

DATE 11/18/09
~~APPROVED~~ 3-0

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the ~~Instructions for Preparation of Non-Competitive Procurement Form~~ on the reverse side.

~~APPROVED~~
 CONDITIONALLY APPROVED
 RETURN TO DEPT.
 DISAPPROVED

Request that negotiations be conducted only with Radiation Monitoring Devices (RMD) for the product and/or services described herein.
 (Name of Person or Firm)

This is a request for _____ (One-Time Contractor Requisition # HSV03, copy attached) or Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the

Childhood Lead Poisoning Prevention (Attach List) Pre-Assigned Specification No. _____
 (Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____ Company or Agency Name: RMD
 Specification # 78294 Contract or Program Description: _____
 Modification #: _____ (Attach List, if multiple)

L. Cannon 312 746-7824 _____ Childhood Lead Poisoning Prev _____
 Originator Name Telephone Signature Department Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input checked="" type="checkbox"/> PROCUREMENT HISTORY
SEE ATTACHED
<input checked="" type="checkbox"/> ESTIMATED COST
SEE ATTACHED
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS
SEE ATTACHED
<input type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY
SEE ATTACHED
<input type="checkbox"/> OTHER

APPROVED BY: [Signature] 6/26/09 [Signature] 08/23/09
 DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRMAN DATE
 CHIEF PROCUREMENT OFFICER APPROVAL DATE



City of Chicago
Richard M. Daley, Mayor

Department of Public Health

Terry Mason, M.D., F.A.C.S.
Commissioner

333 South State Street
Chicago, Illinois 60604
(312) 747-9884
(312) 747-9888 (24 hours)

<http://www.cityofchicago.org/health>

MEMORANDUM

Date: June 26, 2009

To: Montel M. Gayles
Chief Procurement Officer

From: Terry Mason, M.D., F.A.C.S.
Commissioner

Re: Request for a Sole Source contract with
RMD Instruments, Corp.

The Chicago Department of Public Health (CDPH) requests the establishment of a Sole Source contract with RMD Instruments, Corp. for maintenance and repair of the LPA-1 Lead Paint Spectrum Analyzers.

The Chicago Department Public Health, Lead Poisoning Prevention Program has nineteen LPA-1 Lead Paint Spectrum Analyzers used by the building construction inspectors to identify lead based paint hazards in dwellings occupied by children under six years of age.

The vendor RMD Instruments is the manufacturer of the LPA-1 Lead Paint Spectrum Analyzers and the sole provider for providing the calibration, maintenance, and repair for the analyzers. Therefore, CDPH is requesting a sole source contract for RMD Instruments, Corp.

Thank you for your assistance in this matter. If you have any questions or need additional information, please contact Maribel Valdez at 312-747-8828.

Cc: Gustavo Giraldo
Latonya Cannon
File



DPS PROJECT CHECKLIST

For DPS Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____
CA/CN's Name	_____

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

GENERAL INFORMATION:

Date: 9/22/09 Contact Person: Maribel Valdez
 REQ No.: 45603 Tel: 7-8828 Fax: 7-9398 E-mail: @cityofchicago.org
 Specification No.: (if known): 78294 Project Manager: Latonya Cannon
 PO No.: (if known): Tel: 6-7824 Fax: 7-9398 E-mail: @cityofchicago.org
 Modification No.: (if known): Previous PO No.: (if known):
 Project Description: CALIBRATION, MAINTENANCE AND REPAIR OF LPA-1 LEAD PAINT SPECTRUM ANALYZERS

FUNDING:

City: Corporate Bond Enterprise Grant* Other
 State: IDOT/Transit IDOT/Highway Grant* Other
 Federal: FHWA FTA FAA Grant* Other

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
001	008	0248	041	3056	0100	220140			08FC50	297127

Estimated Value \$297,127

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

The following is a general description of what should be included in a Scope of Services or Specification:
 A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST
 Blanket Agreement
 Standard Agreement
 Small Orders

MOD/AMENDMENT
 Time Extension
 Vendor Limit Increase
 Scope Change/Price Increase/Additional Line Item(s)
 Other (specify):

FORMS: Requisition Special Approvals Non-Competitive Review Board (NCRB)

CONTRACT TERM: 3YRS Requested Term (number of months): 9/1/10 8/31/2013

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? Yes No Requesting Site Visit? Yes No

DPS PROJECT CHECKLIST

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

If applicable, Pre-Qualification Category No. Category Description:

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other (fill in)

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications.

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No

Will work be performed within 50 feet of CTA or ATS structure or property? Yes No

Will work be performed airside? Yes No

***NOTE:** Any non-construction Aviation request, complete the applicable section.

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

If Modification request, please verify and provide the following:

Contractor's Name: RMD INSTRUMENTS, CORP

Contractor's Address: 44 HUNT STREE

WATERTOWN, MA 02472-4699

Contractor's e-mail Address: www.rmdinc.com

Contractor's Phone Number: 617-668-8901

Contractor's Contact Person: Sia Afshari

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 041-3056 LEAD PREVENTION PROGRAM 50 W WASHINGTON Chicago, IL 60601	REQUISITION: 45603 PAGE: 1 DEPARTMENT: 41 - DEPARTMENT OF HEALTH PREPARER: Maribel E Valdez NEEDED: APPROVED: 9/21/2009
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REQUISITION DESCRIPTION

NEW CONTRACT FOR RMD INSTRUMENTS, CORP. FOR CALIBRATION, MAINTENANCE AND REPAIR OF LPA-1 LEAD PAINT SPECTRUM ANALYZERS
 SPECIFICATION NUMBER: 78294

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	1938005110	2,675.00	Each	0.00	0.00						
RADIOACTIVE SOURCE REPLACEMENT - RADIOACTIVE , FOR THE LPA-1 LEAD PAINT SPECTRUM ANALYZER, INCLUDES INSTALLATION OF NEW, DISPOSAL OF USED, INSTRUMENT UPDATES, IF APPLICABLE AND FEDERAL EXPRESS 2 DAY SHIPPING SUGGESTED VENDOR: RMD REQUESTED BY: Maribel E Valdez											
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
2	9488010100	225.00	Each	0.00	0.00						
LPA-1 REPAIR PARTS - ACCESSORIES, LPA-1 BATTERY PACK W/ADAPTER CABLE SUGGESTED VENDOR: RMD REQUESTED BY: Maribel E Valdez											
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
3	9488010200	175.00	Each	0.00	0.00						
LPA-1 REPAIR PARTS - ACCESSORIES, LPA-1 BATTERY CHARGER SUGGESTED VENDOR: RMD REQUESTED BY: Maribel E Valdez											
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
4	9488010300	85.00	Each	0.00	0.00						
LPA-1 REPAIR PARTS - ACCESSORIES, INTERFACE/DOWNLOAD CABLE SUGGESTED VENDOR: RMD REQUESTED BY: Maribel E Valdez											
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose.
 Requisitions prepared incorrectly will be returned to the using department.

**CITY OF CHICAGO
 PURCHASE REQUISITION**

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DELIVER TO: 041-3056 LEAD PREVENTION PROGRAM 50 W WASHINGTON Chicago, IL 60601	REQUISITION: 45603 PAGE: 2 DEPARTMENT: 41 - DEPARTMENT OF HEALTH PREPARER: Maribel E Valdez NEEDED: APPROVED: 9/21/2009
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REQUISITION DESCRIPTION

NEW CONTRACT FOR RMD INSTRUMENTS, CORP. FOR CALIBRATION, MAINTENANCE AND REPAIR OF LPA-1 LEAD PAINT SPECTRUM ANALYZERS
 SPECIFICATION NUMBER: 78294

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
5	9488010400	50.00	Each	0.00	0.00						
LPA-1 REPAIR PARTS - ACCESSORIES, CALIBRATION BLOCK (WOOD 1.0MG/CM2)											
SUGGESTED VENDOR: RMD			REQUESTED BY: Maribel E Valdez								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
6	9488010500	175.00	Each	0.00	0.00						
LPA-1 REPAIR PARTS - ACCESSORIES, STABILIZER											
SUGGESTED VENDOR: RMD			REQUESTED BY: Maribel E Valdez								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
7	9488010600	250.00	Each	0.00	0.00						
LPA-1 REPAIR PARTS - ACCESSORIES, INSTRUMENT CASE											
SUGGESTED VENDOR: RMD			REQUESTED BY: Maribel E Valdez								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
8	9488010700	20.00	Each	0.00	0.00						
LPA-1 REPAIR PARTS - ACCESSORIES, USER'S GUIDE											
SUGGESTED VENDOR: RMD			REQUESTED BY: Maribel E Valdez								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

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 Requisitions prepared incorrectly will be returned to the using department.

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 041-3056 LEAD PREVENTION PROGRAM 50 W WASHINGTON Chicago, IL 60601	REQUISITION: 45603 PAGE: 3 DEPARTMENT: 41 - DEPARTMENT OF HEALTH PREPARER: Maribel E Valdez NEEDED: APPROVED: 9/21/2009
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REQUISITION DESCRIPTION

NEW CONTRACT FOR RMD INSTRUMENTS, CORP. FOR CALIBRATION, MAINTENANCE AND REPAIR OF LPA-1 LEAD PAINT SPECTRUM ANALYZERS
 SPECIFICATION NUMBER: 79294

COMMODITY INFORMATION

LINE ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST							
9 9488010800 LPA-1 REPAIR PARTS - ACCESSORIES, WORK SHEETS	24.00	Each	0.00	0.00							
SUGGESTED VENDOR: RMD		REQUESTED BY: Maribel E Valdez									
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

LINE ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST							
10 9488010010 LPA-1 REPAIR PARTS - BEZEL WINDOW ASSEMBLY	175.00	Each	0.00	0.00							
SUGGESTED VENDOR: RMD		REQUESTED BY: Maribel E Valdez									
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

LINE ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST							
11 9488010020 LPA-1 REPAIR PARTS - DETECTOR	1,650.00	Each	0.00	0.00							
SUGGESTED VENDOR: RMD		REQUESTED BY: Maribel E Valdez									
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

LINE ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST							
12 9488010030 LPA-1 REPAIR PARTS - PC BOARD ASSEMBLY	1,870.00	Each	0.00	0.00							
SUGGESTED VENDOR: RMD		REQUESTED BY: Maribel E Valdez									
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

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 Requisitions prepared incorrectly will be returned to the using department.

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 041-3056 LEAD PREVENTION PROGRAM 50 W WASHINGTON Chicago, IL 60601	REQUISITION: 45603 PAGE: 4 DEPARTMENT: 41 - DEPARTMENT OF HEALTH PREPARER: Maribel E Valdez NEEDED: APPROVED: 9/21/2009
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REQUISITION DESCRIPTION

NEW CONTRACT FOR RMD INSTRUMENTS, CORP. FOR CALIBRATION, MAINTENANCE AND REPAIR OF LPA-1 LEAD PAINT SPECTRUM ANALYZERS
 SPECIFICATION NUMBER: 78294

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
13	9488010040 LPA-1 REPAIR PARTS - HOUSING ASSEMBLY	1,320.00	Each	0.00	0.00						
SUGGESTED VENDOR: RMD						REQUESTED BY: Maribel E Valdez					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
14	9488010060 LPA-1 REPAIR PARTS - DISPLAY/OPTICAL FILTER	275.00	Each	0.00	0.00						
SUGGESTED VENDOR: RMD						REQUESTED BY: Maribel E Valdez					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
15	9488010070 LPA-1 REPAIR PARTS - TRIGGER	125.00	Each	0.00	0.00						
SUGGESTED VENDOR: RMD						REQUESTED BY: Maribel E Valdez					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
16	9488010950 LPA-1 REPAIR PARTS - TRIGGER SWITCH	50.00	Each	0.00	0.00						
SUGGESTED VENDOR: RMD						REQUESTED BY: Maribel E Valdez					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00

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**CITY OF CHICAGO
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DELIVER TO: 041-3056 LEAD PREVENTION PROGRAM 50 W WASHINGTON Chicago, IL 60601	REQUISITION: 45603 PAGE: 5 DEPARTMENT: 41 - DEPARTMENT OF HEALTH PREPARER: Maribel E Valdez NEEDED: APPROVED: 9/21/2009
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REQUISITION DESCRIPTION

NEW CONTRACT FOR RMD INSTRUMENTS, CORP. FOR CALIBRATION, MAINTENANCE AND REPAIR OF LPA-1 LEAD PAINT SPECTRUM ANALYZERS
 SPECIFICATION NUMBER: 78294

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
17	9488010080 LPA-1 REPAIR PARTS - BIAS BATTERY	25.00	Each	0.00	0.00						
SUGGESTED VENDOR: RMD						REQUESTED BY: Maribel E Valdez					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
18	9488010090 LPA-1 REPAIR PARTS - COLLIMATOR	90.00	Each	0.00	0.00						
SUGGESTED VENDOR: RMD						REQUESTED BY: Maribel E Valdez					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
19	8458720750 ANALYZERS, LEAD BASED PAINT FLUORESCENT SPECTRUM (INCLUDING PARTS AND ACCESSORIES) - DE-SOURCE OF THE LPA LEAD PAINT SPECTRUM ANALYZER	700.00	Each	0.00	0.00						
SUGGESTED VENDOR: RMD						REQUESTED BY: Maribel E Valdez					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
20	9488010900 LPA-1 REPAIR PARTS - LABOR	90.00	Hour	0.00	0.00						
SUGGESTED VENDOR: RMD						REQUESTED BY: Maribel E Valdez					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	008	0248	0413056	0100	220140	0000	00000000	08FC50	00000	0000	0.00
LINE TOTAL:											0.00
REQUISITION TOTAL:											0.00

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RMD Instruments, Corp.

September 18, 2009

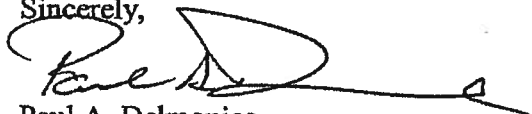
Maribel Valdez
Chief Contract Expediter
333 S. State, Suite 200
Chicago, IL 60604
Phone 312-747-8828
Fax 312-747-9398

Hello Ms. Valdez,

RMD Instruments, Corp is not interested in extending the existing contract PO#9288 at the maximum 5% price increase. We would like the pricing on the new contract to reflect the price quote which we provided to the City of Chicago back on July 2, 2009. An updated copy of this quote is included.

If you have any questions or require additional information, please let me know.

Sincerely,



Paul A. Delmonico
Sales Coordinator

RMD Instruments, Corp.

September 19, 2009

Ms Muriel Buckner
Department of Public Health
City of Chicago
333 South State Street, Suite 200
Chicago, IL 60604
Tel: 312-747-8828

Quotation No. 032409-SA-01

ITEM:

Source Replacement for LPA-1 Lead Paint Spectrum Analyzer.

DESCRIPTION:

The source Replacement procedure includes:


- A. Removal and disposal of the old source.
- B. Installation of a new radioactive material source.
- C. Upgrade of the Firmware with the latest version.
- D. Calibration of the Instruments based on the NIST standards.
- E. Stability Test and evaluation of system's performance.
- F. Performing Leak Test According to the regulation and issue a certificate
- G. Package and Shipment of the system back to DOH according to the DOT regulations.

PRICE:

	<i>Unit Price</i>	<i>Qty</i>	<i>Extended Price</i>
Source replacement	\$2,675.00	19	\$50,825.00

TERMS and DELIVERY:

Payments in 60 days after each source change as service rendered.
Written Agency P.O. is required.
Quotation valid for 90 days from date listed above.
Prices valid for the length of the contract.
Delivery: 7-10 Days from the date of receiving the system as scheduled.


Paul Delmonico
Sales Coordinator

RMD Instruments, Corp.

September 18, 2009

LPA-1 Parts Price List:

<u>Accessories:</u>	<u>Part Number</u>	<u>List Price</u>
LPA-1 Source Replacement:	LP-1100-00	\$2,675.00
LPA-1 Battery Pack w/adapter cable	LP-0500-00	\$225.00
LPA-1 Battery Charger	LP-0201-50 + SC-0202-00	\$175.00
Interface/Download Cable	LP-0600-00	\$85.00
Calibration Block (wood 1.0 mg/cm ²)	LP-0900-00	\$50.00
Stabilizer	LP-0058-00	\$175.00
Instrument Case	LP-0300-00	\$250.00
User's Guide	LP-0066-00	\$20.00
Work Sheets (Pack of 6)	LP-0800-00	\$24.00

Repair Parts:

Bezel /Window Assembly	LP-0055-00	\$175.00
Detector	LP-0001-00	\$1650.00
PC Board Assembly	LP-0020-00	\$1870.00
Housing Assembly	LP-0050-00	\$1320.00
Display/Optical Window Assembly	LP-0060-00 + LP-0047-50	\$275.00
Trigger	LP-0056-00	\$125.00
Trigger Switch	LP-0033-00	\$50.00
Bias Battery	LP-0038-00	\$25.00
Collimator	LP-0072-00	\$90.00

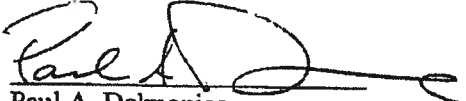
<u>Source Removal:</u>	SERVICE	\$700.00
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Service:

Repair Service:	SERVICE	\$90/hour
Warranty Repair:	LPA WRRNTY REPR	\$0.00

Description:

RMD Instruments handles each repair on individual basis. At the time an instrument is returned to RMD for repair, the system's operation is analyzed to determine the cause and parts needed for its repair. RMD notifies the customer upon its findings with the cost for the repair and the list of the required parts. Upon approval from the customer, issuance of a PO, the repair will take place.


Paul A. Delmonico
Sales Coordinator

RMD Instruments, Corp.

September 18, 2009

Ms. Muriel Buckner
Department of Public Health
City of Chicago
2133 West Lexington
Chicago, IL 60612
Tel: 312-746-7822

RMD Instruments Corp. is the manufacturer and the sole provider of service for the LPA-1 XRF analyzer. RMD Instruments Corp. is the only authorized entity for providing source, service, and calibration of the LPA-1 XRF analyzer.

Each XRF system must perform to its operation criteria as outlined by the EPA/HUD Performance Characteristic Sheet (PCS) document.

The PCS document defines a set of criteria for each system's operational performance and acceptance. These operation performance criteria are based on each system's calibration and proper operation. Each manufacturer is responsible for calibration of the XRF system and its performance meeting the requirements outlined in the HUD Chapter 7 Guidelines and set forth in the EPA/HUD PCS document for that specific system.

The calibration process for each XRF system is a composed of executing sophisticated set of algorithms unique to that system that require multiple measurements on a verity of substrates for assuring proper operation. Therefore, only the manufacturer or its authorized agent has access to these calibration routines and can verify the validity of the system's performance.

Furthermore, each system requires a unique radioactive source that must be installed by an authorized person working under a radioactive material license from a State regulatory authority or the NRC. This requirement limits the general use of radioactive material and makes each system's resource and operation restricted only to its manufacturer.

We hope this letter is sufficient in explaining the sole source requirement for the service of the above system.



Paul Delmonico
Sales Coordinator

RMD Instruments, Corp.

September 18, 2009

Chief Procurement Officer
Department of Procurement Services, City of Chicago
121 North La Salle Street, Room 403
Chicago, IL 60602

Re: MBE/WBE participation

Dear Sir/ Madam:

I am writing you in regard to the WBE/MBE/ DBE participation goals as it relates to our services provided to the City of Chicago for repair and maintenance of existing XRF analyzers.


We are respectfully requesting a waiver of the contract goals for DBE/MBE/WBE participation based on the following facts:

1. Proximity of the manufacturing location for this device (Watertown, MA) to the City of Chicago prohibits a full participation
2. The radioactive source required for this device is a specialty item and none of the listed agencies can provide or have an expertise in this area.
3. The requested item is for providing a specific service to an existing device. This device is a radiation measurement gauge that requires specialized training and certification for its maintenance, repair, and calibration.
4. The dollar value for each requested item, \$2,675.00, is not a substantial amount especially considering that the major portion of this amount is the cost of the radioactive material itself.
5. Our company, RMD Instruments, Corp employs 34 employees and it is considered as a small business.

We hope that this letter is satisfactory to your department.

Please let me know if you require any additional information or if I can be any assistance in this matter.

Sincerely,



Paul Delmonico
Sales Coordinator

Department: Chicago Department of Public Health
Program: Childhood Lead Poisoning Prevention Program
Radiation Monitoring Device (RMD)
Contract Period: September 1, 2010 – August 31, 2013
Contact Person: LaTonya Cannon, 312 747-9698

PROCUREMENT HISTORY:

The Chicago Department of Public Health (CDPH), Lead Poisoning Prevention Program are responsible for identifying lead based paint hazards in dwellings occupied by children under six years of age with lead poisoning. Young children, under the age of six, are the most likely to become lead poisoned. These children typically become poisoned by eating or breathing dust that is contaminated with lead from the old lead-based paint in their dwelling. Lead poisoning cause problems that make it hard for a child to learn, health problems and even kill. To determine if lead based paint exist in a dwelling, a CDPH building construction inspector must test the paint using a LPA-1 Analyzer.

The mission of the two federally funded U.S. Department of Housing and Urban Development (HUD) grants are to conduct inspections using the LPA-1 analyzer and risk assessments to identity lead based paint hazards in dwellings occupied by children less than 6 years of age and increase the number of affordable lead safe housing units by providing grant funds to income eligible property owners to repair lead based paint hazards. The Illinois Department of Public Health (IDPH) fee for service grant also requires the program to complete inspections using the LPA-1 analyzer to identify lead based paint hazards in dwellings.

CDPH purchased the LPA-1 Analyzers from RMD Instruments Corp in 1996. This contract allows for the provision to maintain (resource) and repair the machines required to identify lead based paint hazards in a dwelling under three grants. The LPA-1 analyzer contains a radioactive material and must be maintained though resourcing and timely repair to prevent injury to CDPH staff and the citizens of Chicago.

The contract is a continuation of PO 9288 expiring 8/31/10. RMD Instruments Corp is the manufacturer and the sole provider of service for the LPA-1 XRF analyzer. RMD Instruments Corp. is the only authorized entity for providing source, service and calibration of the LPA-1 XRF analyzer. For this reason, future competitive bidding is not possible. The program will continue to request doing business with the same source until the federal and state grant are no longer available.

Department: Chicago Department of Public Health
Program: Childhood Lead Poisoning Prevention Program
Radiation Monitoring Device (RMD)
Contract Period: September 1, 2010 – August 31, 2013
Contact Person: LaTonya Cannon, 312 747-9698

Estimated Cost:

The estimated cost will be \$55,825 per year under the HUD and IDPH grant for a total of \$279,127. The estimated cost per fiscal year will be \$55,285. The estimated cost is based on the cost of yearly resourcing and repairs attached. The proposed Contractor or City does not have a substantial dollar investment in original design, tooling or other factors, which will be duplicated at city expense if another source was considered. The estimated amount of \$55,825 per year has been agreed upon between CDPH and RMD Instruments Corp. The dollar value for each requested item is not a substantial amount especially considering that the major portion of this amount is the cost of the radioactive material itself.

Department: Chicago Department of Public Health
Program: Childhood Lead Poisoning Prevention Program
Radiation Monitoring Device (RMD)
Contract Period: September 1, 2010 – August 31, 2013
Contact Person: LaTonya Cannon, 312 747-9698

Scheduled Requirements:

1. The LPA-1 Analyzers must be maintained at least yearly according to the manufacture to increase the safety and efficiency.
2. RMD Instruments Corp is the manufacturer and the sole provider of service for the LPA-1 Analyzer. RMD Instruments Corp is the only authorized entity for providing source, service and calibration of the LPA-1 analyzer.
3. If the LPA-1 Analyzers are not resourced and repaired timely, radiation exposure could occur.
4. If delay in competitive bidding occurred, a reduction in the availability of LPA-1 Analyzers would cause;
 - a. The increase possibility of radiation exposure due to improper maintenance of equipment.
 - b. Reduction in staff productivity due to non-availability of LPA-1 Analyzer
 - c. Increased lead based paint exposure risks for children living in hazardous dwellings due to inability of the program to perform its function.

Department: Chicago Department of Public Health
Program: Childhood Lead Poisoning Prevention Program
Radiation Monitoring Device (RMD)
Contract Period: September 1, 2010 – August 31, 2013
Contact Person: LaTonya Cannon, 312 747-9698

Exclusive or Unique capability:

RMD Instruments Corp is the manufacturer and the sole provider of service for the LPA-1 analyzer. RMD Instruments Corp is the only authorized entity for providing source, service and calibration of the LPA-1 analyzer.

The calibration process for each XRF system is a composed of executing sophisticated set of algorithms unique to that system that require multiple measurements on a verity of substrates for assuring proper operation. Therefore, only the manufacturer or its authorized agent has access to these calibration routines and can verity the validity of the system's performance.

RMD has serviced the LPA-1 equipment since 1996.

Department: Chicago Department of Public Health
Program: Childhood Lead Poisoning Prevention Program
Radiation Monitoring Device (RMD)
Contract Period: September 1, 2010 – August 31, 2013
Contact Person: LaTonya Cannon, 312 747-9698

MBE/WBE Compliance Plan:

The RMD instrument Corp requests a waiver to completing the Minority Business Enterprise commitment and Women and Minority Business commitment. A wavier is currently active for RMD Instrument Corp as the sole source for the CDPH for this service.

Department: Chicago Department of Public Health
Program: Childhood Lead Poisoning Prevention Program
Radiation Monitoring Device (RMD)
Contract Period: September 1, 2010 – August 31, 2013
Contact Person: LaTonya Cannon, 312 747-9698

Other:

The following documents will be attached:

1. Chicago Department of Public Health Scope of Services related to RMD Instruments, Corp.
2. Sole source Justification
3. Waiver request for MDE/WBE participation
4. Source Replacement and Parts Price List for LPA-1 Analyzers

Department: Chicago Department of Public Health
Program: Childhood Lead Poisoning Prevention Program
Radiation Monitoring Device (RMD)
Contract Period: September 1, 2010 – August 31, 2013
Contact Person: LaTonya Cannon, 312 747-9698

Scope of Services

The Department of Public health will notify the contractor by phone that a LPA-1 Lead Paint Spectrum analyzer will be sent for Source Replacement, parts or Repair Service required. At the time the instrument is returned to the contractor, the contractor will analyze the equipment and prepare a written repair proposal for all parts and/or repair service required.

The Contractor, upon receipt of approval, in the form of a purchase order release, from an authorized representative of the Department of Public Health, can process with repairs. Once the repairs are completed Contractor will return the equipment to the Department of Public Health.

Source Replacement

The source replacement procedure includes:

- Removal and disposal of the old source.
- Installation of anew radioactive material sources.
- Upgrade of the Firmware with the latest version.
- Calibration of the Instruments based on the NIST standard
- Stability Test and evaluation of system's performance
- Performing Lead Test According to the regulation and issue certificate
- Package and Shipment of the system back to DOH according to the DOT regulations.

The Source Replacement procedure will be completed within five to seven business days. The cost for each Source Replacement will be 2,595 per unit. All cost associated with the Source Replacement will include and all peripheral cost(e.g. transportation, taxes, warranties, reports, tests, inspection, insurance, federal express 2 day shipping, etc).

Repair Service

The contractor will provide repair service for any repairs that are required after the expiration of the two year warranty, as requested by the Department of Public Health. The Department of Public Health will ship the equipment to the Contractor for repair. The Contractor will inspect the equipment and prepare a written repair proposal.

Repair service will be billed as follows:

- Hours of labor to repair the equipment and
- Cost of parts to repair the equipment

The contractor will provide all labor, material, transportation etc. necessary to perform the repair service specified herein.

Labor

All labor performed by the contractor, in the contractors shop facility will be billed at a straight time hourly rate as quoted herein. No overtime rates will be charged to the City.

The per man, hourly cost is \$90.00 per hour. All cost associated with the hourly rate, per repair person, for repairs services will include any and all peripheral cost (e.g. transportation, taxes, warranties, reports, tests, inspection, insurance, federal express 2 day shipping, etc).

Parts and Accessories

All costs associated with the purchase of repairs parts or accessories will include any and all peripheral cost (e.g. transportation, taxes, warranties, reports, tests, inspection, insurance, federal express 2 day shipping, etc).

Federal Express Shipping

The contractor will be responsible for shipping to and from the Contractor's facility, the LPA-1 lead Paint Spectrum Analyzer by Federal Express. If during the transit of such equipment it becomes lost, damaged, misplaced or leakage occurs, the Contractor will assume full responsibility, in which he will file with Federal Express, a lost shipment report, etc. The Contractor will notify the Department of Public Health within twenty-four (24) hours, by phone and by letter, after notification from Federal Express that the Equipment was lost in transit and what methods of contractor has taken to relocate the package. If the package cannot be located or for some reason the package becomes damaged and/or a leakage occurs, the Contractor will take full responsibility to resolve the issue with Federal Express and replace the unit to the department of Public Health at no charge. If the unit becomes a discontinued model, the Contractor will replace the whole unit with the latest model thereof, with the approval of the Department of Public health. The cost of Federal Express shipping is included in the unit cost of each Source Replacement. No additional charges are to be billed to the City.

WARRANTY

At a minimum, the Contractor hereby warrants the Source Replacement for a period of two(2) years from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period will commence on the first day the LPA-1 radioactive source is replaced and in service by the City. If a longer warranty can be furnished, at no additional cost to the city, the longer period will prevail.

TURN-AROUND TIME

Any unit which has been taken by the Contractor for repairs must be repaired and returned within five to seven (5-7) business days. If there are delays due to a lack of parts, insufficient manpower or other circumstances, the Contractor must notify the Department of Public Health immediately of the delay. If the unit is found to be irreparable, the Contractor is to notify the Using Department immediately and the Using Department will make a determination of what course of action to take.

If the cost to repair any piece of equipment exceeds fifty percent (50%) of the price to replace the entire unit, no work is to be performed without the Using Department approval.

TIME OF COMPLETION

It is understood and agreed that TIME IS OF THE ESSENCE in this Contract, and the Contractors will begin and prosecute to work covered by this Contract with all due diligence as to complete any repairs covered under the Contract with five to seven (5-7) business days after the date of notification to commence work by the Department of Public Health. If there are delays due to lack of parts or other circumstances, then the Contractor will notify the Department of Public Health or authorized representative.

IRREPARABLE EQUIPMENT

In the event the equipment is irreparable, the Contractor must provide a written explanation of the problems to the Department of Public Health and the Department will take necessary action with regard to the disposition of the equipment.

TESTS

In order to determine that the source Replacement, Parts, Accessories and Repair Service conform to this specification, industry or manufacturer standards, the City reserve the right to test and/or inspect the Source Replacement and/or repaired equipment before final acceptance, at no cost to the City. Other tests and measurements may also be performed, as determined by the City.

CERTIFICATES

At the time of delivery and acceptance by the City, the Contractor must furnish copies of all warranty certificates, inspection or testing certificates, as applicable, for all inspections, parts and repair services provided under this Contract.

WORK IN PROGRESS

Work in progress at the termination date of the Contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate its obligations under this contract until all work issued to it prior to the expiration of the Contract has been completed and accepted by the Department of Public health.

QUALITY OF REPAIR SERVICE

It is the intent, under this contract, to superior quality workmanship in all respects and to the satisfaction of the Department of Public Health.

Any unsatisfactory work that may be discovered before the final acceptance of the work must be corrected immediately. The inspection of the work will not relieve the Contractor of any of its obligations to perform proper and satisfactory work. In addition, all mechanical and electrically operated equipment furnished and installed under the various items of the Contract must be given such operating test as are necessary to demonstrate that it is in satisfactory operating condition and adjustment prior to the start of any operational test required by this Contract.

All maintenance and repair services performed under this contract must be performed by competent personnel, thoroughly trained and certified by the manufacturer or a nationally recognized institution or organization, where applicable. Maintenance and repair services must be performed in a workmanlike manner; using industry accepted practices and established

manufacturer procedures. The equipment repaired must be returned to its original intended operating function. All unsatisfactory repairs must be corrected by the Contractor at no expense to the City.

REPORTING REQUIREMENT

The contractor will submit all reports, checklists, testing results, schedules, etc. in any form, content, substance and at the intervals that may be required by this specification or as requested by the chief Procurement Officer or the Commissioner at any time during the Contract.

The contractor will submit a complete, detailed report, twice a year, on the general condition of the instrumentation, controls and systems, and recommendations for upgrading the systems. The first report will be submitted approximately six (6) months after start of the Contract, and every six (6) months thereafter with the final report due thirty (30) days prior to the expiration date of the must be submitted within fifteen (15) days each six (6) months point to the contract or no further contract.

All reports, checklist, testing results, schedules, etc. Will be furnished at no additional cost to the City.



Rod R. Blagojevich Governor
Damon I. Arnold, M.D., M.P.H. Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

September 5, 2008

Dear Administrator:

Enclosed please find your signed copy of the FY 2009 Grant Agreement for the Lead Poisoning Case Management with Environmental Investigation Services, for your records. In addition, please find a copy of the Lead Poisoning Prevention Act, Lead Poisoning Code and Lead Program Policy.

If you have any questions, please contact me at (217) 557-4519 or at sam.churchill@illinois.gov.

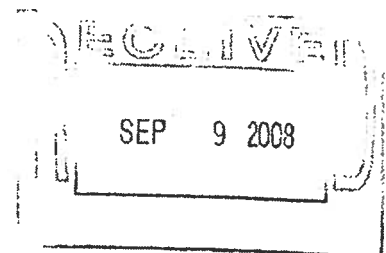
Sincerely,

A handwritten signature in black ink that reads "Sam Churchill".

Sam Churchill
Program Manager
Illinois Department of Public Health
Lead Program

Enc.

SC/sb



Improving public health, one community at a time

printed on recycled paper

Contract Form D (1/04)
Fiscal Year 2009

Contract #95380239
Appropriation 360-48250-4400-2100
PBC# 08-34505

**STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH**

Grant Agreement: Local Health Department

Lead Poisoning Case Management With Environmental Investigation Services

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department", and Chicago Department of Public Health, 333 South State Street, Room 300, Chicago, Illinois 60604, hereinafter referred to as the "Grantee", hereby agree as follows:

1. Services:

- 1.1 The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this grant agreement.

The Grantee is hereby designated a delegate agency for the purpose of implementing the provisions of the Lead Poisoning Prevention Act [410 ILCS 45/1] and the Lead Poisoning Prevention Code (77 Ill. Adm. Code Part 845) as now stated and hereafter amended.

- 1.1.A. Grantee will provide childhood lead poisoning prevention services for children in the Grantee's jurisdiction, in accordance with the Lead Poisoning Prevention Act.
- 1.1.B. Grantee will comply with all state and federal statutes and administrative rules applicable to the provision of services pursuant to fulfillment of this grant agreement.
- 1.1.C. Grantee will provide case management for children identified with a confirmed blood lead level at or above 10 micrograms per deciliter using the appropriate available case management services and Department guidelines.
- 1.1.D. Grantee will participate in public awareness and education campaigns by providing information to local media, community organizations, and agencies regarding the problem of lead poisoning.
- 1.1.E. Grantee will ensure that staff assigned to the Lead Poisoning Prevention Case Management Program has received appropriate training including, but not limited to, the Lead Training Workshop and Illinois Lead Elimination Activities Database (ILEAD) software training.

- 1.1.F. Grantee will use the ILEAD System, provided by the Department, to collect and submit follow-up data including medical management, environmental inspections and mitigation or abatement data to the Department, for monitoring the delivery of services.
- 1.1.G. Grantee will provide quarterly reports and annual surveillance data, upon request, using the ILEAD System.
- 1.1.H. Grantee will, through use of the Department's Division of Laboratories, provide for screening and analysis of blood specimens of Illinois Department of Healthcare and Family Services (HFS) eligible children. Whenever possible, the Grantee will use the Division of Laboratories Services for private pay clients.
- 1.1.I. Grantee will maintain closed case records for a period of two years following the close of a successful audit. Medical records shall be maintained for the life of the client.
- 1.1.J. Grantee will provide the following environmental investigation services and agrees to act in compliance with the Lead Paint Poisoning Act [410 ILCS 45], the Illinois Lead Poisoning Prevention Code (77 Ill. Adm. Code 845), and the Division of Environmental Health Lead Program Policies (attached as Appendix A).
 - 1.1.J.1 Grantee will complete an environmental investigation and provide follow-up services for children:
 - 1.1.J.1.a. Age 36 months or less with a confirmed blood lead level at or greater than 10 micrograms per deciliter of blood;
 - 1.1.J.1.b. Age 37 months or older with a confirmed blood lead level at or greater than 20 micrograms per deciliter of blood, or;
 - 1.1.J.1.c. Age 37 months or older with a confirmed blood lead level of 15 micrograms per deciliter of blood, whose physician requests an inspection to determine if the child should be removed from the dwelling or building due to a lead hazard.
 - 1.1.J.2 Grantee shall submit environmental investigation information on an electronic reimbursement form for each dwelling investigation, (attached as Appendix B) reporting the following minimum information for each dwelling investigation:

- 1.1.J.2.a. Case Identification Number
- 1.1.J.2.b. Child's Name, Date of Birth, Address
- 1.1.J.2.c. Child's Medicaid Eligibility Status and Date of Medicaid Billing if Applicable
- 1.1.J.2.d. Date of Referral of Elevated Blood Lead Level
- 1.1.J.2.e. Date of Initial Inspection
- 1.1.J.2.f. Date of Mitigation Notice
- 1.1.J.2.g. Date of Mitigation Plan Acceptance
- 1.1.J.2.h. Date of Certificate of Compliance, or Stipulation Agreement, or Enforcement Referral

1.2 The Department shall:

- 1.2.A. Provide results of blood lead analysis performed by state and reference laboratories for children residing in the Grantee's jurisdiction.
 - 1.2.B. Provide training and consultation to Grantee's staff who provide follow-up guidance, nutrition counseling, and prevention counseling to families.
 - 1.2.C. Provide materials to assist the Grantee in providing public awareness and education.
 - 1.2.D. Provide training and technical assistance in the implementation of the ILEAD System for management of cases of elevated blood lead levels.
 - 1.2.E. Review and evaluate the Grantee's Lead Poisoning Prevention Program to determine program compliance and provide technical assistance.
- 1.3 No aspect of this grant agreement may be assigned to any other entity without prior written approval of the Department.
- 1.4 In connection with the services described in 1.1, the Department will pay the Grantee pursuant to Section 3 herein.
2. **Term:** The period of this grant agreement is July 1, 2008 through June 30, 2009; however, it may be terminated at any time during this period by either party upon written notice to the other party thirty (30) calendar days prior to the actual termination date. Upon termination, the Grantee shall be paid for work satisfactorily completed prior to the date of termination.

3. Compensation:

- 3.1 The grant award shall be an estimated amount of \$1,129,600.00.
- 3.2 Any and all obligations of the Department will cease immediately without penalty of further payment or any other penalty being required if the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this grant agreement.
- 3.3 The Department will compensate the Grantee on the following basis:
- 3.3.A. Payment to the Grantee shall be calculated quarterly by the Department based upon the information in the monthly report for services provided via electronic reimbursement form. The Department will pay the Grantee \$7.00 per blood specimen for specimens submitted to the Department's Division of Laboratories to be analyzed for lead. These funds shall be used to provide follow up for all children identified in the Grantee's jurisdiction.
- 3.3.B. A charge of \$25.75 per blood specimen analyzed by the Division of Laboratories for children whose family income exceeds the eligibility guidelines for the Supplemental Food Program for Women, Infants, and Children (WIC), 185% of the federal poverty guidelines, shall be assessed to the Grantee. It is assumed this amount will be collected from the patient and retained by the Grantee.
- 3.3.C. The Department will compensate the Grantee for completion of services specified in section 1.1.J on the following bases:
- 3.3.C.1 Payments for children identified under section 1.1.J.1.a shall be calculated quarterly by the Department based on the electronic reimbursement information provided by the Grantee as identified in section 1.1.J.1; payment for the services shall be made at the rate of \$50.00 per reportable area for a total not to exceed \$400.00 per case.
- 3.3.C.2 Payments for children identified under sections 1.1.J.1.b, and 1.1.J.1.c shall be:
- 3.3.C.2.a \$41.30 for each report of initial environmental inspection (limit one inspection per property) to determine the source of lead hazard for non-Medicaid eligible children. Requests for payment for environmental re-inspection for Medicaid eligible children MUST be submitted to the Illinois Department of Healthcare and Family Services;

- 3.3.C.2.b \$118.70 for each inspection report (limit one per property) where a property owner is provided appropriate information on mitigation/abatement procedures to ensure that mitigation/abatement is provided according to the Department's protocols;
- 3.3.C.2.c \$90.00 for each certificate of compliance issued to the property owner or for non-compliance cases submitted to the county state's attorney for corrective legal action.

3.4 The Grantee will provide its services in accordance with a budget on file with the Department.

3.5 The Grantee shall submit all required documentation to the following address electronically:

Illinois Department of Public Health
Office of Health Protection
525 West Jefferson Street, 3rd Floor
Springfield, IL 62761
Attention: Sam Churchill

3.6 The final request for reimbursement shall be submitted within 30 days after the end of the grant period. The Department may not be able to process reimbursement requests more than 30 days after the end of the grant period due to the close of the appropriation lapse period.

3.7 Any grant funds held by the Grantee at the end of the grant agreement period which remain unspent or undocumented shall be returned to the Department within 30 days after the end of the grant agreement period.

4. **Notices:** All legal notices required or desired to be made by either party to this grant agreement shall be sent by certified mail return receipt requested to the following respective addresses or to such other address as either party may from time to time designate by notice to the other party:

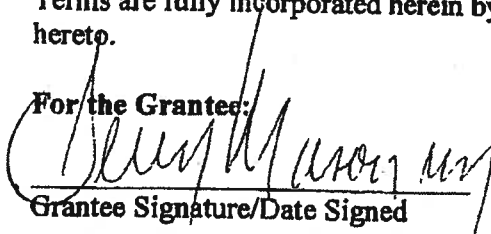
to the Department:

Illinois Department of Public Health
Office of Health Protection
525 West Jefferson Street, 3rd Floor
Springfield, IL 62761
Attention: Sam Churchill

to the Grantee: Public Health Administrator
Chicago Department of Public Health
333 South State Street
Chicago, IL 60604

5 **Basic Grant Terms:** The parties understand and agree that the attached Basic Grant Terms are fully incorporated herein by reference and are binding upon both parties hereto.

For the Grantee:



Grantee Signature/Date Signed

Terry Mason, M.D., F.A.C.S.

Typed Name

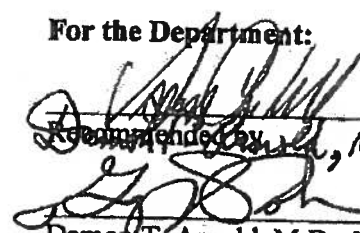
Commissioner

Title

102480-00

Illinois Department of Human Rights
Number (if applicable)

For the Department:



Accompanied by _____, M.D., MPH

Damon T. Arnold, M.D., M.P.H.

Director

7/12/05

Execution Date

TAXPAYER IDENTIFICATION NUMBER

I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

Name: Chicago Department of Public Health

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number 36-6005820

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

Individual

Sole Proprietor

Partnership/Legal Corporation

Tax-exempt

Corporation providing or billing medical and/or health care services

Corporation NOT providing or billing medical and/or health care services

Other: _____

Governmental

Nonresident alien

Estate or trust

Pharmacy (Non-Corp.)

Pharmacy/Funeral Home/Cemetery (Corp.)

Limited Liability Company (select applicable tax classification.)

D = disregarded entity

C = corporation

P = partnership

Signature: 

Date: 6/3/08

BASIC GRANT TERMS: LOCAL HEALTH DEPARTMENT

1. **Applicable Law:** This grant agreement shall be governed in all respects by the laws of the State of Illinois and is subject to the limitations of the Department's appropriated funds. Further, the provisions of these basic terms also parallel the sound policy of the referenced laws concerning agreements, other than grants, with the State. If any provision of this grant agreement is in conflict with any statute, law, or rule of any governmental entity, then that conflicting provision shall be deemed null and void only to the extent of the conflict and without invalidating the remaining provisions of the grant agreement.
2. **Subcontractor:** The Grantee will not use the services of a subcontractor to fulfill any obligations under this grant agreement without the prior written consent of the Department. The Department reserves the right to review all subcontracts.
3. **Audit Requirements**
 - 3.1 The Grantee is responsible for meeting the audit requirements of the Fiscal Control and Internal Auditing Act, 30 ILCS 10/Act, and for compliance with the federal OMB Circular A-133 to contract with an independent accounting firm to perform an organization-wide audit. The Grantee will provide a copy of the audit to the Department. The Grantee will maintain complete records of all services, receipts, and disbursements relative to this grant agreement, insofar as these records support the audit.
 - 3.2 In addition to other requirements within the grant agreement, the Grantee shall maintain for a minimum of 3 years after the completion of this grant agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this grant agreement; the Grantee agrees that the grant agreement and all books, records, and supporting documents related to the grant shall be available for review and audit by the Department or the Auditor General; and the Grantee agrees to cooperate fully with any audit conducted by the Department or the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the grant agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
4. **Conditions:** Conditions of this grant agreement, if any, are attached to the agreement and incorporated within the agreement as Appendix A. No payment shall be made by the Department to the Grantee until all conditions specified in Appendix A have been satisfied.
5. **Work Product:** All intellectual property and all documents, including reports and all other

work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Department, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Department in a separate agreement. However, to the extent that the Grantee is a governmental entity, then the Department hereby grants the Grantee a royalty-free, nonexclusive and irrevocable license to reproduce, publish and otherwise use, for the limited purposes of this grant work product developed under this agreement.

6. **Release of Information:** The Grantee shall not publish, disseminate, or otherwise release any information acquired or produced pursuant to this grant without prior review and written approval by the Department. However, if the Grantee is a governmental entity, then the Department hereby grants the Grantee a royalty-free, nonexclusive and irrevocable license to reproduce, publish and otherwise use, for governmental purposes, all work product developed under this agreement.
7. **Health Insurance Portability and Accountability Act Compliance:** Grantee shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to statute, 42 USC 132d, and applicable regulations, 45 CFR 160, 162, and 164, as may be promulgated or amended over time. The Department and Grantee agree that for the purposes of this Grant HIPAA compliance is not applicable, as no use or disclosure of individually identifiable information is involved.
8. **Confidentiality:** The Grantee agrees to protect from any and all disclosure all information that identifies or could lead to the identity of recipients of services provided pursuant to this grant. If the Grantee receives a request for information that may identify an individual, the Grantee shall notify the Department immediately. A request for information includes a subpoena, court order, Freedom of Information Act request, or a request from a researcher. Any issue of whether the information is or may be identification information shall be resolved by the Department.
9. **Certifications:**
 - 9.1 Grantee, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Grant.
 - 9.2 Grantee is not in default on an educational loan (5 ILCS 385/3).
 - 9.3 The Grantee certifies that it has informed the Department in writing if an officer or employee of the Grantee was formerly employed by the Department and the officer or employee has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 16-133.3. The Grantee acknowledges and agrees that if this early retirement incentive was

received, this grant agreement is not valid unless the official executing the grant agreement has made the appropriate filing with the Auditor General prior to execution. This certification applies only to the City Department of Public Health, and not to any subcontractors of the City, acting through the City Department of Public Health. This certification does not apply to the extent that any employee failed to disclose to the City Department of Public Health his or her prior employment with the granting agency and/or his or her early retirement therefrom pursuant to a statutory early retirement incentive program.

- 9.4 Grantee has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5). The parties agree that the certification referred to in this Section does not apply to the Grantee because City is a political subdivision of the State and the agreement is a Grant from the State and not a procurement contract with the State.

If Grantee has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10). The parties agree that the certification referred to in this Section does not apply to the Grantee because City is a political subdivision of the State and the agreement is a Grant from the State and not a procurement contract with the State.

If Grantee, or any officer, director, partner, or other managerial agent of Grantee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Grantee further certifies that it is not barred from being awarded a Grant and acknowledges that the Granting State Agency/Grantor shall declare the Grant void if this certification is false (30 ILCS 500/50-10.5). The parties agree that the required certification referred to in this Section does not apply to the Grantee, with regard to the Illinois Securities Law of 1953's relation to the Procurement Code 30 ILCS 500/50-10.5, because the agreement is a Grant from the State and not a procurement contract with the State.

Grantee and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Grantee and its affiliates acknowledge the Granting State Agency/Grantor may declare the Grant void if this certification is false (30 ILCS 500/50-11) or if Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

- 9.7 Grantee and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions

- of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the Grant being declared void.
- 9.8 Grantee certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a Grant. If the State later determines that this certification was falsely made by the Grantee, the Grantee acknowledges that the Granting State Agency/Grantor may declare the Grant void. (30 ILCS 500/50-14).
 - 9.9 Grantee has not paid any money or valuable thing to induce any person to refrain from bidding on a State Grant, nor has Grantee accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State Grant (30 ILCS 500/50-25).
 - 9.10 Grantee is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
 - 9.11 Grantee will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
 - 9.12 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
 - 9.13 Grantee will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Grant. This certification applies to Grants of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
 - 9.14 Neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Grants that exceed \$10,000 (30 ILCS 582).
 - 9.15 Grantee has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4). However, if the Grantee is a unit of State or local government and is not a "person" as defined in 720 ILCS 5/33E, then this certification is not applicable.

- 9.17 Grantee complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 9.18 Grantee does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 9.19 Grantee complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Grant have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307). The Parties agree that this Agreement is a Grant with the State for Grantee to supply inspection and record keeping services and not one that requires the Grantee to supply equipment, materials or supplies to the State, so the State Prohibition of Goods from Forced Labor Act (Public Act 93-0307) is not applicable.
- 9.20 Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Grant have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 9.21 Grantee certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 9.22 Grantee warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 9.23 Grantee has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Grantee from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Grantee's obligation under this Contract. Grantee shall not employ any person

with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Grantee or the Contract, Grantee certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule.

10. **Conflict of Interest:** The Grantee agrees to comply with Section 50-13 of the Illinois Procurement Code prohibiting conflicts of interest, 30 ILCS 500/50-13.
11. **Unlawful Discrimination:**
 - 11.1 The Grantee agrees to act in conformity with Article 2 of the Illinois Human Rights Act, 775 ILCS 5/Art. 2 and with Appendix A of the Procedures Applicable to All Agencies, 44 Ill.Admin.Code 750. APP. A.
 - 11.2 The Grantee agrees to comply with the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the American with Disabilities Act, 42 U.S.C. 12101 *et seq.* and accompanying rules 28 CFR 35.130, and all other federal and State of Illinois laws, regulations, or orders that prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Grantee certifies that it will provide to the Department prior to executing the grant the most recent Equal Employment Opportunity Policy Statement, Annual Affirmative Action Plan and Workforce Analysis Summary as required to ensure compliance with Federal and State Civil Rights and the Americans with Disabilities Act of 1990.
12. **Fiscal Responsibility:**
 - 12.1 The Department may use the Department of Revenue Debt Collection Bureau to determine if any State Agency is attempting to collect debt from the grantee according to Section 5 of the Illinois State Collection Act of 1986, 30 ILCS 210/5.
 - 12.2 The Grantee certifies that it, or any affiliate, is not barred from being awarded a contract or grant under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract or grant with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract or grant with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Grantee further acknowledges that the contracting State agency may declare the grant void if this certification is false or if the Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the grant. The parties agree that the certification referred to in this Section does not apply to the Grantee

because City is a political subdivision of the State and the agreement is a Grant from the State and not a procurement contract with the State.

13. **Liability:** The Department assumes no liability for actions of the grantee under this agreement, including, but not limited to, the negligent acts and omissions of grantee's agents, employees, and subcontractors in their performance of the grantee's duties as described under this Agreement. To the extent allowed by law, the grantee agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the grantee, with the exception of acts performed in conformance with an explicit, written directive of the Department.
14. **Insurance:** If the Grantee's cost of property and casualty insurance increases by 25% or more or if new state regulations impose additional costs to the Grantee during the term of this grant agreement, then the Grantee may request the Department to review this grant agreement and adjust the compensation or reimbursement provisions in the agreement under any Agreement reached, which provisions are subject to the limitations of the Department's appropriated funds. The Grantee agrees to comply with the requirements of the Department of Central Management Services in Government Contracts, Procurement, and Property Management set out in Title 44 of the Illinois Administrative Code.
15. **Waiver:** No delay or omission by any party in exercising any right, power, or privilege under this agreement shall impair that right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of that right, power, or privilege, or the exercise of any other right, power or privilege.
16. **Amendments:** This grant agreement may not be amended without prior written approval of both the Grantee and the Department.
17. **Assignment:** The Grantee understands and agrees that this grant agreement may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this grant agreement null, void, and of no further effect.
18. **Civil Law Suits:** This grant agreement is not subject to the State Employees Indemnification Act, 5 ILCS 350/Act.
19. **Solicitation and Employment:** The Grantee shall not employ any person employed by the Department at any time during the term of this grant to perform work required by the terms of this grant. As a condition of this grant, the Grantee shall give written notice immediately to the Department's Director if Grantee solicits or intends to solicit for employment any of the Department's employees during the term of this grant.
20. **Default:** If the Grantee breaches any material term, condition, or provision of this grant

agreement, the Department may, upon 15 days prior written notice to the Grantee, cancel this grant agreement. In the event of any wrongdoing or illegal act by the Grantee, the grant agreement is immediately terminable by the Department. This remedy shall be in addition to any other remedies available to the Department in law or in equity.

21. **Further Assurances:** Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments, as any party may reasonably request of the other, to carry out the provisions and purposes of this grant agreement or any agreements related to this agreement.
22. **Funds Remaining:** All funds remaining at the end of the grant agreement or at the expiration of the period of time that the grant funds are available for expenditure or obligation by the Grantee shall be returned to the Department within 45 days after notification by the Department under Section 5 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/5.
23. **Controlling Terms:** In the event of any conflict amongst the agreement, Basic Terms Form D, and the terms of any appendix, exhibit, or other attachment or matter incorporated or referenced within the agreement, the Basic Terms of this Form D shall be controlling.
24. **Headings:** The headings of the sections and paragraphs are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this grant agreement.
25. **Entire Agreement:** The Department and Grantee understand and agree that this grant agreement constitutes the entire Agreement between them and that no promises, terms, or conditions not recited or incorporated within this agreement, including prior Agreements or oral discussions not incorporated within this agreement, shall be binding upon either the Grantee or the Department.

. End .

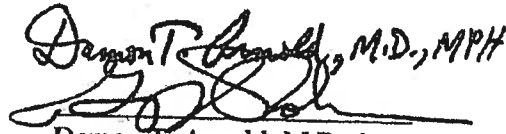
ADDENDUM TO THE AGREEMENT
State of Illinois Department of Public Health and the City of Chicago,
acting by and through its Department of Public Health,
regarding provisions contained in the Grant Agreement:
Local Health Department (the "Agreement")
Contract # 95380239 Fiscal Year 2008-2009

The Parties agree that they shall replace paragraph 2 of Section 9.7 in its entirety with the provision below and incorporate it in the Agreement as if fully set forth therein:

With respect to the certification regarding present indictments, convictions or adverse civil judgments within the three-year period preceding the date of this application, the City affirms that: (I) on March 17, 2006, James Laski, the former City Clerk of the City (who had resigned from his City Clerk position on February 7, 2006), an elected official, pled guilty in federal district court of having committed certain offenses which may include those enumerated in the Certification; and (ii) on two occasions in 2007, former Alderman Arenda Troutman, an elected official, was indicted on a number of counts, including for allegedly taking bribes from developers and for mail fraud, extortion and tax evasion. The City would be willing to provide more information concerning this issue upon request.

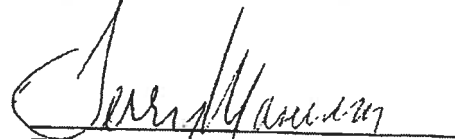
This Addendum is signed and effective on the date of the Agreement of which this Addendum is an integral part.

Illinois Department of Public Health



Damon T. Arnold, M.D., M.P.H.
Director of Public Health

City of Chicago, acting by and
through its Department of Public Health



Terry Mason, M.D., F.A.C.S.
Commissioner

PUBLIC HEALTH

(410 ILCS 45/) Lead Poisoning Prevention Act.

(410 ILCS 45/1) (from Ch. 111 1/2, par. 1301)

Sec. 1. Short title. This Act may be cited as the Lead Poisoning Prevention Act.

(Source: P. A. 87-175.)

(410 ILCS 45/2) (from Ch. 111 1/2, par. 1302)

Sec. 2. Definitions. As used in this Act:

"Abatement" means the removal or encapsulation of all leadbearing substances in a residential building or dwelling unit.

"Child care facility" means any structure used by a child care provider licensed by the Department of Children and Family Services or public school structure frequented by children through 6 years of age.

"Delegate agency" means a unit of local government or health department approved by the Department to carry out the provisions of this Act.

"Department" means the Department of Public Health of the State of Illinois.

"Dwelling" means any structure all or part of which is designed or used for human habitation.

"High risk area" means an area in the State determined by the Department to be high risk for lead exposure for children through 6 years of age. The Department shall consider, but not be limited to, the following factors to determine a high risk area: age and condition (using Department of Housing and Urban Development definitions of "slum" and "blighted") of housing, proximity to highway traffic or heavy local traffic or both, percentage of housing determined as rental or vacant, proximity to industry using lead, established incidence of elevated blood lead levels in children, percentage of population living below 200% of federal poverty guidelines, and number of children residing in the area who are 6 years of age or younger.

"Exposed surface" means any interior or exterior surface of a dwelling or residential building.

"Lead abatement contractor" means any person or entity licensed by the Department to perform lead abatement and mitigation.

"Lead abatement worker" means any person employed by a lead abatement contractor and licensed by the Department to perform lead abatement and mitigation.

"Lead bearing substance" means any item containing or coated with lead such that the lead content is more than six-hundredths of one percent (0.06%) lead by total weight; or any dust on surfaces or in furniture or other nonpermanent elements of the dwelling; or any paint or other surface coating material containing more than five-tenths of one percent (0.5%) lead by total weight (calculated as lead metal) in the total non-volatile content of liquid paint; or lead bearing substances containing greater than one milligram per

dwelling or residential building, or child care facility, or intended to be so used, installed, or located and that, in the ordinary course of use, are accessible to or chewable by children;

(d) In or upon any items, including, but not limited to, clothing, accessories, jewelry, decorative objects, edible items, candy, food, dietary supplements, toys, furniture, or other articles used by or intended to be chewable by children;

(e) Within or upon a residential building or dwelling, child care facility, school, playground, park, or recreational area, or other areas regularly frequented by children.

(Source: P.A. 94-879, eff. 6-20-06.)

(410 ILCS 45/4) (from Ch. 111 1/2, par. 1304)

Sec. 4. Sale of items containing lead bearing substance. No person shall sell, have, offer for sale, or transfer toys, furniture, clothing, accessories, jewelry, decorative objects, edible items, candy, food, dietary supplements, or other articles used by or intended to be chewable by children that contains a lead bearing substance.

(Source: P.A. 94-879, eff. 6-20-06.)

(410 ILCS 45/5) (from Ch. 111 1/2, par. 1305)

Sec. 5. Sale of objects containing lead bearing substance. No person shall sell or transfer or offer for sale or transfer any fixtures or other objects intended to be used, installed, or located in or upon any surface of a dwelling or residential building, or child care facility, that contains a lead bearing substance and that, in the ordinary course of use, are accessible to or chewable by children.

(Source: P.A. 94-879, eff. 6-20-06.)

(410 ILCS 45/6) (from Ch. 111 1/2, par. 1306)

Sec. 6. Warning statement. No person, firm, or corporation shall have, offer for sale, sell, or give away any lead bearing substance that may be used by the general public unless it bears the warning statement as prescribed by federal regulation. If no regulation is prescribed the warning statement shall be as follows when the lead bearing substance is a lead-based paint or surface coating: "WARNING--CONTAINS LEAD. DRIED FILM OF THIS SUBSTANCE MAY BE HARMFUL IF EATEN OR CHEWED. See Other Cautions on (Side or Back) Panel. Do not apply on toys, or other children's articles, furniture, or interior, or exterior exposed surfaces of any residential building or facility that may be occupied or used by children. KEEP OUT OF THE REACH OF CHILDREN.". If no regulation is

(410 ILCS 45/6.2) (from Ch. 111 1/2, par. 1306.2)
Sec. 6.2. Physicians to screen children.

(a) Every physician licensed to practice medicine in all its branches or health care provider shall screen children 6 months through 6 years of age for lead poisoning who are determined to reside in an area defined as high risk by the Department. Children residing in areas defined as low risk by the Department shall be assessed for risk by a risk assessment procedure developed by the Department. Children shall be screened, in accordance with guidelines and criteria set forth by the American Academy of Pediatrics, at the priority intervals and using the methods specified in the guidelines.

(b) Each licensed, registered, or approved health care facility serving children from 6 months through 6 years of age, including but not limited to, health departments, hospitals, clinics, and health maintenance organizations approved, registered, or licensed by the Department, shall take the appropriate steps to ensure that the patients receive lead poisoning screening, where medically indicated or appropriate.

(c) Children 6 years and older may also be screened by physicians or health care providers, in accordance with guidelines and criteria set forth by the American Academy of Pediatrics, according to the priority intervals specified in the guidelines. Physicians and health care providers shall also screen children for lead poisoning in conjunction with the school health examination, as required under the School Code, when, in the medical judgement of the physician, advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advance practice nurse to perform health examinations, or physician assistant who has been delegated to perform health examinations by the supervising physician, the child is potentially at high risk of lead poisoning.

(d) Nothing in this Section shall be construed to require any child to undergo a lead blood level screening or test whose parent or guardian objects on the grounds that the screening or test conflicts with his or her religious beliefs. (Source: P.A. 93-104, eff. 1-1-04.)

(410 ILCS 45/6.3)

Sec. 6.3. Information provided by the Department of Healthcare and Family Services.

(a) The Director of Healthcare and Family Services shall provide, upon request of the Director of Public Health, an electronic record of all children less than 7 years of age who receive Medicaid, Kidcare, or other health care benefits from the Department of Healthcare and Family Services. The records shall include a history of claims filed for each child and the health care provider who rendered the services. On at least an annual basis, the Director of Public Health shall match the records provided by the Department of Healthcare and Family Services with the records of children receiving lead tests, as

(410 ILCS 45/7.1) (from Ch. 111 1/2, par. 1307.1)

Sec. 7.1. Child care facilities must require lead blood level screening for admission. By January 1, 1993, each day care center, day care home, preschool, nursery school, kindergarten, or other child care facility, licensed or approved by the State, including such programs operated by a public school district, shall include a requirement that each parent or legal guardian of a child between the ages of 6 months through 6 years provide a statement from a physician or health care provider that the child has been risk assessed, as provided in Section 6.2, if the child resides in an area defined as low risk by the Department, or screened for lead poisoning as provided for in Section 6.2, if the child resides in an area defined as high risk. This statement shall be provided prior to admission and subsequently in conjunction with required physical examinations.

Nothing in this Section shall be construed to require any child to undergo a lead blood level screening or test whose parent or guardian objects on the grounds that the screening or test conflicts with his or her religious beliefs.

Child care facilities that participate in the Illinois Child Care Assistance Program (CCAP) shall annually send or deliver to the parents or guardians of children enrolled in the facility's care an informational pamphlet regarding awareness of lead paint poisoning. Pamphlets shall be produced and made available by the Department and shall be downloadable from the Department's Internet website. The Department of Human Services and the Department of Public Health shall assist in the distribution of the pamphlet.

(Source: P.A. 94-879, eff. 6-20-06.)

(410 ILCS 45/7.2) (from Ch. 111 1/2, par. 1307.2)

Sec. 7.2. Laboratory fees for blood lead screening; Lead Poisoning Fund.

(a) The Department may establish fees according to a reasonable fee structure to cover the cost of providing a testing service for laboratory analysis of blood lead tests and any necessary follow-up. Fees collected from the Department's testing service shall be placed in a special fund in the State treasury known as the Lead Poisoning Screening, Prevention, and Abatement Fund. Other State and federal funds for expenses related to lead poisoning screening, follow-up, treatment, and abatement programs may also be placed in the Fund. Moneys shall be appropriated from the Fund to the Department of Public Health solely for the purposes of providing lead screening, follow-up, and treatment programs.

(b) Any delegate agency may establish fees, according to a reasonable fee structure, to cover the costs of drawing blood for blood lead screening and any necessary follow-up.

(Source: P.A. 87-175.)

Sec. 8.1. Licensing of lead inspectors.

(a) By January 1, 1994, the Department shall establish standards and licensing procedures for lead inspectors. An integral element of these procedures shall be an education and training program prescribed by the Department which shall include but not be limited to scientific sampling, chemistry, and construction techniques. No person shall make inspections without first being licensed by the Department. The penalty for inspection without a license shall be a Class A misdemeanor.

(b) The Department shall charge licensed inspectors reasonable license fees and the fees shall be placed in the Lead Poisoning Screening, Prevention, and Abatement Fund and used to fund the Department's licensing of inspectors and any other activities prescribed by this Act. An inspector employed by the Department or its delegate agency shall not be charged a license fee.

(Source: P.A. 87-175.)

(410 ILCS 45/8.2) (from Ch. 111 1/2, par. 1308.2)

Sec. 8.2. Warrant procedures. If the occupant of a residential building or dwelling designated for inspection under Section 8 refuses to allow inspection, an agent of the Department or of the Department's delegate agency may apply for a search warrant to permit entry. A court may issue a warrant upon a showing that a victim of lead poisoning resides or has recently resided in the residential building. The findings of the inspection shall be reported to the Department and to the appropriate enforcement authorities established in this Act.

(Source: P.A. 87-175.)

(410 ILCS 45/9) (from Ch. 111 1/2, par. 1309)

Sec. 9. Procedures upon determination of lead hazard.

(1) If the inspection report identifies a lead hazard, the Department or delegate agency shall serve a mitigation notice on the property owner that the owner is required to mitigate the lead hazard, and shall indicate the time period specified in this Section in which the owner must complete the mitigation. The notice shall include information describing mitigation activities which meet the requirements of this Act.

(2) If the inspection report identifies a lead hazard, the owner shall mitigate the lead hazard in a manner prescribed by the Department and within the time limit prescribed by this Section. The Department shall adopt rules regarding acceptable methods of mitigating a lead hazard. If the source of the lead hazard identified in the inspection report is lead paint or any other leaded surface coating, the lead hazard shall be deemed to have been mitigated if:

(A) The surface identified as the source of the

completed. If, upon completing the follow-up inspection, the Department or delegate agency finds that the mitigation requirements of this Act have been satisfied, the Department or delegate agency shall provide the owner with a certificate of compliance stating that the required mitigation has been accomplished.

(Source: P.A. 87-175; 87-1144.)

(410 ILCS 45/9.1) (from Ch. 111 1/2, par. 1309.1)

Sec. 9.1. Owner's obligation to give notice. An owner of a dwelling unit or residential building who has received a mitigation notice under Section 9 of this Act shall, before entering into a lease agreement for the dwelling unit for which the mitigation notice was issued, provide prospective lessees of that unit with written notice that a lead hazard has previously been identified in the dwelling unit, unless the owner has obtained a certificate of compliance for the unit under Section 9. An owner may satisfy this notice requirement by providing the prospective lessee with a copy of the inspection report prepared pursuant to Section 9.

Before entering into a residential lease agreement, all owners of residential buildings or dwelling units built before 1978 shall give prospective lessees information on the potential health hazards posed by lead in residential dwellings by providing the prospective lessee with a copy of an informational brochure prepared by the Department. Within one year of the effective date of this amendatory Act of 1992, owners of residential buildings or dwelling units built before 1978 shall provide current lessees with such brochure.

(Source: P.A. 87-1144.)

(410 ILCS 45/9.2)

Sec. 9.2. Multiple mitigation notices. When mitigation notices are issued for 2 or more dwelling units in a building within a 5-year time period, the Department may inspect common areas in the building and shall inspect units where (i) children under the age of 6 reside, at the request of a parent or guardian of the child or (ii) a pregnant woman resides, at the pregnant woman's request. All lead hazards must be mitigated in a reasonable time frame, as determined by rules adopted by the Department. In determining the time frame for completion of mitigation of hazards identified under this Section, the Department shall consider, in addition to the considerations in subsection (6) of Section 9 of this Act, the owner's financial ability to complete the mitigation.

(Source: P.A. 94-879, eff. 6-20-06.)

within the stated time period, the local health officer and the local building officials may as practical utilize such community resources as are available to effect the relocation of the individuals who occupied the dwelling or dwelling unit affected until the remedy is made by the owner.
(Source: P.A. 87-175; 87-1144.)

(410 ILCS 45/11) (from Ch. 111 1/2, par. 1311)
Sec. 11. Manner of mitigation of lead hazards. All mitigation shall be accomplished in a manner which will not endanger the health or well-being of residential building or dwelling unit occupants, and will result in the safe removal from the premises, and the safe disposition, of flakes, chips, debris, dust, and other potentially harmful materials.
(Source: P.A. 87-175; 87-1144; 88-670, eff. 12-2-94.)

(410 ILCS 45/11.05)
Sec. 11.05. Advisory Council.
(a) The General Assembly finds the following:
(1) Lead-based paint poisoning is a potentially devastating but preventable disease and is the number one environmental threat to children's health in the United States.
(2) The number of lead-poisoned children in Illinois is among the highest in the nation, especially in older, affordable properties.
(3) Lead poisoning causes irreversible damage to the development of a child's nervous system. Even at low and moderate levels, lead poisoning causes learning disabilities, speech problems, shortened attention span, hyperactivity, and behavioral problems. Recent research links high levels of lead exposure to lower IQ scores and to juvenile delinquency.
(4) Older housing is the number one risk factor for childhood lead poisoning. Properties built before 1950 are statistically much more likely to contain lead-based paint hazards than buildings constructed more recently.
(5) Illinois ranks 10th out of the 50 states in the age of its housing stock. More than 50% of the housing units in Chicago and in Rock Island, Peoria, Macon, Madison, and Kankakee counties were built before 1960 and more than 43% of the housing units in St. Clair, Winnebago, Sangamon, Kane, and Cook counties were built before 1950.
(6) There are nearly 1.4 million households with lead-based paint hazards in Illinois.
(7) Most children are lead-poisoned in their own homes through exposure to lead dust from deteriorated lead-paint surfaces, like windows, and when lead paint deteriorates or is disturbed through home renovation and

Illinois as an abatement contractor, worker, or risk assessor.

(5) Two representatives from community based organizations in communities with a concentration of high risk lead contaminated properties. High-risk communities shall be identified based upon the prevalence of low-income families whose children are lead poisoned and the age of the housing stock.

(6) At least 3 lead-safe housing advocates, including (i) the parent of a lead-poisoned child, (ii) a representative from a child advocacy organization, and (iii) a representative from a tenant housing organization.

(7) One representative from the Illinois paint and coatings industry.

Within 9 months after its formation, the Advisory Council shall submit a written report to the Governor and the General Assembly on:

- (1) developing a primary prevention program for addressing lead poisoning;
- (2) developing a sufficient pool of lead abatement workers and contractors;
- (3) targeting blood lead screening to children residing in high-risk buildings and neighborhoods;
- (4) ensuring lead-safe work practices in all remodeling, rehabilitation, and weatherization work;
- (5) funding mechanisms to assist residential property owners in costs of lead abatement and mitigation;
- (6) providing insurance subsidies to licensed lead abatement contractors who target their work to high-risk communities; and
- (7) developing any necessary legislation or rulemaking to improve the effectiveness of State and local programs in lead abatement and other prevention and control activities.

The Advisory Council shall develop handbooks and training for property owners and tenants explaining the Standards and State and federal requirements for lead-safe housing.

The Advisory Council shall meet at least quarterly. Its members shall receive no compensation for their services, but their reasonable travel expenses actually incurred shall be reimbursed by the Department.

(Source: P.A. 93-348, eff. 1-1-04; 93-789, eff. 7-22-04.)

(410 ILCS 45/11.1) (from Ch. 111 1/2, par. 1311.1)

Sec. 11.1. Licensing of lead abatement contractors and workers. Except as otherwise provided in this Act, performing lead abatement or mitigation without a license is a Class A misdemeanor. The Department shall provide by rule for the licensing of lead abatement contractors and lead abatement workers and shall establish standards and procedures for the licensure. The Department may collect a reasonable fee for the licenses. The fees shall be deposited into the Lead Poisoning Screening, Prevention, and Abatement Fund and used by the

impose upon any person who violates or does not comply with a notice of deficiency and a mitigation order issued under subsection (7) of Section 9 of this Act or who fails to comply with subsection (3) or subsection (5) of Section 9 of this Act a civil penalty not exceeding \$2,500 for each violation, plus \$250 for each day that the violation continues.

Any civil penalties collected in a court proceeding shall be deposited into a delegated county lead poisoning screening, prevention, and abatement fund or, if no delegated county or lead poisoning screening, prevention, and abatement fund exists, into the Lead Poisoning Screening, Prevention, and Abatement Fund established under Section 7.2.

(d) Whenever the Department finds that an emergency exists that requires immediate action to protect the health of children under this Act, it may, without administrative procedure or notice, cause an action to be brought by the Attorney General or the State's Attorney of the county in which a violation has occurred for a temporary restraining order or a preliminary injunction to require such action as is required to meet the emergency and protect the health of children.

(e) The State's Attorney of the county in which a violation occurs or the Attorney General may bring an action for the enforcement of this Act and the rules adopted and orders issued under this Act, in the name of the People of the State of Illinois, and may, in addition to other remedies provided in this Act, bring an action for a temporary restraining order or preliminary injunction as described in subsection (d) or an injunction to restrain any actual or threatened violation or to impose or collect a civil penalty for any violation.

(Source: P.A. 94-879, eff. 6-20-06.)

(410 ILCS 45/12.1)

Sec. 12.1. Attorney General and State's Attorney report to General Assembly. The Attorney General and State's Attorney offices shall report to the General Assembly annually the number of lead poisoning cases that have been referred by the Department for enforcement due to violations of this Act or for failure to comply with a notice of deficiency and mitigation order issued pursuant to subsection (7) of Section 9 of this Act.

(Source: P.A. 94-879, eff. 6-20-06.)

(410 ILCS 45/13) (from Ch. 111 1/2, par. 1313)

Sec. 13. The Department is authorized to promulgate reasonable rules and regulations for carrying out the provisions of this Act.

(Source: P. A. 87-175.)