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:  <b>a)</b> 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>  <b>b)</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>  <b>c)</b> 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>  <b>d)</b> 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  <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No

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

**ATTACHMENT 7**

FEIN #

<b>21.</b>	<p>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), affiliate<sup>1</sup> or any person involved in the bidding or contracting process:</p>	
<b>a)</b>	<p>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"/> No
<b>b)</b>	<p>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"/> No
<b>c)</b>	<p>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 &amp; 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>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

**ATTACHMENT 7**

FEIN #

<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>	
<p><b>22.</b> In the past three (3) years, has the vendor or its affiliates<sup>1</sup> 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
<p><b>23.</b> Has the vendor (for profit and not-for profit corporations) or its affiliates<sup>1</sup>, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>24.</b> Is the vendor exempt from income taxes under the Internal Revenue Code? <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>25.</b> During the past three (3) years, has the vendor failed to:</p> <p style="margin-left: 20px;"><b>a)</b> file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p style="margin-left: 20px;"><b>b)</b> file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No          <input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>26.</b> Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates<sup>1</sup> within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No



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

**ATTACHMENT 7**

FEIN #

<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>29. In the past five (5) years, has the vendor or any affiliates<sup>1</sup>:</p> <ul style="list-style-type: none"><li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li><li>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or</li><li>c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</li></ul> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT 7

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

# GRANT CONTRACT

STATE AGENCY (Name and Address):	.	NYS COMPTROLLER'S NUMBER: _____
	.	
	.	ORIGINATING AGENCY CODE:
	.	_____
CONTRACTOR (Name and Address):	.	TYPE OF PROGRAM(S)
	.	
	.	
FEDERAL TAX IDENTIFICATION NUMBER:	.	INITIAL CONTRACT PERIOD
	.	FROM:
MUNICIPALITY NO. (if applicable):	..	TO:
	.	
CHARITIES REGISTRATION NUMBER:	.	FUNDING AMOUNT FOR INITIAL PERIOD:
____ - ____ - ____ or ( ) EXEMPT:	.	
(If EXEMPT, indicate basis for exemption):	.	
	.	_____
	.	MULTI-YEAR TERM (if applicable):
	.	FROM:
CONTRACTOR HAS( ) HAS NOT( ) TIMELY	.	TO:
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

<u> X </u>	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
<u> X </u>	APPENDIX A-1	Agency-Specific Clauses (Rev 01/05)
<u> X </u>	APPENDIX B	Budget
<u> X </u>	APPENDIX C	Payment and Reporting Schedule
<u> X </u>	APPENDIX D	Program Workplan
<u> X </u>	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

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

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

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

Contract No. \_\_\_\_\_

STATE AGENCY

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

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

(Print Name)

(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 \_\_\_\_\_ 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NEW YORK STATE DEPARTMENT OF HEALTH

WAIVER OF INTEREST PAYMENTS

If the prompt contracting time frames for processing a contract are met and the New York State Department of Health is liable for interest due to a retroactive start date, the New York State Department of Health and , a Not-For-Profit organization, mutually agree to waive any interest owed.

Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

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, licensor, 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 \$15,000 (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 \$30,000 (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. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (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 warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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, AESOB, 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.

**13. 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.

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

**15. 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.

**16. 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.

**17. 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.

**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.

**19. 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 -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220

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  
<http://www.empire.state.ny.us>

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.

**21. 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.

**22. 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 01/05)

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.
    - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
    - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
  - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
    - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
    - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
    - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
  5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
    - a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively 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 and 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. 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, Bureau of Child & Adolescent 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.

**SUMMARY BUDGET-ALL SITES**

Contractor: \_\_\_\_\_

Contract No.: \_\_\_\_\_

**Appendix B  
Table A  
SCHOOL HEALTH  
OPERATING BUDGET AND FUNDING REQUEST  
CONTRACT PERIOD: July 1, 2006 - June 30, 2007**

	Total Expense	Amount Requested From NYS	3rd Party	Other Source	Specify Other Source
<b>Subtotal Personal Services</b> (Totals only from Table A-1)					<b>See Table A-1</b>
<b>Subtotal Nonpersonal Services</b> (Totals only from Table A-2)					<b>See Table A-2</b>
<b>GRAND TOTAL</b>					



**SUMMARY BUDGET-ALL SITES**

Contractor: \_\_\_\_\_

Contract No.: \_\_\_\_\_

**Appendix B  
Table A-2  
SCHOOL HEALTH  
OPERATING BUDGET AND FUNDING REQUEST  
CONTRACT PERIOD: July 1, 2006 - June 30, 2007**

**NONPERSONAL SERVICES**

	Total Expense	Amount Requested From NYS	3rd Party	Other Source	Specify Other Source
(List Budgeted Expenses)					
<b>Subtotal Nonpersonal Services</b>					



APPENDIX B  
Table B

Contractor:  
Contract No:  
Contract Period:

Projected Utilization of School Health Services

Medicaid Rate Codes:		Type of Encounter	# of Projected Total Visits*	# of Projected Fee for Service Medicaid Visits**	# of Projected Managed Care Medicaid Visits**
Hospital	D&TC				
2888	1627	Comprehensive Service: New Patient			
2888	1627	Comprehensive Service: Established Patient			
2889	1628	Limited Service: New Patient			
2889	1628	Limited Service: Established Patient			
2889	1628	Counseling			
XXXX	XXXX	Minor Complaints			

\* Enter TOTAL estimated visits regardless of how funded/billed.

\*\* Enter, by encounter type, into the corresponding "Number of Visits" column on Table C (Summary of Projected Income for School Health Services).

Definitions

Comprehensive Service: Initial history and physical on new patient; yearly physical on established patient; gynecological exam; or other visit provided by a midlevel practitioner or physician lasting 30 minutes or more. (Medicaid reimbursable at facility rate.)

Limited Service : Acute care visit, care for accidents or injuries; laboratory tests; immunizations only; or other visit provided by a midlevel practitioner or physician lasting less than 30 minutes. (Medicaid reimbursable at facility rate.)

Counseling: Family or individual counseling session. (Check with Article 28 regulations for appropriate mental health billing.)

Minor Complaints: Care for bumps, bruises, bites, stomach aches etc., i.e. care for minor symptoms and first aid that is provided by staff OTHER than nurse practitioners, physician assistants, physicians, mental health counselors or nutritionists. (Not Medicaid reimbursable.)

**APPENDIX B**

**TABLE C**

**ALL SITES**

Contractor:  
 Contract No.:  
 Contract Period:

**Summary of Projected Income for School Health Services**

**I. Explanation of Third Party Revenue**

	(1) # of Visits from Table B*	(2) Reimbursement Rate per Visit	(3) Total Revenue (1x2)	(4) Estimated Amount Uncollectible	Revenue Generated ** (3-4)
<b>MEDICAID FEE FOR SERVICE</b>					
Comprehensive Service*		\$	\$	\$	\$
Limited Service*		\$	\$	\$	\$
Counseling		\$	\$	\$	\$
<b>MEDICAID MANAGED CARE</b>					
Comprehensive Service*		\$	\$	\$	\$
Limited Service*		\$	\$	\$	\$
Counseling		\$	\$	\$	\$
<b>OTHER INSURANCE</b>					
Comprehensive Service*		\$	\$	\$	\$
Limited Service*		\$	\$	\$	\$
Counseling		\$	\$	\$	\$
<b>GRAND TOTAL</b>		XXXXXXXXXX XXXXXXXXXX	\$	\$	\$

\*Combine both new and established patient visits from Table B into the comprehensive and limited service categories.

\*\* Distribute Total Revenue Generated (black box) in the Third Party columns of budget Tables A, A-1 & A-2.

**II. List purpose, source and amount of additional grants, contributions, and other sources of income for School Health Services (use additional sheets as necessary):**

## **APPENDIX C**

### **School Health Program**

#### **PAYMENT AND REPORTING SCHEDULE**

### **I. 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 **25** 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:

- 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
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that the 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 **30** calendar days, excluding legal holidays, after the later of either:

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

provided, however, that a 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 canceled.

- 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 end of year report** must be submitted by the CONTRACTOR no later than **60** days after the end date 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 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 **Division of Family Health Fiscal Unit, NYS Department of Health, Corning Tower ESP, Room 878, Albany, NY 12237.**

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than **30** 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 disbursements by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual disbursements. All contract advances in excess of actual disbursements will be recouped by the STATE prior to the end of the applicable budget period.

## **II. Progress and Final Reports**

### **A. Financial Records**

The CONTRACTOR will maintain financial records, as required by the STATE, in such manner as to allow the identification of expenditure and revenue data associated with the services provided as part of this AGREEMENT.

### **B. Quarterly Expenditure Report**

The CONTRACTOR will submit, on a quarterly basis, not later than **30** days after the end date for which reimbursement is being claimed, a detailed Budget Statement and Report of Expenditures (BSROE), by object of expense. This report will accompany the voucher submitted for such period.

**Quarterly vouchers will not be processed until receipt of a quarterly report for the period for which reimbursement is being claimed.**

### **C. Quarterly Report**

The CONTRACTOR will submit, on a quarterly basis, not later than **30** days from the end of the quarter, a detailed report analyzing the qualitative and quantitative aspects of the Workplan on forms designated by the STATE.

**D. Final Reports**

The CONTRACTOR will submit a final **End of Year Report** no later than **60** days after the end date of this AGREEMENT, 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.

The CONTRACTOR will submit a final **End of Year Summary of Expenses and Revenue report** on forms specified by the STATE no later than **60** days after the end date of this AGREEMENT.

**Failure to submit these final reports will result in the non-payment of subsequent voucher claims until the reports are received.**

**E. Annual Equipment Inventory Report**

All equipment the cost of which is reimbursed under this AGREEMENT 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 purchased with state funds. All such equipment shall be identified in a suitable manner. An annual inventory of such equipment shall be submitted to such Program Director by the CONTRACTOR and is to be inclusive of all such equipment received during the contract year, within **60** days after the completion of the services to be performed under this AGREEMENT. Disposition of the inventoried property will be made in accordance with applicable provisions of law. **Equipment may not be purchased with state funds in the last year of the five-year grant term. Failure to submit an annual equipment inventory report will result in the non-payment of subsequent voucher claims until the report is received.**

**APPENDIX D**  
**WORKPLAN**  
July 1, 2006 - June 30, 2007

Contractor: \_\_\_\_\_  
Contract No.: \_\_\_\_\_  
SBHC Site: \_\_\_\_\_

<b>OBJECTIVES</b>	<b>SPECIFIC ACTIVITIES</b>	<b>TIME FRAME</b>	<b>PERSON(S) RESPONSIBLE</b>	<b>EVALUATION MEASURES</b>	<b>OUTCOMES</b>

Continue with additional objectives if necessary on Workplan Continuation form.

**APPENDIX D**  
**WORKPLAN Continuation**  
July 1, 2006 - June 30, 2007

Contractor: \_\_\_\_\_  
Contract No.: \_\_\_\_\_  
SBHC Site: \_\_\_\_\_

<b>OBJECTIVES</b>	<b>SPECIFIC ACTIVITIES</b>	<b>TIME FRAME</b>	<b>PERSON(S) RESPONSIBLE</b>	<b>EVALUATION MEASURES</b>	<b>OUTCOMES</b>

Contractor: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

**APPENDIX D**  
**Table D**  
**SITE SPECIFIC INFORMATION**  
 Please complete one form per school

**School Site:** \_\_\_\_\_  
 Address: \_\_\_\_\_

**SBHC Summer Program:**  
 \_\_\_\_\_ Yes  
 \_\_\_\_\_ No

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Total School Population:** \_\_\_\_\_  
**Total Students Enrolled in SBHC:** \_\_\_\_\_

**Socio-economic Status:** \_\_\_\_\_  
 % free/reduced lunch \_\_\_\_\_

**Insurance Status Estimates:**

% fee-for-service Medicaid: \_\_\_\_\_  
 % Medicaid Managed Care: \_\_\_\_\_  
 % Other 3rd party fee-for-service: \_\_\_\_\_  
 % Other 3rd party Managed Care: \_\_\_\_\_  
 % Uninsured: \_\_\_\_\_

**Ethnic/Racial Breakdown (% of school population):**

Asian: \_\_\_\_\_ White, non-Hispanic, non-Asian: \_\_\_\_\_  
 Black: \_\_\_\_\_ Bi-racial: \_\_\_\_\_  
 Hispanic: \_\_\_\_\_ Other: \_\_\_\_\_  
 Unknown: \_\_\_\_\_  
 Native American: \_\_\_\_\_

**Services:** Check the appropriate box to indicate where the following services will be provided:

	<b>On-Site</b>	<b>By Referral</b>
Enrollment, Parental Consent & Outreach		
Comprehensive Health Assessments (Physical/Mental)		
Diagnosis & Treatment for Minor & Acute Pains		
Routine Management of Chronic Conditions		
Prescriptions for Minor & Acute Problems & Acute Conditions		
Laboratory Testing		
Reproductive Health Care		
Health Education/Promotion		
Mental Health and Crisis Intervention		
Social Services		
Dental Care: Preventative Services		
Dental Care: Treatment Services		
Nutrition Services		
Specialty Care (Specify):		
Other:		

**STAFFING PATTERN BY NUMBER OF HOURS WORKED PER DAY**

DIRECT SERVICE STAFF	# FTEs	Monday		Tuesday		Wednesday		Thursday		Friday	
		Hours per Day		Hours per Day		Hours per Day		Hours per Day		Hours per Day	
		on-site	off-site	on-site	off-site	on-site	off-site	on-site	off-site	on-site	off-site
Physician											
NP/PA											
Health Aide											
Mental Health Provider											
Mental Health Supervisor											
_____											
<b>Other (list):</b>											
ol Nurse											
Nutritionist											
Health Educator											
_____											
_____											

Total FTEs= \_\_\_\_\_

1 FTE= \_\_\_\_\_ hours per week



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 . STATE AGENCY SIGNATURE

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

\_\_\_\_\_  
Printed Name . Printed 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 \_\_\_\_\_ 20\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NEW YORK STATE DEPARTMENT OF HEALTH  
SCHOOL HEALTH PROGRAM  
GRANT APPLICATION COVER PAGE  
June 2006

APPLICANT INFORMATION

Applicant: \_\_\_\_\_

Check one:  Hospital  D&TC

Check one:  Profit  Not-for-profit

Federal Employers ID #: \_\_\_\_\_ Charities ID #: \_\_\_\_\_

Article 28 Operating Certificate #: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

County: \_\_\_\_\_

Name of Contact Person for this RFA: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Enter the total grant funds requested in this application and the total SBHC operating budget:

Total  
Operating Budget  
\$

Total  
Funds Requested  
\$

Number of Sites: \_\_\_\_\_

Please list sites on next page (Attachment 10).

**SUMMARY of each SBHC site included in this Application  
(use additional pages of form as needed)**

**Check one**

School Name & Address	School's BEDS* School Code	County	School District (NYC –include Region and District)	Free and Reduced Lunch (FRL) % for School	School Population	SBHC Enrollment (actual or projected)	% of School Population Enrolled in SBHC	Mental Health Services on- site	Mental Health Services By Referral	Site Total Operating Budget (all sources)
1.								<input type="checkbox"/>	<input type="checkbox"/>	
2.								<input type="checkbox"/>	<input type="checkbox"/>	
3.								<input type="checkbox"/>	<input type="checkbox"/>	
4.								<input type="checkbox"/>	<input type="checkbox"/>	
5.								<input type="checkbox"/>	<input type="checkbox"/>	
6.								<input type="checkbox"/>	<input type="checkbox"/>	
7.								<input type="checkbox"/>	<input type="checkbox"/>	

\*BEDS (Basic Educational Data System) School Code – Unique, twelve-digit number assigned to a school by the State Education Department

## STATEMENT OF ASSURANCES

**To be eligible for approval to operate a school-based health center (SBHC), the Chief Executive Officer, or designee, of the applicant organization must attest to compliance with all the statements below. An original signature in ink must appear at the bottom of the page.**

- SBHCs must be operated in accordance with the **Principles and Guidelines for School Based Health Centers in New York State (Principles and Guidelines)**.
- There will be a designated individual who will be responsible for overall SBHC program administration, operation and oversight. This individual will be e-mail accessible and attend SBHC Provider Meetings along with other appropriate staff.
- Services as specified in Table D, Site-Specific Information, will be performed for the specified approved SBHC in the location designated.
- Any changes in services, the designated contact person, staffing levels, space, school location or population, or SBHC sites will **be reported immediately in writing** to the New York State Department of Health, School Health Program. All applicable New York Code of Rules and Regulations, Title 10, Health, pertaining to Article 28 extension clinics, must be adhered to in making changes.
- In accordance with Section 703.6 of New York Code of Rules and Regulations, Title 10, Health, the Article 28 must give written notice to the NYS Department of Health, including an acceptable closure plan, prior to discontinuing the operation of a SBHC.
- Professional and legal standards of client confidentiality will be strictly maintained per NYS Public Health Law in accordance with HIPPA requirements.
- SBHC services will be provided to students with **no out-of-pocket expenses** to students or their families, **but third party reimbursement must be sought**. Assistance with eligibility determination and enrollment in Child Health Plus, Medicaid or other health insurance coverage will be provided for those students with no health care coverage. **All revenues generated** by the SBHC for eligible services **must be returned** to the SBHC program to support the direct operations of the SBHC(s).
- All data for the services provided in the SBHC(s) will be collected, using a management information system. Software, such as “Clinical Fusion” or a system that can provide similar data should be used and the data forwarded to the School Health Program for analysis.
- Quarterly reports must be submitted to the New York State Department of Health within **30 days** of the completion of the quarter and an annual project report submitted within **60 days** of the completion of the contract year. The SBHC program is required to collect information on the total number of visits for these reports, and must attest to the accuracy of the number of visits reported annually.
- The New York State Department of Health will be given access to conduct monitoring and technical assistance site visits as deemed necessary.

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

**CEO/Designee**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

### **Instructions for Completing the School-Based Health Center Program Workplan**

Complete the Workplan Form (pages 2 and 3 of Attachment 12) for the School-Based Health Center (SBHC) program you outlined in this application. For activities described, include a goal statement, and objective and tasks to be accomplished. Objectives should be consistent with New York State's goal for SBHCs, which is to provide accessible, quality healthcare to high-need populations. Objectives should be measurable with timeframes for implementation and completion specified.

Include process and outcome objectives. Process objectives should provide specific information as to how goals will be accomplished. Outcome objectives should indicate the expected impact of the services on clients. List the specific methods of evaluation to be used to assess the quality and effectiveness of the programs and outline the expected outcomes.

In addition, all objectives (both process and outcome) must be written as **SMART** objectives:

**S**pecific: concrete, use action verbs;

**M**easurable: numeric or descriptive;

**A**ttainable: feasible, appropriately limited in scope;

**R**esults-focused: measurable outputs or results (not activities), includes products, accomplishments; and

**T**imely: identifies target date, includes interim steps and a plan to monitor progress.

Workplan columns one through six must be completed for each objective.

**SBHC PROGRAM WORKPLAN**

July 1, 200\_\_ - June 30, 200\_\_

Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GOAL:** \_\_\_\_\_

<b>Column 1 OBJECTIVES</b>	<b>Column 2 SPECIFIC ACTIVITIES</b>	<b>Column 3 TIME FRAME</b>	<b>Column 4 PERSON(S) RESPONSIBLE</b>	<b>Column 5 EVALUATION MEASURES</b>	<b>Column 6 EXPECTED OUTCOMES</b>

Provider: \_\_\_\_\_  
\_\_\_\_\_

**SBHC PROGRAM WORKPLAN**  
July 1, 200\_\_ - June 30, 200\_\_

**GOAL:** \_\_\_\_\_

<b>Column 1 OBJECTIVES</b>	<b>Column 2 SPECIFIC ACTIVITIES</b>	<b>Column 3 TIME FRAME</b>	<b>Column 4 PERSON(S) RESPONSIBLE</b>	<b>Column 5 EVALUATION MEASURES</b>	<b>Column 6 OUTCOMES</b>

**General Instructions for SBHC Grant Application Budgets,  
Budget Justifications, and Tables**

**SPONSOR (Article 28) SUMMARY BUDGET AND FUNDING REQUEST FORMS**

The Summary Budget should represent the full cost of operating the site(s) for which the Sponsor is requesting funding in this application, plus the Sponsor's administrative and support costs related to operating their SBHC Program. Include the costs for program activities, and fiscal and administrative support and oversight. Please provide all information requested on the Budget forms, pages 1 through 8 (Attachment 14, Tables A, A-1, A-2, A-3, B, and C). Show all SBHC Program-related expenses outlined above and the funding source(s) that supports each expense.

The in-kind contribution must be at least 10% of the total SBHC Program budget, and may include Personal Services, Fringe Benefits, and/or Non-Personal Services.

Maximization of third party reimbursement and other revenue is a positive indication of future SBHC viability and sustainability.

**Table A: Summary Budget and Funding Request (page 1)**

This Table summarizes the information provided on the Budget forms (listed below), and should be completed after the forms listed below have been completed. Enter the requested information from these forms on Table A in the appropriate spaces. The amount shown on Table A as the Grand Total in Column E represents your SBHC Funding Request, i.e., the amount you are requesting from NYS.

- Page 2-a: Table A-1, Budget - Personal Services, Core Services Staff Costs
- Page 2-b: Table A-1, Budget - Personal Services, Non-Core Services Staff Costs
- Page 3: Table A-1, Budget Justification - Personal Services
- Page 4: Table A-2, Fringe Benefits Rate Worksheet
- Page 5: Table A-3, Budget - Non-Personal Services Costs
- Page 6: Table A-3, Budget Justification – Non-Personal Services

**Table A-1: Budget - Personal Services (PS), Core Services (page 2-a)**

**Core Services Staff. Use additional sheets if necessary.** (If the applicant is requesting Personal Services costs as part of the allowable 10% administrative costs, information on those positions should be included on this form.)

- Columns A-1 and A-2: List each core services staff position in Column A-1, and the work location (Article 28 or specific SBHC site name) for that position in Column A-2. Core service staff positions and the required staffing levels for SBHCs are listed on the "SBHC Required Staffing Ratios" chart that directly follows these instructions (Attachment 13, part 2).
- Column B: Enter the full annual salary (based on twelve months) for each position.
- Column C: Enter the number of months the position is assigned to the SBHC.
- Column D: Enter the % of the year the position is assigned to the SBHC.
- Column E: Enter the % FTE the position is assigned to SBHC activities.



- Column F: Enter the sum of multiplying Column B x Column D x Column E. This is the Adjusted Salary for this position.
- Column G: Enter the amount of third party reimbursement applied to this position.
- Columns H: For each position, enter the amount of support from other source(s) of revenue.
- Column I: Enter the source(s) of other revenue for this position. Please be specific.
- Column J: Enter the result of subtracting Column G and Column H from Column F. This represents the amount requested from New York State for the position.
- Fringe Benefits Rate: Enter the Fringe Benefits rate calculated on Table A-2 (page 4) in the appropriate space in Column A.
- Fringe Benefits Costs: Based on the Fringe Benefits Rate calculate and enter the costs in Columns B, F, G, H, and J.

**Table A-1: Budget - Personal Services (PS), Non-Core Services (page 2-b)**

**Non-Core Services Staff**

In Columns A-1 and A-2, indicate all non-core services staff positions associated with the sites included in this application, and the location for each. Complete Columns B through I for each position. These positions may include, but are not limited to, Health Educator, Dentist, Dental Assistant, Outreach Worker, Clerk, Secretary, etc. Support for these expenses cannot be requested from NYS. **Use additional sheets if necessary.**

**Table A-1: Budget Justification – Personal Services (page 3)**

List all positions for which grant funding is requested and the amount requested (i.e., Core Services Staff only). Describe the responsibilities assigned to each position, and explain how this work is related to the functioning of the SBHC Program. **Use additional sheets if necessary.**

**Table A-2: Fringe Benefits Rate Worksheet (page 4)**

List all components comprising the fringe benefits rate for SBHC Program employees, and the percent for each component. Add the percentages to calculate the total rate. If the fringe benefit rate varies for different employees, use a blended rate, and provide a description of how the blended rate was developed. Indicate the total fringe benefits rate on this form, and also on Table A-1, and use it to calculate the Fringe Benefits costs.

**Table A-3, Budget – Non-Personal Services (NPS) (page 5)**

- List all non-personal services items for which you are requesting funding, completing each column as indicated. NYS grant funds may be used to support NPS expenses related to core services. These include, but are not limited to, medical, pharmaceutical, laboratory, and office supplies; educational materials; printing; and medical waste disposal. The purchase of major pieces of depreciable equipment (i.e., equipment costing more than \$300) will not be funded unless the equipment is shown to be vital to the functioning of the program. **Use additional sheets if necessary.**
- NYS grant funding **may not** be used to support the following NPS items: remodeling or modification of facility structures, rent, maintenance, utility bills, indirect costs (including legal expenses, audit fees, etc.), telephones and telephone usage. This list is not all-inclusive. Other expenditures may also be disallowed.

- Indirect costs **may not** be charged to “NYS” or “Third Party.” These costs may be covered by “Revenue from Other Sources” and reflected in Columns D and E. Indirect costs are those that have been incurred for common or joint projects that benefit more than one cost objective (grant, program, project) and cannot be readily identified or assigned to a particular cost objective. Typical examples may include depreciation of use allowances on buildings and equipment; the costs of operating and maintaining facilities; and general administrative expenses such as the salaries and expenses of executive officers, personnel administration, and accounting.
- Administrative costs may include personal as well as non-personal services expenses, but may not exceed 10% of the amount requested from NYS. These costs must be itemized on the budget forms.
- The sponsoring Article 28 facility is required to **provide an in-kind contribution of at least a 10%** of the amount requested from NYS. Article 28 Sponsors that have current contracts with in-kind contribution levels above 10% are expected to continue the current level of in-kind support or provide a detailed justification of why this cannot be done.

**Table A-3, Budget Justification – Non-Personal Services (NPS) (page 6)**

List all items for which grant funding is requested and the amount requested. Describe why each item is necessary for SBHC Program operations. **Use additional sheets if necessary.**

**Table B: Projected Utilization of School-Based Health Center Services (page 7)**

Complete this form based on totals for all SBHC sites for which you are requesting funding.

**Table C: Summary of Projected Third Party Revenue for SBHC Services (page 8)**

Complete this form based on totals for all SBHC sites for which you are requesting funding.

**Attachment 13, part 2**

**SBHC Required Staffing Ratios**

The following chart provides the minimum required FTE for each core staff position based on the number of students enrolled in the SBHC.

<b>Core Staff/Required Positions</b>	<b>200 to 449 students</b>	<b>450 to 699 students</b>	<b>700 to 1500 students</b>	<b>1499 to 1999 students</b>	<b>2000 to 2449 students</b>	<b>2500 to 3000 students</b>
Nurse Practitioner or Physician Assistant	.5	.75	1.0	1.5	2.0	2.5
Medical/Health Assistant	1.0	1.0	1.0	1.0	1.0	1.0
Program Manager	.1	.1	.1	.1	.1	.1
Collaborating/Supervising Physician*	6 hours/month	6 hours/month	6 hours/month	6 hours/month	6 hours/month	6 hours/month
Mental Health Counselor (if on-site)	.5	.75	1.0	1.5	2.0	2.5
Mental Health Coordinator (if on-site)**	4 hours/month	4 hours/month	4 hours/month	4 hours/month	4 hours/month	4 hours/month

**Modifications to Staffing Ratios for High Need High Schools**

<b>Core Staff</b>	<b>200 to 449 students</b>	<b>450 to 599 students</b>	<b>600 to 999 students</b>	<b>1000 to 1499 students</b>	<b>1500 to 2449 students</b>	<b>2500 to 3000 students</b>
Nurse Practitioner or Physician Assistant	.5	.75	1.0	1.5	2.0	2.5
Medical/Health Assistant	1.0	1.0	1.0	1.0	1.0	1.0
Program Manager	.1	.1	.1	.1	.1	.1
Collaborating/Supervising Physician*	6 hours/month	6 hours/month	6 hours/month	6 hours/month	6 hours/month	6 hours/month
Mental Health Counselor (if on-site)	.5	.75	1.0	1.5	2.0	2.5
Mental Health Coordinator (if on-site)**	4 hours/month	4 hours/month	4 hours/month	4 hours/month	4 hours/month	4 hours/month

\* See page 10 of the Principles and Standards for School-Based Health Centers in New York State for specific requirements for this position.

\*\* See page 11-12 of the Principles and Standards for School-Based Health Centers in New York State for specific requirements for this position.

Attachment 14: Table A - Summary Budget and Funding Request

**SUMMARY BUDGET AND FUNDING REQUEST TOTALS**

**Costs for School-Based Health Center Program**

July 1, 20\_\_ - June 30, 20\_\_

A Category of Expense	B Total Expenses (Summary Budget)	C Third Party Reimbursement (Medicaid or Other Insurance)	D Revenue From Other Source(s)	E Amount Requested from NYS (Funding Request) (B - C - D)
<b>Total Personal Services - Core Services Staff</b> (Total Line Only from Table A-1, page 2-a: Personal Services- Core Services Staff Costs)	Enter the total from page 2-a, Column F:	Enter the total from page 2-a, Column G	Enter the total from page 2-a, Column H	Enter the total from page 2-a, Column J
<b>Total Personal Services - NON-Core Services Staff</b> (Total Line Only from Table A-1, page 2-b: Personal Services- Non-Core Services Staff Costs)	Enter the total from page 2-b, Column F:	Enter the total from page 2-b, Column G	Enter the total from page 2-b, Column H	
<b>Total Non-Personal Service</b> (Total Line Only from Table A-3, page 4: Non-Personal Services)	Enter the total from page 5, Column B:	Enter the total from page 5, Column C	Enter the total from page 5, Column D	Enter the total from page 5, Column F
<b>GRAND TOTAL</b>	\$0	\$0	\$0	\$0

**BUDGET - PERSONAL SERVICES, Core Services Staff Costs  
(including Sponsor's administrative costs as applicable)**

July 1, 20 \_\_\_\_ - June 30, 20 \_\_\_\_

**CORE SERVICES STAFF**

A-1	A-2	B	C	D	E	F	G	H	I	J	
Positions - List by Title	Location of Position: (Article 28 facility or Name of SBHC Site)	Annual Salary (based on 12 months)	# of months assigned to SBHC	% of year assigned to SBHC Pgm (Column C divided by 12)	% FTE assigned to SBHC Program	Adjusted Salary (B x D x E) and Fringe Benefits	Amt of 3rd Party Reimbursement (Medicaid or Other Insurance) Applied to This Position	Amount and Source of Other Revenue Applied to This Position	Amount	Source	Amount Requested From NYS (F - G - H)
<b>Total Salary Costs</b>		\$0				\$0	\$0	\$0			\$0
<b>Fringe Benefits @ _____%*</b>											
<b>Total PS (Staff + Fringe Benefits)</b>		\$0				\$0	\$0	\$0			\$0

\*If more than one fringe benefit rate is used, use a blended rate for this calculation, and explain blended rate on Table A-2, Fringe Benefit Rate.

Attachment 14: TABLE A-1, Budget - PS, Non-Core Services

**BUDGET - PERSONAL SERVICES, Non-Core Services Staff Costs**

July 1, 20 \_\_\_\_ - June 30, 20 \_\_\_\_

**NON-CORE SERVICES STAFF**

A-1 Positions - List by Title	A-2 Location of Position: (Article 28 facility or Name of SBHC Site)	B Annual Salary (based on 12 months)	C # of months assigned to SBHC	D % of year assigned to SBHC Pgm (Column C divided by 12)	E % FTE assigned to SBHC Program	F Adjusted Salary (B x D x E) and Fringe Benefits	G Amt of 3rd Party Reimbursement (Medicaid or Other Insurance) Applied to This Position	H Amount and Source of Other Revenue Applied to This Position  Amount   Source		J
Total Salary Costs		\$0				\$0	\$0	\$0		
Fringe Benefits @ _____%*										
Total PS (Staff + Fringe Benefits)		\$0				\$0	\$0	\$0		

\*If more than one fringe benefit rate is used, use a blended rate for this calculation, and explain blended rate on Table A-2, Fringe Benefit Rate.

**BUDGET JUSTIFICATION – PERSONAL SERVICES**

<b>Position Title</b>	<b>Incumbent Name</b>	<b>SBHC-Related Responsibilities/Justification</b>

**Fringe Benefits Rate Worksheet**

July 1, 20\_\_ - June 30, 20\_\_

**Does your organization have a federally approved fringe benefit rate?**

**YES:** \_\_\_\_\_ **NO:** \_\_\_\_\_  
 If YES, complete Part A. If NO, complete Part B.

---

**PART A**

Federally Approved Rate: \_\_\_\_\_  
 Period of Applicability: \_\_\_\_\_  
 Attach copy of Federal Approval - all pages

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**PART B**

Specify the components and percentages comprising the fringe benefit rate.  
**Note: If positions and/or locations have different fringe benefit rates, please use a blended rate on this form.**

Component	Rate
F.I.C.A (6.2%) & Medicare Tax (1.45%)	7.65%
Health Insurance	
Unemployment Insurance	
Disability Insurance	
Life Insurance	
Worker's Compensation	
Pension/Retirement	
Other: (delineate)	
<b>Total Fringe Benefit Rate</b>	

Describe process for calculating blended rate, if applicable:



**BUDGET - NON-PERSONAL SERVICES (NPS) COSTS**  
 July 1, 20\_\_ - June 30, 20\_\_

**NON-PERSONAL SERVICES**

A List NPS Categories of Expense	B Total Cost	C Amount of 3rd Party Reimbursement (Medicaid or Other Insurance) Applied To This Category	D Amount and Source of Other Revenue Applied to This Category		E Amount Requested from NYS (Column B - column C - column D)
			D Amount	E Source	
<b>Total Non-Personal Service</b>	\$0	\$0	\$0		\$0

**BUDGET JUSTIFICATION - NON-PERSONAL SERVICES**

Category/Item of Expense	Cost	Description/Justification

Attachment 14: Table B - Utilization

**Projected Utilization of School-Based Health Center Services**

July 1, 20\_\_ - June 30, 20\_\_

Medicaid Rate Codes:		Type of Encounter	# of Projected Total Visits*	# of Projected Fee for Service Medicaid Visits**	# of Projected Managed Care Medicaid Visits**
Hospital	D&TC				
2888	1627	Comprehensive Service: New Patient			
2888	1627	Comprehensive Service: Established Patient			
2889	1628	Limited Service: New Patient			
2889	1628	Limited Service: Established Patient			
2889	1628	Counseling			
XXXX	XXXX	Minor Complaints			

\*Enter TOTAL estimated visits regardless of how funded/billed.

\*\*Enter, by encounter type, into the corresponding "Number of Visits" column on Table C (Summary of Projected Income for School Health Services).

**Definitions:**

**Comprehensive Service:** Initial history and physical on new patient; yearly physical on established patient; gynecological exam; or other visit provided by a midlevel practitioner or physician lasting 30 minutes or more.

**Limited Service:** Acute care visit; care for accidents or injuries, laboratory tests, immunizations only, or other visit provided by a midlevel practitioner or physician lasting less than 30 minutes.

**Counseling:** Family or individual counseling session. (Not all providers may bill Medicaid, and group sessions are not covered by Medicaid. Check Article 28 regulations for appropriate Mental Health billing.)

**Minor Complaints:** Care for bumps, bruises, bites, stomach aches etc., i.e., care for minor symptoms and first aid provided by staff OTHER THAN nurse practitioners, physician assistants, physicians, mental health counselors, or nutritionists. (These encounters are not covered by Medicaid.)

**Summary of Projected Third Party Revenue for School-Based Health Center Services**

July 1, 20\_\_ - June 30, 20\_\_

***Explanation of Third Party Reimbursement***

	A	B	C	D	E
Revenue Source	# of Visits from Table B*	Reimbursement Rate per Visit	Total Revenue (A x B)	Estimated Amount Uncollectible	Revenue Generated** (C - D)
<b>MEDICAID FEE FOR SERVICE</b>					
Comprehensive Service*					
Limited Service*					
Counseling					
<b>MEDICAID MANAGED CARE</b>					
Comprehensive Service*					
Limited Service*					
Counseling					
<b>OTHER INSURANCE</b>					
Comprehensive Service*					
Limited Service*					
Counseling					
<b>GRAND TOTAL</b>	\$0		\$0	\$0	\$0

\*Combine both new and established patient visits from Table B into the comprehensive and limited service categories.

\*\*Distribute Total Revenue Generated (black box) in the Third Party columns of Budget Tables A, A-1 & A-3.

**Application Checklist**

- Grant Application Cover Page (Attachment 9)
- SBHC Summary Page (Attachment 10)
- Certificate of Incorporation
- Proof of Not-for-Profit Status
- Audited Financial Statement
- Statement of Assurances (Attachment 11)
- Program Abstract
- Statement of Need
- Applicant Capacity
- Organizational Chart
- Program Activities and Services
- Copy of Applicant's SBHC program QA/CQI Policy and Procedures
- Workplan for the Applicant's SBHC Program (Attachment 12)
- Timeline for Program Implementation
- Budget Justification and Budget Tables (Attachment 14)
- Signed and Notarized Vendor Responsibility Questionnaire (Attachment 7)

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
<b>Capital Region</b>				
2004	Capital	FRANKLIN	Salmon River Central School District	87.20%
2004	Capital	ALBANY	Albany City School District	69.80%
2004	Capital	ESSEX	Moriah Central School District	67.90%
2004	Capital	SCHENECTADY	Schenectady City School District	64.80%
2004	Capital	RENSSELAER	Troy City School District	62.60%
2004	Capital	ALBANY	Watervliet City School District	62.30%
2004	Capital	RENSSELAER	Rensselaer City School District	61.40%
2004	Capital	HAMILTON	Wells Central School District	61.30%
2004	Capital	ESSEX	Ticonderoga Central School District	60.90%
2004	Capital	DELAWARE	Charlotte Valley Central School District	60.40%
2004	Capital	ALBANY	Cohoes City School District	59.70%
2004	Capital	FRANKLIN	Brushton-Moira Central School District	56.60%
2004	Capital	OTSEGO	Edmeston Central School District	56.50%
2004	Capital	COLUMBIA	Hudson City School District	55.60%
2004	Capital	FRANKLIN	Saint Regis Falls Central School District	55.60%
2004	Capital	CLINTON	Northern Adirondack Central School District	55.00%
2004	Capital	FULTON	Gloversville City School District	54.30%
2004	Capital	MONTGOMERY	Saint Johnsville Central School District	53.80%
2004	Capital	RENSSELAER	Lansingburgh Central School District	53.50%
2004	Capital	FRANKLIN	Malone Central School District	52.10%
2004	Capital	WARREN	Warrensburg Central School District	52.10%
2004	Capital	DELAWARE	Stamford Central School District	50.40%
2004	Capital	MONTGOMERY	Amsterdam City School District	50.20%
2004	Capital	WASHINGTON	Whitehall Central School District	49.90%
2004	Capital	WARREN	Glens Falls Common School District	49.70%
2004	Capital	DELAWARE	South Kortright Central School District	49.10%
2004	Capital	MONTGOMERY	Fort Plain Central School District	49.00%
2004	Capital	OTSEGO	Gilbertsville-Mount Upton Central School District	48.80%
2004	Capital	OTSEGO	Richfield Springs Central School District	48.50%
2004	Capital	DELAWARE	Downsville Central School District	48.10%
2004	Capital	ALBANY	Green Island Union Free School District	47.80%
2004	Capital	ESSEX	Minerva Central School District	47.80%
2004	Capital	WARREN	Hadley-Luzerne Central School District	47.80%
2004	Capital	DELAWARE	Margaretville Central School District	47.40%
2004	Capital	GREENE	Catskill Central School District	47.40%
2004	Capital	DELAWARE	Hancock Central School District	46.40%
2004	Capital	WASHINGTON	Hudson Falls Central School District	46.40%
2004	Capital	ESSEX	Schroon Lake Central School District	45.90%
2004	Capital	OTSEGO	Laurens Central School District	44.90%
2004	Capital	ESSEX	Crown Point Central School District	44.40%
2004	Capital	FULTON	Oppenheim-Ephratah Central School District	43.50%
2004	Capital	SCHOHARIE	Gilboa-Conesville Central School District	43.50%
2004	Capital	OTSEGO	Milford Central School District	43.40%
2004	Capital	WASHINGTON	Granville Central School District	43.10%
2004	Capital	FULTON	Wheelerville Union Free School District	42.90%
2004	Capital	WASHINGTON	Fort Edward Union Free School District	42.90%
2004	Capital	FULTON	Johnstown City School District	42.70%
2004	Capital	WARREN	North Warren Central School District	42.40%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	Capital	CLINTON	Ausable Valley Central School District	41.50%
2004	Capital	CLINTON	Beekmantown Central School District	41.40%
2004	Capital	CLINTON	Plattsburgh City School District	41.40%
2004	Capital	DELAWARE	Sidney Central School District	41.40%
2004	Capital	SCHOHARIE	Middleburgh Central School District	41.40%
2004	Capital	DELAWARE	Walton Central School District	41.30%
2004	Capital	DELAWARE	Franklin Central School District	41.10%
2004	Capital	FRANKLIN	Chateaugay Central School District	40.50%
2004	Capital	OTSEGO	Morris Central School District	40.00%
2004	Capital	RENSSELAER	Hoosick Falls Central School District	39.90%
2004	Capital	DELAWARE	Andes Central School District	39.10%
2004	Capital	WARREN	Johnsburg Central School District	38.70%
2004	Capital	MONTGOMERY	Canajoharie Central School District	38.40%
2004	Capital	OTSEGO	Otego-Unadilla Central School District	38.20%
2004	Capital	OTSEGO	Worcester Central School District	37.50%
2004	Capital	RENSSELAER	Berlin Central School District	37.10%
2004	Capital	GREENE	Cairo-Durham Central School District	37.00%
2004	Capital	SCHOHARIE	Sharon Springs Central School District	36.90%
2004	Capital	HAMILTON	Lake Pleasant Central School District	36.80%
2004	Capital	COLUMBIA	Taconic Hills Central School District	36.30%
2004	Capital	ALBANY	Ravena-Coeymans-Selkirk Central School District	36.10%
2004	Capital	WASHINGTON	Cambridge Central School District	36.00%
2004	Capital	OTSEGO	Cherry Valley-Springfield Central School District	35.60%
2004	Capital	SCHOHARIE	Jefferson Central School District	35.50%
2004	Capital	OTSEGO	Schenevus Central School District	34.60%
2004	Capital	SCHOHARIE	Cobleskill-Richmondville Central School District	34.50%
2004	Capital	OTSEGO	Oneonta City School District	34.30%
2004	Capital	ESSEX	Willsboro Central School District	34.00%
2004	Capital	FULTON	Northville Central School District	33.00%
2004	Capital	FRANKLIN	Saranac Lake Central School District	32.70%
2004	Capital	SARATOGA	Corinth Central School District	32.70%
2004	Capital	DELAWARE	Delhi Central School District	32.60%
2004	Capital	FULTON	Mayfield Central School District	32.40%
2004	Capital	SARATOGA	Edinburg Common School District	32.10%
2004	Capital	CLINTON	Peru Central School District	32.00%
2004	Capital	SCHOHARIE	Schoharie Central School District	31.70%
2004	Capital	GREENE	Windham-Ashland-Jewett Central School District	31.60%
2004	Capital	FRANKLIN	Tupper Lake Central School District	31.50%
2004	Capital	WASHINGTON	Hartford Central School District	31.20%
2004	Capital	CLINTON	Saranac Central School District	30.80%
2004	Capital	CLINTON	Northeastern Clinton Central School District	30.70%
2004	Capital	SARATOGA	Waterford-Halfmoon Union Free School District	30.70%
2004	Capital	WASHINGTON	Salem Central School District	30.60%
2004	Capital	MONTGOMERY	Fonda-Fultonville Central School District	30.50%
2004	Capital	ESSEX	Newcomb Central School District	30.30%
2004	Capital	HAMILTON	Long Lake Central School District	30.30%
2004	Capital	GREENE	Hunter-Tannersville Central School District	30.10%
2004	Capital	DELAWARE	Roxbury Central School District	29.70%
2004	Capital	OTSEGO	Cooperstown Central School District	29.70%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	Capital	WASHINGTON	Argyle Central School District	29.70%
2004	Capital	ALBANY	Berne-Knox-Westerlo Central School District	29.40%
2004	Capital	WARREN	Glens Falls City School District	29.40%
2004	Capital	ESSEX	Westport Central School District	28.20%
2004	Capital	GREENE	Greenville Central School District	27.80%
2004	Capital	COLUMBIA	Kinderhook Central School District	26.50%
2004	Capital	ESSEX	Lake Placid Central School District	26.40%
2004	Capital	SARATOGA	Ballston Spa Central School District	23.80%
2004	Capital	COLUMBIA	Chatham Central School District	23.40%
2004	Capital	WASHINGTON	Fort Ann Central School District	23.30%
2004	Capital	COLUMBIA	Germantown Central School District	22.50%
2004	Capital	HAMILTON	Indian Lake Central School District	22.10%
2004	Capital	FULTON	Broadalbin-Perth Central School District	21.80%
2004	Capital	GREENE	Coxsackie-Athens Central School District	21.70%
2004	Capital	SARATOGA	Schuylerville Central School District	21.50%
2004	Capital	COLUMBIA	New Lebanon Central School District	20.50%
2004	Capital	SARATOGA	Mechanicville City School District	19.80%
2004	Capital	RENSSELAER	Hoosic Valley Central School District	19.40%
2004	Capital	ESSEX	Elizabethtown-Lewis Central School District	19.20%
2004	Capital	SARATOGA	South Glens Falls Central School District	18.90%
2004	Capital	WASHINGTON	Greenwich Central School District	18.50%
2004	Capital	RENSSELAER	Schodack Central School District	18.20%
2004	Capital	RENSSELAER	Brunswick Central School District (Brittonkill)	17.80%
2004	Capital	WARREN	Bolton Central School District	17.40%
2004	Capital	SCHENECTADY	Rotterdam-Mohonasen Central School District	17.20%
2004	Capital	WARREN	Lake George Central School District	16.80%
2004	Capital	CLINTON	Chazy Union Free School District	16.60%
2004	Capital	ALBANY	Menands Union Free School District	16.20%
2004	Capital	SARATOGA	Stillwater Central School District	16.20%
2004	Capital	SARATOGA	Galway Central School District	15.90%
2004	Capital	SCHENECTADY	Scotia-Glenville Central School District	15.40%
2004	Capital	ALBANY	South Colonie Central School District	15.20%
2004	Capital	WARREN	Queensbury Union Free School District	14.70%
2004	Capital	SARATOGA	Saratoga Springs City School District	14.40%
2004	Capital	SCHENECTADY	Schalmont Central School District	12.40%
2004	Capital	RENSSELAER	East Greenbush Central School District	11.90%
2004	Capital	RENSSELAER	Averill Park Central School District	11.90%
2004	Capital	ESSEX	Keene Central School District	10.80%
2004	Capital	ALBANY	North Colonie Central School District	9.90%
2004	Capital	SARATOGA	Shenendehowa Central School District	9.70%
2004	Capital	RENSSELAER	Wynantskill Union Free School District	8.50%
2004	Capital	SCHENECTADY	Duanesburg Central School District	7.60%
2004	Capital	ALBANY	Voorheesville Central School District	6.50%
2004	Capital	SARATOGA	Burnt Hills-Ballston Lake Central School District	6.10%
2004	Capital	ALBANY	Guilford Central School District	5.70%
2004	Capital	SCHENECTADY	Niskayuna Central School District	5.10%
2004	Capital	ALBANY	Bethlehem Central School District	3.70%
2004	Capital	ALBANY	Maplewood Common School District	0
2004	Capital	COLUMBIA	Berkshire Union Free School District	0



## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	Capital	HAMILTON	Piseco Common School District	0
2004	Capital	HAMILTON	Inlet Common School District	0
2004	Capital	HAMILTON	Raquette Lake Union Free School District	0
2004	Capital	RENSELAER	North Greenbush Common School District (Williams)	0
2004	Capital	WASHINGTON	Putnam Central School District	0

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
<b>Central Region</b>				
2004	Central	ONEIDA	Utica City School District	75.60%
2004	Central	ONONDAGA	Syracuse City School District	75.40%
2004	Central	BROOME	Binghamton City School District	72.80%
2004	Central	CHENANGO	Unadilla Valley Central School District	62.60%
2004	Central	ST. LAWRENCE	Clifton-Fine Central School District	62.40%
2004	Central	HERKIMER	Van Hornesville-Owen D. Young Central School District	59.80%
2004	Central	CHENANGO	Sherburne-Earlville Central School District	59.60%
2004	Central	ST. LAWRENCE	Ogdensburg City School District	58.90%
2004	Central	ST. LAWRENCE	Massena Central School District	58.60%
2004	Central	ST. LAWRENCE	Hermon-Dekalb Central School District	58.40%
2004	Central	LEWIS	South Lewis Central School District	57.00%
2004	Central	BROOME	Deposit Central School District	56.60%
2004	Central	OSWEGO	Allmar-Parish-Williamstown Central School District	56.00%
2004	Central	CHENANGO	Norwich City School District	55.80%
2004	Central	ONEIDA	Camden Central School District	54.90%
2004	Central	HERKIMER	Mohawk Central School District	54.20%
2004	Central	MADISON	Brookfield Central School District	53.80%
2004	Central	ST. LAWRENCE	Edwards-Knox Central School District	53.80%
2004	Central	ST. LAWRENCE	Gouverneur Central School District	53.20%
2004	Central	ST. LAWRENCE	Morristown Central School District	53.00%
2004	Central	CHENANGO	Afton Central School District	52.50%
2004	Central	OSWEGO	Sandy Creek Central School District	51.80%
2004	Central	JEFFERSON	Watertown City School District	51.70%
2004	Central	CHENANGO	Georgetown-South Otselic Central School District	51.20%
2004	Central	CORTLAND	Cincinnatus Central School District	51.00%
2004	Central	ST. LAWRENCE	Hammond Central School District	50.60%
2004	Central	BROOME	Harpurville Central School District	50.10%
2004	Central	BROOME	Johnson City Central School District	50.00%
2004	Central	CORTLAND	Mcgraw Central School District	50.00%
2004	Central	ST. LAWRENCE	Heuvelton Central School District	49.70%
2004	Central	JEFFERSON	La Fargeville Central School District	48.60%
2004	Central	JEFFERSON	Indian River Central School District	48.40%
2004	Central	OSWEGO	Hannibal Central School District	48.30%
2004	Central	HERKIMER	Little Falls City School District	48.10%
2004	Central	HERKIMER	Herkimer Central School District	47.60%
2004	Central	TIOGA	Waverly Central School District	47.50%
2004	Central	OSWEGO	Fulton City School District	47.40%
2004	Central	CHENANGO	Bainbridge-Guilford Central School District	47.20%
2004	Central	TIOGA	Tioga Central School District	46.90%
2004	Central	LEWIS	Copenhagen Central School District	46.80%
2004	Central	TIOGA	Spencer-Van Etten Central School District	46.60%
2004	Central	HERKIMER	Bridgewater-West Winfield Central School District (Mt. Markham)	46.40%
2004	Central	BROOME	Whitney Point Central School District	46.20%
2004	Central	HERKIMER	Dolgeville Central School District	45.50%
2004	Central	ONEIDA	Rome City School District	45.40%
2004	Central	ST. LAWRENCE	Potsdam Central School District	45.40%
2004	Central	HERKIMER	Poland Central School District	45.10%
2004	Central	LEWIS	Harrisville Central School District	45.10%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	Central	JEFFERSON	Lyme Central School District	44.90%
2004	Central	ST. LAWRENCE	Brasher Falls Central School District	44.60%
2004	Central	HERKIMER	Ilion Central School District	44.50%
2004	Central	MADISON	Morrisville-Eaton Central School District	44.50%
2004	Central	CORTLAND	Cortland City School District	44.40%
2004	Central	JEFFERSON	Belleville Henderson Central School District	44.40%
2004	Central	JEFFERSON	Carthage Central School District	43.70%
2004	Central	CAYUGA	Moravia Central School District	43.50%
2004	Central	TOMPKINS	Newfield Central School District	42.60%
2004	Central	ST. LAWRENCE	Canton Central School District	42.00%
2004	Central	LEWIS	Beaver River Central School District	41.80%
2004	Central	CHENANGO	Oxford Academy And Central School District	41.70%
2004	Central	OSWEGO	Pulaski Central School District	41.40%
2004	Central	ST. LAWRENCE	Norwood-Norfolk Central School District	40.80%
2004	Central	ONONDAGA	La Fayette Central School District	40.70%
2004	Central	MADISON	Madison Central School District	40.50%
2004	Central	ST. LAWRENCE	Colton-Pierrepont Central School District	40.30%
2004	Central	CAYUGA	Auburn City School District	40.20%
2004	Central	LEWIS	Lowville Academy & Central School District	39.80%
2004	Central	HERKIMER	Frankfort-Schuyler Central School District	39.20%
2004	Central	CORTLAND	Marathon Central School District	39.10%
2004	Central	MADISON	De Ruyter Central School District	39.00%
2004	Central	JEFFERSON	South Jefferson Central School District	38.70%
2004	Central	ST. LAWRENCE	Parishville-Hopkinton Central School District	38.60%
2004	Central	CHENANGO	Greene Central School District	38.50%
2004	Central	TOMPKINS	Groton Central School District	38.50%
2004	Central	ONEIDA	Waterville Central School District	37.90%
2004	Central	ONONDAGA	Solvay Union Free School District	37.90%
2004	Central	ONEIDA	Remsen Central School District	37.80%
2004	Central	ST. LAWRENCE	Lisbon Central School District	37.50%
2004	Central	ONEIDA	Adirondack Central School District	37.30%
2004	Central	TIOGA	Candor Central School District	36.90%
2004	Central	JEFFERSON	Alexandria Central School District	36.30%
2004	Central	MADISON	Canastota Central School District	35.90%
2004	Central	MADISON	Stockbridge Valley Central School District	35.90%
2004	Central	OSWEGO	Central Square Central School District	35.50%
2004	Central	BROOME	Union-Endicott Central School District	35.00%
2004	Central	CAYUGA	Southern Cayuga Central School District	34.90%
2004	Central	TIOGA	Newark Valley Central School District	34.80%
2004	Central	MADISON	Oneida City School District	34.70%
2004	Central	OSWEGO	Phoenix Central School District	34.70%
2004	Central	CAYUGA	Port Byron Central School District	34.60%
2004	Central	HERKIMER	West Canada Valley Central School District	34.50%
2004	Central	TIOGA	Owego-Apalachin Central School District	34.30%
2004	Central	JEFFERSON	General Brown Central School District	34.10%
2004	Central	OSWEGO	Mexico Central School District	34.10%
2004	Central	TOMPKINS	Dryden Central School District	34.10%
2004	Central	ONEIDA	Sherrill City School District	34.00%
2004	Central	ST. LAWRENCE	Madrid-Waddington Central School District	33.20%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	Central	OSWEGO	Oswego City School District	33.00%
2004	Central	ONONDAGA	Jordan-Elbridge Central School District	32.10%
2004	Central	TOMPKINS	Ithaca City School District	31.90%
2004	Central	CORTLAND	Homer Central School District	31.60%
2004	Central	BROOME	Susquehanna Valley Central School District	31.20%
2004	Central	ONONDAGA	Lyncourt Union Free School District	31.20%
2004	Central	BROOME	Windsor Central School District	31.00%
2004	Central	MADISON	Chittenango Central School District	30.10%
2004	Central	ONEIDA	Sauquoit Valley Central School District	29.90%
2004	Central	BROOME	Chenango Forks Central School District	29.10%
2004	Central	JEFFERSON	Thousand Islands Central School District	28.50%
2004	Central	CAYUGA	Cato-Meridian Central School District	28.30%
2004	Central	ONONDAGA	East Syracuse-Minoa Central School District	28.20%
2004	Central	ONONDAGA	Onondaga Central School District	27.90%
2004	Central	MADISON	Hamilton Central School District	26.90%
2004	Central	ONEIDA	Oriskany Central School District	26.10%
2004	Central	TOMPKINS	Trumansburg Central School District	26.10%
2004	Central	JEFFERSON	Sackets Harbor Central School District	26.00%
2004	Central	ONONDAGA	Liverpool Central School District	25.40%
2004	Central	BROOME	Chenango Valley Central School District	25.30%
2004	Central	ONONDAGA	North Syracuse Central School District	24.70%
2004	Central	ONEIDA	New York Mills Union Free School District	24.50%
2004	Central	ONEIDA	Westmoreland Central School District	23.90%
2004	Central	ONEIDA	Holland Patent Central School District	22.00%
2004	Central	HERKIMER	Town Of Webb Union Free School District	21.70%
2004	Central	CAYUGA	Union Springs Central School District	20.50%
2004	Central	ONEIDA	Whitesboro Central School District	19.40%
2004	Central	BROOME	Maine-Endwell Central School District	18.80%
2004	Central	CAYUGA	Weedsport Central School District	16.70%
2004	Central	ONONDAGA	Tully Central School District	16.70%
2004	Central	ONONDAGA	West Genesee Central School District	16.20%
2004	Central	ONONDAGA	Fabius-Pompey Central School District	15.50%
2004	Central	ONEIDA	Clinton Central School District	15.10%
2004	Central	ONONDAGA	Marcellus Central School District	14.80%
2004	Central	ONONDAGA	Baldwinsville Central School District	14.70%
2004	Central	TOMPKINS	Lansing Central School District	13.50%
2004	Central	ONONDAGA	Jamesville-Dewitt Central School District	12.20%
2004	Central	BROOME	Vestal Central School District	11.80%
2004	Central	MADISON	Cazenovia Central School District	10.10%
2004	Central	ONONDAGA	Skaneateles Central School District	7.00%
2004	Central	ONONDAGA	Westhill Central School District	6.20%
2004	Central	ONEIDA	New Hartford Central School District	5.40%
2004	Central	ONONDAGA	Fayetteville-Manlius Central School District	4.30%
2004	Central	TOMPKINS	George Junior Republic Union Free School District	0

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
<b>Western Region</b>				
2004	Western	CATTARAUGUS	Randolph Academy Union Free School District	100.00%
2004	Western	MONROE	Rochester City School District	87.70%
2004	Western	ERIE	Buffalo City School District	86.40%
2004	Western	ERIE	Lackawanna City School District	78.70%
2004	Western	STEUBEN	Addison Central School District	67.30%
2004	Western	CHAUTAUQUA	Dunkirk City School District	67.00%
2004	Western	NIAGARA	Niagara Falls City School District	66.80%
2004	Western	CHAUTAUQUA	Ripley Central School District	66.20%
2004	Western	CHAUTAUQUA	Jamestown City School District	64.90%
2004	Western	STEUBEN	Bradford Central School District	59.40%
2004	Western	STEUBEN	Greenwood Central School District	59.00%
2004	Western	ALLEGANY	Friendship Central School District	58.30%
2004	Western	ALLEGANY	Scio Central School District	58.20%
2004	Western	LIVINGSTON	Mount Morris Central School District	57.30%
2004	Western	ALLEGANY	Whitesville Central School District	55.90%
2004	Western	CHAUTAUQUA	Brocton Central School District	55.90%
2004	Western	CHAUTAUQUA	Sherman Central School District	55.40%
2004	Western	CHEMUNG	Elmira City School District	55.40%
2004	Western	STEUBEN	Avoca Central School District	53.70%
2004	Western	STEUBEN	Hornell City School District	53.60%
2004	Western	CATTARAUGUS	Olean City School District	53.30%
2004	Western	ONTARIO	Geneva City School District	52.60%
2004	Western	ERIE	Cheektowaga-Sloan Union Free School District	51.90%
2004	Western	ORLEANS	Albion Central School District	51.40%
2004	Western	ALLEGANY	Bolivar-Richburg Central School District	50.80%
2004	Western	CATTARAUGUS	Salamanca City School District	50.50%
2004	Western	ALLEGANY	Belfast Central School District	50.30%
2004	Western	CATTARAUGUS	Gowanda Central School District	50.30%
2004	Western	WAYNE	Lyons Central School District	50.10%
2004	Western	ALLEGANY	Genesee Valley Central School District At Angelica-Belmont	49.90%
2004	Western	CATTARAUGUS	Franklinville Central School District	49.90%
2004	Western	ALLEGANY	Andover Central School District	49.30%
2004	Western	STEUBEN	Canisteo Central School District	49.10%
2004	Western	STEUBEN	Prattsburgh Central School District	49.10%
2004	Western	WAYNE	Clyde-Savannah Central School District	48.10%
2004	Western	ALLEGANY	Wellsville Central School District	47.20%
2004	Western	WAYNE	North Rose-Wolcott Central School District	46.80%
2004	Western	CHAUTAUQUA	Clymer Central School District	46.60%
2004	Western	ALLEGANY	Cuba-Rushford Central School District	46.20%
2004	Western	STEUBEN	Campbell-Savona Central School District	46.20%
2004	Western	CHAUTAUQUA	Cassadaga Valley Central School District	45.90%
2004	Western	SENECA	South Seneca Central School District	45.50%
2004	Western	CATTARAUGUS	Yorkshire-Pioneer Central School District	45.40%
2004	Western	SENECA	Waterloo Central School District	45.20%
2004	Western	ALLEGANY	Fillmore Central School District	44.90%
2004	Western	YATES	Dundee Central School District	44.70%
2004	Western	CHEMUNG	Elmira Heights Central School District	44.20%
2004	Western	CHAUTAUQUA	Silver Creek Central School District	43.90%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	Western	STEUBEN	Hammondsport Central School District	43.40%
2004	Western	GENESEE	Batavia City School District	43.10%
2004	Western	SCHUYLER	Odessa-Montour Central School District	43.00%
2004	Western	ALLEGANY	Canaseraga Central School District	42.90%
2004	Western	YATES	Penn Yan Central School District	42.80%
2004	Western	CATTARAUGUS	Randolph Central School District	42.30%
2004	Western	CATTARAUGUS	Hinsdale Central School District	42.00%
2004	Western	LIVINGSTON	Dansville Central School District	41.80%
2004	Western	ONTARIO	Honeoye Central School District	41.50%
2004	Western	STEUBEN	Jasper-Troupsburg Central School District	41.10%
2004	Western	WAYNE	Sodus Central School District	40.70%
2004	Western	WAYNE	Red Creek Central School District	40.60%
2004	Western	ORLEANS	Medina Central School District	40.40%
2004	Western	ORLEANS	Holley Central School District	40.20%
2004	Western	WAYNE	Newark Central School District	40.20%
2004	Western	SCHUYLER	Watkins Glen Central School District	40.00%
2004	Western	CATTARAUGUS	Cattaraugus-Little Valley Central School District	39.60%
2004	Western	CHAUTAUQUA	Westfield Central School District	39.60%
2004	Western	ONTARIO	Gorham-Middlesex Central School District (Marcus Whitman)	38.80%
2004	Western	NIAGARA	Lockport City School District	38.50%
2004	Western	LIVINGSTON	Dalton-Nunda Central School District (Keshequa)	38.20%
2004	Western	STEUBEN	Wayland-Cohocton Central School District	37.60%
2004	Western	WYOMING	Letchworth Central School District	37.50%
2004	Western	CATTARAUGUS	West Valley Central School District	37.40%
2004	Western	STEUBEN	Corning City School District	36.90%
2004	Western	WAYNE	Marion Central School District	36.90%
2004	Western	ORLEANS	Lyndonville Central School District	36.20%
2004	Western	NIAGARA	North Tonawanda City School District	35.90%
2004	Western	CHAUTAUQUA	Panama Central School District	35.80%
2004	Western	CHAUTAUQUA	Pine Valley Central School District (South Dayton)	35.70%
2004	Western	ERIE	Tonawanda City School District	35.70%
2004	Western	GENESEE	Pavilion Central School District	35.10%
2004	Western	ERIE	Evans-Brant Central School District (Lake Shore)	34.50%
2004	Western	MONROE	East Irondequoit Central School District	34.00%
2004	Western	ERIE	Cheektowaga-Maryvale Union Free School District	33.20%
2004	Western	CHAUTAUQUA	Fredonia Central School District	33.00%
2004	Western	CHAUTAUQUA	Chautauqua Lake Central School District	32.90%
2004	Western	ERIE	Depew Union Free School District	32.80%
2004	Western	CHAUTAUQUA	Falconer Central School District	32.70%
2004	Western	SENECA	Seneca Falls Central School District	32.70%
2004	Western	WYOMING	Wyoming Central School District	32.70%
2004	Western	GENESEE	Oakfield-Alabama Central School District	32.10%
2004	Western	WYOMING	Attica Central School District	32.10%
2004	Western	SENECA	Romulus Central School District	31.40%
2004	Western	ERIE	North Collins Central School District	30.50%
2004	Western	MONROE	East Rochester Union Free School District	30.30%
2004	Western	ERIE	Kenmore-Tonawanda Union Free School District	30.20%
2004	Western	ONTARIO	Phelps-Clifton Springs Central School District	30.10%
2004	Western	STEUBEN	Bath Central School District	29.90%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	Western	CATTARAUGUS	Portville Central School District	29.80%
2004	Western	ONTARIO	Naples Central School District	29.80%
2004	Western	CATTARAUGUS	Ellicottville Central School District	29.60%
2004	Western	ERIE	Cheektowaga Central School District	29.20%
2004	Western	CHAUTAUQUA	Forestville Central School District	29.00%
2004	Western	MONROE	Brockport Central School District	28.90%
2004	Western	LIVINGSTON	Geneseo Central School District	28.70%
2004	Western	WYOMING	Warsaw Central School District	28.50%
2004	Western	NIAGARA	Niagara-Wheatfield Central School District	28.40%
2004	Western	NIAGARA	Barker Central School District	28.40%
2004	Western	ORLEANS	Kendall Central School District	28.40%
2004	Western	ERIE	Cleveland Hill Union Free School District	28.30%
2004	Western	STEUBEN	Arkport Central School District	27.90%
2004	Western	ALLEGANY	Alfred-Almond Central School District	27.60%
2004	Western	ERIE	Sweet Home Central School District	27.60%
2004	Western	GENESEE	Elba Central School District	27.50%
2004	Western	ERIE	Springville-Griffith Institute Central School District	27.20%
2004	Western	MONROE	Wheatland-Chili Central School District	27.00%
2004	Western	LIVINGSTON	Avon Central School District	26.90%
2004	Western	MONROE	Greece Central School District	26.80%
2004	Western	ERIE	West Seneca Central School District	26.30%
2004	Western	MONROE	Rush-Henrietta Central School District	26.30%
2004	Western	WAYNE	Williamson Central School District	26.30%
2004	Western	ERIE	Alden Central School District	26.00%
2004	Western	LIVINGSTON	York Central School District	25.50%
2004	Western	ERIE	Akron Central School District	25.10%
2004	Western	GENESEE	Le Roy Central School District	25.10%
2004	Western	WYOMING	Perry Central School District	24.70%
2004	Western	CHEMUNG	Horseheads Central School District	24.50%
2004	Western	MONROE	Gates-Chili Central School District	24.50%
2004	Western	GENESEE	Pembroke Central School District	24.40%
2004	Western	NIAGARA	Newfane Central School District	24.10%
2004	Western	ONTARIO	East Bloomfield Central School District	24.10%
2004	Western	GENESEE	Alexander Central School District	23.90%
2004	Western	CHAUTAUQUA	Southwestern Central School District At Jamestown	23.70%
2004	Western	ERIE	Frontier Central School District	23.50%
2004	Western	NIAGARA	Royalton-Hartland Central School District	23.30%
2004	Western	CATTARAUGUS	Allegany - Limestone Central School District	22.80%
2004	Western	CHAUTAUQUA	Frewsburg Central School District	22.20%
2004	Western	ONTARIO	Manchester-Shortsville Central School District (Red Jacket)	22.20%
2004	Western	NIAGARA	Wilson Central School District	21.30%
2004	Western	ERIE	Holland Central School District	20.80%
2004	Western	WAYNE	Palmyra-Macedon Central School District	20.80%
2004	Western	ERIE	Amherst Central School District	20.60%
2004	Western	LIVINGSTON	Caledonia-Mumford Central School District	20.40%
2004	Western	WAYNE	Wayne Central School District	19.50%
2004	Western	GENESEE	Byron-Bergen Central School District	19.10%
2004	Western	MONROE	Spencerport Central School District	18.80%
2004	Western	ERIE	Lancaster Central School District	18.50%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	Western	MONROE	Churchville-Chili Central School District	18.20%
2004	Western	CHAUTAUQUA	Bemus Point Central School District	17.90%
2004	Western	ONTARIO	Canandaigua City School District	17.40%
2004	Western	LIVINGSTON	Livonia Central School District	16.80%
2004	Western	NIAGARA	Starpoint Central School District	15.90%
2004	Western	MONROE	Hilton Central School District	15.80%
2004	Western	ERIE	Hamburg Central School District	14.80%
2004	Western	NIAGARA	Lewiston-Porter Central School District	14.30%
2004	Western	ERIE	Eden Central School District	12.70%
2004	Western	ERIE	Grand Island Central School District	12.60%
2004	Western	WAYNE	Gananda Central School District	11.40%
2004	Western	ERIE	Iroquois Central School District	10.80%
2004	Western	ONTARIO	Victor Central School District	9.90%
2004	Western	MONROE	Fairport Central School District	9.50%
2004	Western	MONROE	Penfield Central School District	9.40%
2004	Western	MONROE	Webster Central School District	8.90%
2004	Western	MONROE	Brighton Central School District	7.70%
2004	Western	MONROE	West Irondequoit Central School District	7.40%
2004	Western	ERIE	East Aurora Union Free School District	7.10%
2004	Western	MONROE	Honeoye Falls-Lima Central School District	7.00%
2004	Western	ERIE	Williamsville Central School District	6.90%
2004	Western	ERIE	Clarence Central School District	5.50%
2004	Western	ERIE	Orchard Park Central School District	5.50%
2004	Western	MONROE	Pittsford Central School District	2.20%
2004	Western	ERIE	Hopevale Union Free School District At Hamburg	0



## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
<b>MARO - other than NYC</b>				
2004	MARO - Not NYC	SUFFOLK	Little Flower Union Free School District	100.00%
2004	MARO - Not NYC	WESTCHESTER	Greenburgh-Graham Union Free School District	100.00%
2004	MARO - Not NYC	WESTCHESTER	Abbott Union Free School District	100.00%
2004	MARO - Not NYC	WESTCHESTER	Mount Pleasant-Cottage Union Free School District	100.00%
2004	MARO - Not NYC	WESTCHESTER	Mount Pleasant-Blythedale Union Free School District	100.00%
2004	MARO - Not NYC	WESTCHESTER	Greenburgh Eleven Union Free School District	97.80%
2004	MARO - Not NYC	ORANGE	Kiryas Joel Village Union Free School District	90.90%
2004	MARO - Not NYC	NASSAU	Hempstead Union Free School District	84.90%
2004	MARO - Not NYC	SUFFOLK	Brentwood Union Free School District	84.60%
2004	MARO - Not NYC	NASSAU	Westbury Union Free School District	83.20%
2004	MARO - Not NYC	DUTCHESS	Poughkeepsie City School District	82.80%
2004	MARO - Not NYC	SULLIVAN	Liberty Central School District	76.70%
2004	MARO - Not NYC	ORANGE	Middletown City School District	73.00%
2004	MARO - Not NYC	NASSAU	Roosevelt Union Free School District	70.70%
2004	MARO - Not NYC	WESTCHESTER	Yonkers City School District	70.30%
2004	MARO - Not NYC	ROCKLAND	East Ramapo Central School District (Spring Valley)	68.20%
2004	MARO - Not NYC	WESTCHESTER	Mount Vernon City School District	67.60%
2004	MARO - Not NYC	WESTCHESTER	Port Chester-Rye Union Free School District	63.50%
2004	MARO - Not NYC	SUFFOLK	Bridgehampton Union Free School District	62.80%
2004	MARO - Not NYC	WESTCHESTER	Peekskill City School District	61.20%
2004	MARO - Not NYC	SUFFOLK	Central Islip Union Free School District	60.20%
2004	MARO - Not NYC	SULLIVAN	Fallsburg Central School District	60.20%
2004	MARO - Not NYC	ORANGE	Newburgh City School District	59.70%
2004	MARO - Not NYC	SUFFOLK	Amityville Union Free School District	58.90%
2004	MARO - Not NYC	SUFFOLK	Wyandanch Union Free School District	58.10%
2004	MARO - Not NYC	ORANGE	Port Jervis City School District	53.50%
2004	MARO - Not NYC	SUFFOLK	Greenport Union Free School District	51.40%
2004	MARO - Not NYC	WESTCHESTER	New Rochelle City School District	50.60%
2004	MARO - Not NYC	SULLIVAN	Monticello Central School District	49.90%
2004	MARO - Not NYC	SUFFOLK	Copiague Union Free School District	48.80%
2004	MARO - Not NYC	SULLIVAN	Roscoe Central School District	48.60%
2004	MARO - Not NYC	WESTCHESTER	White Plains City School District	47.30%
2004	MARO - Not NYC	WESTCHESTER	Union Free School District Of The Tarrytowns	47.20%
2004	MARO - Not NYC	ULSTER	Ellenville Central School District	46.50%
2004	MARO - Not NYC	SULLIVAN	Livingston Manor Central School District	46.30%
2004	MARO - Not NYC	DUTCHESS	Beacon City School District	46.20%
2004	MARO - Not NYC	NASSAU	Uniondale Union Free School District	46.10%
2004	MARO - Not NYC	SUFFOLK	William Floyd Union Free School District	46.10%
2004	MARO - Not NYC	NASSAU	Freeport Union Free School District	46.00%
2004	MARO - Not NYC	WESTCHESTER	Ossining Union Free School District	42.50%
2004	MARO - Not NYC	NASSAU	Glen Cove City School District	42.30%
2004	MARO - Not NYC	NASSAU	Elmont Union Free School District	42.10%
2004	MARO - Not NYC	ULSTER	Kingston City School District	41.50%
2004	MARO - Not NYC	WESTCHESTER	Greenburgh Central School District	40.80%
2004	MARO - Not NYC	NASSAU	Lawrence Union Free School District	39.70%
2004	MARO - Not NYC	ROCKLAND	Haverstraw-Stony Point Central School District (North Rockland)	38.60%
2004	MARO - Not NYC	SUFFOLK	Bay Shore Union Free School District	37.50%
2004	MARO - Not NYC	DUTCHESS	Northeast Central School District	35.90%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	MARO - Not NYC	SUFFOLK	South Country Central School District	35.60%
2004	MARO - Not NYC	SUFFOLK	Riverhead Central School District	35.60%
2004	MARO - Not NYC	SUFFOLK	Huntington Union Free School District	34.80%
2004	MARO - Not NYC	NASSAU	Malverne Union Free School District	30.90%
2004	MARO - Not NYC	WESTCHESTER	Elmsford Union Free School District	30.20%
2004	MARO - Not NYC	ORANGE	Highland Falls Central School District	29.90%
2004	MARO - Not NYC	SULLIVAN	Sullivan West Central School District	29.90%
2004	MARO - Not NYC	SUFFOLK	South Huntington Union Free School District	27.20%
2004	MARO - Not NYC	ULSTER	Saugerties Central School District	27.10%
2004	MARO - Not NYC	SUFFOLK	Longwood Central School District	27.00%
2004	MARO - Not NYC	NASSAU	Long Beach City School District	26.30%
2004	MARO - Not NYC	ULSTER	Rondout Valley Central School District	25.90%
2004	MARO - Not NYC	DUTCHESS	Pine Plains Central School District	25.80%
2004	MARO - Not NYC	DUTCHESS	Hyde Park Central School District	25.30%
2004	MARO - Not NYC	ORANGE	Pine Bush Central School District	24.70%
2004	MARO - Not NYC	NASSAU	Island Park Union Free School District	24.10%
2004	MARO - Not NYC	DUTCHESS	Dover Union Free School District	23.30%
2004	MARO - Not NYC	SUFFOLK	North Babylon Union Free School District	23.00%
2004	MARO - Not NYC	ULSTER	Wallkill Central School District	22.80%
2004	MARO - Not NYC	ULSTER	Highland Central School District	22.60%
2004	MARO - Not NYC	ULSTER	Onteora Central School District	22.10%
2004	MARO - Not NYC	SULLIVAN	Tri-Valley Central School District	22.00%
2004	MARO - Not NYC	ORANGE	Valley Central School District (Montgomery)	21.80%
2004	MARO - Not NYC	ROCKLAND	Nyack Union Free School District	20.90%
2004	MARO - Not NYC	ULSTER	Marlboro Central School District	20.60%
2004	MARO - Not NYC	ULSTER	New Paltz Central School District	20.60%
2004	MARO - Not NYC	SULLIVAN	Eldred Central School District	19.30%
2004	MARO - Not NYC	NASSAU	Valley Stream 30 Union Free School District	19.10%
2004	MARO - Not NYC	SUFFOLK	Patchogue-Medford Union Free School District	19.00%
2004	MARO - Not NYC	SUFFOLK	West Babylon Union Free School District	18.20%
2004	MARO - Not NYC	SUFFOLK	Babylon Union Free School District	17.90%
2004	MARO - Not NYC	SUFFOLK	Islip Union Free School District	17.50%
2004	MARO - Not NYC	SUFFOLK	Westhampton Beach Union Free School District	17.40%
2004	MARO - Not NYC	NASSAU	Mineola Union Free School District	16.70%
2004	MARO - Not NYC	SUFFOLK	Deer Park Union Free School District	16.30%
2004	MARO - Not NYC	ORANGE	Minisink Valley Central School District	15.70%
2004	MARO - Not NYC	NASSAU	West Hempstead Union Free School District	15.60%
2004	MARO - Not NYC	SUFFOLK	Hampton Bays Union Free School District	15.60%
2004	MARO - Not NYC	SUFFOLK	Southampton Union Free School District	15.30%
2004	MARO - Not NYC	WESTCHESTER	Tuckahoe Union Free School District	15.20%
2004	MARO - Not NYC	NASSAU	Hicksville Union Free School District	15.10%
2004	MARO - Not NYC	ORANGE	Greenwood Lake Union Free School District	15.00%
2004	MARO - Not NYC	ORANGE	Florida Union Free School District	15.00%
2004	MARO - Not NYC	SUFFOLK	Lindenhurst Union Free School District	14.60%
2004	MARO - Not NYC	SUFFOLK	Middle Country Central School District	14.30%
2004	MARO - Not NYC	WESTCHESTER	Pocantico Hills Central School District	14.00%
2004	MARO - Not NYC	SUFFOLK	East Hampton Union Free School District	13.90%
2004	MARO - Not NYC	WESTCHESTER	Bedford Central School District	13.60%
2004	MARO - Not NYC	NASSAU	East Rockaway Union Free School District	13.30%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	MARO - Not NYC	SUFFOLK	Rocky Point Union Free School District	13.10%
2004	MARO - Not NYC	NASSAU	Farmingdale Union Free School District	13.00%
2004	MARO - Not NYC	SUFFOLK	Brookhaven-Comsewogue Union Free School District	13.00%
2004	MARO - Not NYC	SUFFOLK	Center Moriches Union Free School District	12.70%
2004	MARO - Not NYC	DUTCHESS	Wappingers Central School District	12.60%
2004	MARO - Not NYC	ORANGE	Washingtonville Central School District	12.60%
2004	MARO - Not NYC	ORANGE	Goshen Central School District	12.10%
2004	MARO - Not NYC	SUFFOLK	Shelter Island Union Free School District	12.00%
2004	MARO - Not NYC	DUTCHESS	Red Hook Central School District	11.90%
2004	MARO - Not NYC	ORANGE	Chester Union Free School District	11.70%
2004	MARO - Not NYC	DUTCHESS	Millbrook Central School District	11.60%
2004	MARO - Not NYC	DUTCHESS	Arlington Central School District	11.40%
2004	MARO - Not NYC	NASSAU	Port Washington Union Free School District	11.10%
2004	MARO - Not NYC	ORANGE	Tuxedo Union Free School District	11.00%
2004	MARO - Not NYC	WESTCHESTER	Dobbs Ferry Union Free School District	11.00%
2004	MARO - Not NYC	NASSAU	East Meadow Union Free School District	10.60%
2004	MARO - Not NYC	NASSAU	Oyster Bay-East Norwich Central School District	10.60%
2004	MARO - Not NYC	SUFFOLK	Sachem Central School District	10.40%
2004	MARO - Not NYC	PUTNAM	Putnam Valley Central School District	10.30%
2004	MARO - Not NYC	SUFFOLK	East Islip Union Free School District	10.10%
2004	MARO - Not NYC	NASSAU	Great Neck Union Free School District	9.90%
2004	MARO - Not NYC	PUTNAM	Brewster Central School District	9.90%
2004	MARO - Not NYC	SUFFOLK	East Quogue Union Free School District	9.70%
2004	MARO - Not NYC	SUFFOLK	Tuckahoe Common School District	9.60%
2004	MARO - Not NYC	SUFFOLK	Elwood Union Free School District	9.50%
2004	MARO - Not NYC	DUTCHESS	Spackenkill Union Free School District	9.30%
2004	MARO - Not NYC	SUFFOLK	Connetquot Central School District	9.30%
2004	MARO - Not NYC	SUFFOLK	South Manor Union Free School District	8.90%
2004	MARO - Not NYC	NASSAU	Valley Stream 13 Union Free School District	8.80%
2004	MARO - Not NYC	NASSAU	Carle Place Union Free School District	8.40%
2004	MARO - Not NYC	NASSAU	Franklin Square Union Free School District	8.10%
2004	MARO - Not NYC	ORANGE	Cornwall Central School District	8.10%
2004	MARO - Not NYC	WESTCHESTER	Valhalla Union Free School District	8.00%
2004	MARO - Not NYC	PUTNAM	Carmel Central School District	7.90%
2004	MARO - Not NYC	SUFFOLK	Southold Union Free School District	7.80%
2004	MARO - Not NYC	NASSAU	Levittown Union Free School District	7.40%
2004	MARO - Not NYC	ORANGE	Monroe-Woodbury Central School District	7.40%
2004	MARO - Not NYC	ROCKLAND	Ramapo Central School District (Suffern)	7.30%
2004	MARO - Not NYC	ORANGE	Warwick Valley Central School District	7.20%
2004	MARO - Not NYC	SUFFOLK	Half Hollow Hills Central School District	7.20%
2004	MARO - Not NYC	ROCKLAND	Nanuet Union Free School District	7.10%
2004	MARO - Not NYC	NASSAU	Island Trees Union Free School District	7.00%
2004	MARO - Not NYC	SUFFOLK	Harborfields Central School District	7.00%
2004	MARO - Not NYC	NASSAU	Hewlett-Woodmere Union Free School District	6.80%
2004	MARO - Not NYC	WESTCHESTER	Lakeland Central School District	6.70%
2004	MARO - Not NYC	DUTCHESS	Rhinebeck Central School District	6.50%
2004	MARO - Not NYC	NASSAU	Roslyn Union Free School District	6.50%
2004	MARO - Not NYC	WESTCHESTER	Hendrick Hudson Central School District	6.50%
2004	MARO - Not NYC	DUTCHESS	Pawling Central School District	6.40%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	MARO - Not NYC	NASSAU	Locust Valley Central School District	6.40%
2004	MARO - Not NYC	WESTCHESTER	Harrison Central School District	6.40%
2004	MARO - Not NYC	NASSAU	Plainedge Union Free School District	6.30%
2004	MARO - Not NYC	NASSAU	Bethpage Union Free School District	6.20%
2004	MARO - Not NYC	ROCKLAND	Clarkstown Central School District	6.20%
2004	MARO - Not NYC	NASSAU	Oceanside Union Free School District	5.60%
2004	MARO - Not NYC	NASSAU	North Bellmore Union Free School District	5.30%
2004	MARO - Not NYC	ROCKLAND	South Orangetown Central School District	5.20%
2004	MARO - Not NYC	SUFFOLK	Northport-East Northport Union Free School District	4.90%
2004	MARO - Not NYC	SUFFOLK	Sayville Union Free School District	4.60%
2004	MARO - Not NYC	NASSAU	Manhasset Union Free School District	4.40%
2004	MARO - Not NYC	NASSAU	North Shore Central School District	4.30%
2004	MARO - Not NYC	SUFFOLK	Hauppauge Union Free School District	4.20%
2004	MARO - Not NYC	WESTCHESTER	Mount Pleasant Central School District	4.20%
2004	MARO - Not NYC	SUFFOLK	Miller Place Union Free School District	4.10%
2004	MARO - Not NYC	SUFFOLK	Mattituck-Cutchogue Union Free School District	4.10%
2004	MARO - Not NYC	NASSAU	Floral Park-Bellerose Union Free School District	4.00%
2004	MARO - Not NYC	SUFFOLK	Bayport-Blue Point Union Free School District	3.90%
2004	MARO - Not NYC	WESTCHESTER	Somers Central School District	3.90%
2004	MARO - Not NYC	SUFFOLK	Port Jefferson Union Free School District	3.70%
2004	MARO - Not NYC	SUFFOLK	West Islip Union Free School District	3.70%
2004	MARO - Not NYC	PUTNAM	Mahopac Central School District	3.60%
2004	MARO - Not NYC	SUFFOLK	Kings Park Central School District	3.50%
2004	MARO - Not NYC	NASSAU	North Merrick Union Free School District	3.40%
2004	MARO - Not NYC	ROCKLAND	Pearl River Union Free School District	3.30%
2004	MARO - Not NYC	PUTNAM	Haldane Central School District	3.20%
2004	MARO - Not NYC	NASSAU	Plainview-Old Bethpage Central School District	3.00%
2004	MARO - Not NYC	WESTCHESTER	Pelham Union Free School District	2.90%
2004	MARO - Not NYC	NASSAU	Massapequa Union Free School District	2.80%
2004	MARO - Not NYC	SUFFOLK	Smithtown Central School District	2.80%
2004	MARO - Not NYC	SUFFOLK	Eastport Union Free School District	2.80%
2004	MARO - Not NYC	NASSAU	Herricks Union Free School District	2.70%
2004	MARO - Not NYC	WESTCHESTER	North Salem Central School District	2.70%
2004	MARO - Not NYC	NASSAU	Seaford Union Free School District	2.60%
2004	MARO - Not NYC	NASSAU	Rockville Centre Union Free School District	2.60%
2004	MARO - Not NYC	SUFFOLK	Commack Union Free School District	2.60%
2004	MARO - Not NYC	SUFFOLK	Remsenburg-Speonk Union Free School District	2.20%
2004	MARO - Not NYC	WESTCHESTER	Yorktown Central School District	2.20%
2004	MARO - Not NYC	SUFFOLK	Three Village Central School District	2.10%
2004	MARO - Not NYC	WESTCHESTER	Hastings-On-Hudson Union Free School District	2.10%
2004	MARO - Not NYC	SUFFOLK	Mount Sinai Union Free School District	2.00%
2004	MARO - Not NYC	SUFFOLK	East Moriches Union Free School District	2.00%
2004	MARO - Not NYC	NASSAU	Bellmore Union Free School District	1.80%
2004	MARO - Not NYC	WESTCHESTER	Ardsley Union Free School District	1.70%
2004	MARO - Not NYC	NASSAU	Wantagh Union Free School District	1.60%
2004	MARO - Not NYC	WESTCHESTER	Rye Neck Union Free School District	1.40%
2004	MARO - Not NYC	WESTCHESTER	Katonah-Lewisboro Union Free School District	1.20%
2004	MARO - Not NYC	WESTCHESTER	Mamaroneck Union Free School District	1.20%
2004	MARO - Not NYC	WESTCHESTER	Rye City School District	1.20%

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	MARO - Not NYC	NASSAU	East Williston Union Free School District	1.10%
2004	MARO - Not NYC	NASSAU	Lynbrook Union Free School District	0.90%
2004	MARO - Not NYC	NASSAU	Jericho Union Free School District	0.90%
2004	MARO - Not NYC	SUFFOLK	Shoreham-Wading River Central School District	0.80%
2004	MARO - Not NYC	WESTCHESTER	Chappaqua Central School District	0.60%
2004	MARO - Not NYC	WESTCHESTER	Byram Hills Central School District	0.50%
2004	MARO - Not NYC	WESTCHESTER	Briarcliff Manor Union Free School District	0.30%
2004	MARO - Not NYC	NASSAU	Syosset Central School District	0.10%
2004	MARO - Not NYC	WESTCHESTER	Eastchester Union Free School District	0.10%
2004	MARO - Not NYC	NASSAU	Baldwin Union Free School District	0
2004	MARO - Not NYC	NASSAU	Garden City Union Free School District	0
2004	MARO - Not NYC	NASSAU	Valley Stream 24 Union Free School District	0
2004	MARO - Not NYC	NASSAU	Merrick Union Free School District	0
2004	MARO - Not NYC	NASSAU	Valley Stream Central High School District	0
2004	MARO - Not NYC	NASSAU	Sewanhaka Central High School District	0
2004	MARO - Not NYC	NASSAU	Bellmore-Merrick Central High School District	0
2004	MARO - Not NYC	NASSAU	New Hyde Park-Garden City Park Union Free School District	0
2004	MARO - Not NYC	PUTNAM	Garrison Union Free School District	0
2004	MARO - Not NYC	ROCKLAND	Edwin Gould Academy-Ramapo Ufsd	0
2004	MARO - Not NYC	SUFFOLK	Eastport-South Manor Central High School District	0
2004	MARO - Not NYC	SUFFOLK	Wainscott Common School District	0
2004	MARO - Not NYC	SUFFOLK	Amagansett Union Free School District	0
2004	MARO - Not NYC	SUFFOLK	Springs Union Free School District	0
2004	MARO - Not NYC	SUFFOLK	Sag Harbor Union Free School District	0
2004	MARO - Not NYC	SUFFOLK	Montauk Union Free School District	0
2004	MARO - Not NYC	SUFFOLK	Cold Spring Harbor Central School District	0
2004	MARO - Not NYC	SUFFOLK	Fire Island Union Free School District	0
2004	MARO - Not NYC	SUFFOLK	Quogue Union Free School District	0
2004	MARO - Not NYC	SUFFOLK	Sagaponack Common School District	0
2004	MARO - Not NYC	SUFFOLK	Oysterponds Union Free School District	0
2004	MARO - Not NYC	SUFFOLK	Fishers Island Union Free School District	0
2004	MARO - Not NYC	SUFFOLK	New Suffolk Common School District	0
2004	MARO - Not NYC	ULSTER	West Park Union Free School District	0
2004	MARO - Not NYC	WESTCHESTER	Croton-Harmon Union Free School District	0
2004	MARO - Not NYC	WESTCHESTER	Bronxville Union Free School District	0
2004	MARO - Not NYC	WESTCHESTER	Irvington Union Free School District	0
2004	MARO - Not NYC	WESTCHESTER	Edgemont Union Free School District	0
2004	MARO - Not NYC	WESTCHESTER	Greenburgh-North Castle Union Free School District	0
2004	MARO - Not NYC	WESTCHESTER	Hawthorne-Cedar Knolls Union Free School District	0
2004	MARO - Not NYC	WESTCHESTER	Pleasantville Union Free School District	0
2004	MARO - Not NYC	WESTCHESTER	Blind Brook-Rye Union Free School District	0

## Percent of Students Eligible for Free and Reduced Lunch in NYS School Districts\*

YEAR	REGION NAME	COUNTY NAME	DISTRICT NAME	FL RL PERCENTAGE**
2004	MARO - Not NYC	WESTCHESTER	Scarsdale Union Free School District	0
<b>MARO</b>				
2004	MARO - NYC	New York	N Y C Alternative Hs District	100.00%
2004	MARO - NYC	New York	Manhattan 6	93.70%
2004	MARO - NYC	New York	Brooklyn 32	93.10%
2004	MARO - NYC	New York	Brooklyn 23	92.60%
2004	MARO - NYC	New York	Brooklyn 14	92.00%
2004	MARO - NYC	New York	Brooklyn 19	92.00%
2004	MARO - NYC	New York	Brooklyn 13	91.80%
2004	MARO - NYC	New York	Bronx 12	91.10%
2004	MARO - NYC	New York	Bronx 9	90.60%
2004	MARO - NYC	New York	Manhattan 4	90.00%
2004	MARO - NYC	New York	Manhattan 5	88.80%
2004	MARO - NYC	New York	Queens 30	88.40%
2004	MARO - NYC	New York	Brooklyn 16	88.20%
2004	MARO - NYC	New York	Brooklyn 17	87.60%
2004	MARO - NYC	New York	Bronx 10	86.70%
2004	MARO - NYC	New York	Bronx 11	86.70%
2004	MARO - NYC	New York	Brooklyn 21	86.70%
2004	MARO - NYC	New York	Bronx 8	86.40%
2004	MARO - NYC	New York	Queens 27	85.50%
2004	MARO - NYC	New York	Bronx 7	83.90%
2004	MARO - NYC	New York	Brooklyn 20	82.50%
2004	MARO - NYC	New York	Queens 24	82.20%
2004	MARO - NYC	New York	Nyc Special Schools - District 75	81.50%
2004	MARO - NYC	New York	Manhattan 1	81.20%
2004	MARO - NYC	New York	New York	81.00%
2004	MARO - NYC	New York	Queens 29	79.80%
2004	MARO - NYC	New York	Queens 28	78.90%
2004	MARO - NYC	New York	Brooklyn 18	78.40%
2004	MARO - NYC	New York	Brooklyn 15	78.00%
2004	MARO - NYC	New York	Brooklyn 22	78.00%
2004	MARO - NYC	New York	Queens 25	69.40%
2004	MARO - NYC	New York	Manhattan 3	66.90%
2004	MARO - NYC	New York	Manhattan 2	52.40%
2004	MARO - NYC	New York	Richmond 31	51.40%
2004	MARO - NYC	New York	Queens 26	38.20%
*Data Source: "Chapter 655 Report to the Governor and the Legislature on the Educational Status of the State's Schools - Submitted July, 2005", Volume 2(School & County-Level Data), Tab 1				
**0 = No Data Available				