

**AGREEMENT BETWEEN THE PENNSYLVANIA DEPARTMENT OF HEALTH AND  
YORK CITY BUREAU OF HEALTH**

10-FA-6.1

(Name)

**WHEREFORE, in witness of the covenants set forth below on the attached pages, the parties have affixed their signatures hereto:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

Print/Type Title

Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

Print/Type Title

Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

Print/Type Title

Print/Type Name

Attest

DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Pennsylvania Department of Health

**Approved as to form and legality:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of Legal Counsel  
Pennsylvania Department of Health

AND  
BY: Not Required \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of General Counsel  
Commonwealth of Pennsylvania

AND  
BY: Not Required \_\_\_\_\_ DATE: \_\_\_\_\_  
Office of Attorney General  
Commonwealth of Pennsylvania

**I hereby certify that funds are available in the amount(s) and in the appropriation symbol(s) as shown below:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Comptroller  
Public Health and Human Services

**Giselle Hallden, Project Officer**  
**(717) 772-2762**

**Tara Trego, Alternate Project Officer**  
**(717) 772-2762**

**SAP# :4100077835**

**GRANT AGREEMENT BETWEEN THE PENNSYLVANIA  
DEPARTMENT OF HEALTH**

**AND  
YORK CITY BUREAU OF HEALTH**

THIS GRANT AGREEMENT, hereinafter referred to as "Grant Agreement" or "Agreement", is made by and between the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as "the Department", and York City Bureau of Health hereinafter referred to as "Grantee."

WHEREAS, the Department has the power and duty to protect the health of the people of this Commonwealth, and to determine and employ the most efficient and practical means for the prevention and suppression of disease pursuant to 71 P.S. §532; and

WHEREAS, this Agreement is a Grant Agreement and not subject to the Commonwealth Procurement Code, P.L. 358, No. 57, May 15, 1998, 62 Pa.C.S.A. §101 et seq., (Act 57).

WHEREAS, the Department is in receipt of or anticipates receipt of Federal funds or state funds or both pursuant to 71 P.S. §532 to provide for the purposes of this Grant Agreement, and this Grant Agreement is contingent upon appropriation and receipt of such funds.

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

**I. GRANT AGREEMENT TERM**

**A.** This Grant Agreement shall be effective from July 1, 2017 through June 30, 2019, subject to its other provisions, and the availability of funds, whether state or Federal unless terminated earlier by either party according to the termination provisions of this Grant Agreement.

**B. No-Cost Extension.** The term of this Grant Agreement may be extended with no additional funding by a written notice signed by the Department in order to allow the Grantee to continue to use the funds to perform the work of this Grant Agreement at the same terms and conditions as this Grant Agreement for an additional period of time. For the purpose of this extension, the funding amount is limited to the funds not spent by the Grantee by the end of the Budget period. At no time will the length of this Grant Agreement exceed 5 years including any extension.

**C. Renewal.**



At the Department's discretion and by letter notice, the Department may renew this Grant Agreement for the following term: One one-year renewal.

1. In the event of a renewal, the Department may choose to renew the Grant Agreement as follows:
  - a) At the Grant Agreement's original terms or conditions; or
  - b) To increase or decrease the grant amount or salaries, hourly wages or fringe benefits to reflect cost increases so long as that increase does not exceed 0% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in the scope of work of the original agreement in the renewal; or
  - c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original Grant Agreement, including SAFs, Funding Reduction Change Orders, Budget Revisions, or formal Amendments. The increase or decrease of work shall be limited to deliverables established in the

amendment. Nothing in this paragraph shall be read to permit the scope of work of the Grant Agreement to be changed.

2. The Department is not obligated to increase the amount of the Grant award.
3. Any renewal terms are subject to the other provisions of this Grant Agreement, and the availability of funds.

Renewals are not applicable to this Agreement

## **II. GRANT AGREEMENT AMOUNT**

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Grant Agreement, the Department will make payments in accordance with the Grant Agreement payment provisions, Appendix B and the grant Budget, Appendix C, up to the maximum Grant Agreement amount of \$288,289.

In the event that there is a reduction in the availability of state or Federal funds, including the elimination of all state or Federal funding, the Department may reduce the amount of funds available in this Grant Agreement through a funding reduction change order (FRCO). The FRCO shall include a revised Budget reflecting the changes to the funding included in the original Grant Agreement. If necessary, the FRCO shall also include a revised Work Statement showing any reduction in work resulting from the funding reduction or elimination. The FRCO shall require no signatures other than those of the Agency Head and the Comptroller.

## **III. FUNDING SOURCE(S)**

Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Grantees. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

100% CFDA No. 14.900 HUD Lead-Based Paint Hazard Control in Privately-Owned Housing

## **IV. WORK STATEMENT**

The Grantee shall provide program activities and related services as specified in Appendix A, Work Statement, and its Attachment(s), if any.

## **V. APPENDICES AND ATTACHMENTS**

The following Appendices and Attachments are incorporated into and made part of this Grant Agreement and the parties agree to be bound by these Appendices and Attachments:

- A. Appendix A - Work Statement and its Attachment(s) 1 through 8**
- B. Appendix B – Payment Provisions (Rev. 5/12) and its Attachment 1** - A downloadable format of Attachment 1 is available at the following Internet address:  
<http://www.health.pa.gov/vendors>
- C. Appendix C – Budget** - A downloadable Budget format is available at the following Internet address:  
<http://www.health.pa.gov/vendors>
- D. Appendix D – Program Specific Provisions**

## **VI. INCORPORATED DOCUMENTS**

Grantee acknowledges having reviewed a copy of the following documents, which are available at <http://www.health.pa.gov/vendors>. These documents are incorporated by reference into and made a part of this Grant Agreement:

- A. Standard General Terms and Conditions (Rev. 2/15)**
- B. Audit Requirements (Rev. 7/13)**
- C. Commonwealth Travel and Subsistence Rates (Rev. 4/12)**
- D. Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- E. Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 4/12)**
- F. Pro-Children Act of 1994 (Rev. 12/05)**
- G. Block Grant Provisions (Rev. 12/05)**
  - ☐ Maternal and Child Health Block Grant Provisions
  - ☐ Preventive Health and Health Services Block Grant Provisions
  - ☒ Block Grant Provisions are not applicable to this agreement
- H. HIPAA Business Associate Agreement and Attachment 1 (Rev. 5/13)**
  - ☐ The HIPAA Business Associate Agreement is applicable to this agreement
  - ☒ The HIPAA Business Associate Agreement is not applicable to this agreement

## **VII. APPLICATION**

The Grantee's application:

- ☐ dated [Insert date] and entitled [Insert title] is attached and incorporated herein.
- ☐ dated [Insert date] and entitled [Insert title] is hereby incorporated by reference into and made a part of this Grant Agreement.
- ☒ is not applicable; sole source approval has been obtained.

In the event that there is a conflict between the Department's Request for Application number [Insert RFA #], the Grantee's application, and this Grant Agreement, the order of precedence shall be first, this Grant Agreement; second, the Department's Request for Application; third, the Grantee's application.

## **VIII. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS**

If, during the term of this Grant Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Grant Agreement, the Department may advise Grantee, in writing, of the availability and purpose of such funds. The Department also will inform Grantee of any additional conditions or requirements of the additional funds. Grantee hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. Grantee shall provide the Department with a written Work Statement detailing the manner in which Grantee will use the additional funds in accordance with the stated requirements. Grantee shall provide the Department with a detailed revised overall Grant Agreement Budget showing the current Budget, the Budget for the additional funds and a revised total Budget. The Department may choose to provide Grantee with a Budget format on which to submit the revised Budget information. The additional funds, and the new Budget, shall be subject to the terms and conditions of the initial Grant Agreement, as well as to any additional conditions and requirements of the additional funds. Grantee's Work Statement, revised Budget and any new conditions or requirements of the additional funds shall be incorporated into

and become a part of this document by reference. To be effective, documentation describing the additional funds and any additional conditions or requirements shall be signed by the Department and the Agency Comptroller.

**IX. DECREASE IN FUNDING**

If the Department determines that the Grantee is unable to spend the funding included in this Grant Agreement in a timely manner and that the Grantee is therefore unable to fully carry out the work required under the Agreement in the timeframe required by the Agreement, the Department reserves the right to decrease funding to the Grantee from any Budget year set out in Appendix C of this Grant Agreement by prior written notice signed by the Department and the Comptroller. The decrease in funding shall be reflected by a revised Budget and if necessary, shall also include a revised Work Statement showing any reduction in work resulting from the decrease in funding. The decision to decrease funding is solely within the discretion of the Department.

**X. MEANING OF TERMS “CONTRACT” AND “CONTRACTOR”**

The parties understand that the use of the terms “Contract” and “Contractor” throughout this Agreement shall mean “Grant Agreement” and “Grantee” respectively.

**XI. FINAL GRANT AGREEMENT APPROVAL**

This Grant Agreement shall not be legally binding until all signatories, including those signing their approvals for form and legality, have signed the Agreement and the Commonwealth provides a fully signed copy to the Grantee.

**SAP# 4100077835****Appendix A****WORK STATEMENT****I. Tasks and Timelines**

- A. The Grantee shall develop and submit a training plan to the Pennsylvania Department of Health (Department) by September 1, 2017. The training plan shall outline the projected use of Grant Agreement funds to ensure that an adequate supply of certified subcontractors will be available to meet the needs of the Grant Agreement.
- B. The Grantee shall conduct a minimum of 55 outreach activities over the course of this Grant Agreement.
- C. The Grantee shall take one or more of the following steps over the course of this Grant Agreement to identify eligible units for hazard control under the Lead Hazard Control Program (LHCP):
  - 1. Advertise the availability of LHCP funds locally, including the name, address, and telephone number of a person for interested parties to contact for information about the services provided under this Grant Agreement.
  - 2. Notify local property owner associations of the availability of the LHCP funds.
  - 3. Contact local lending associations and inform them about the LHCP.
  - 4. Inform charitable and social organizations about the LHCP.
  - 5. Notify other groups about the LHCP as needed in each community.
- D. The Grantee shall meet with property owners in their area who may be eligible for this project to explain the LHCP, the cost limits of the program, and to determine financial eligibility and overall program eligibility. This shall occur over the course of this Grant Agreement.
- E. The Grantee shall have a minimum of 16 individuals participate in and successfully complete training accredited by the Commonwealth of Pennsylvania, Department of Labor and Industry (Commonwealth certification), on the subject of safe and effective lead-based paint hazard control. The Grantee shall require staff to participate in other training as required by the Department. The Grantee shall require staff that prepare or review the specifications for the lead-based paint hazard control projects to at least have Commonwealth certification as a lead risk assessor. This shall occur over the course of this Grant Agreement.
- F. The Grantee shall only use risk assessors, inspectors, workers, supervisors, and project designers to perform the work of this Grant Agreement who have current Commonwealth certification for their corresponding lead functions, and any other appropriate current license or certification. Prior to hazard control work being conducted on a unit, the Grantee shall utilize Healthy Homes Manager (HHM) to provide the Department with the information on certified/licensed professionals working on remediation for said unit. This shall occur over the course of this Grant Agreement.
- G. The Grantee shall maintain, and shall require its subcontractors to maintain, copies of any necessary Commonwealth certifications or licenses for itself or staff, to update these certifications or licenses as necessary, and to make such certifications or licenses available to the Department when requested. When a

Grantee utilizes a PA-Certified Abatement Contracting Firm, the Grantee shall verify the supervisors and workers conducting work are certified in their discipline. The Grantee shall maintain copies of all current certifications and licenses of each subcontractor. The unit file must contain copies of the licenses for the lead supervisor and workers who conducted work on the unit. This shall occur over the course of this Grant Agreement.

- H. The Grantee shall use Grant Agreement funds set out for training in Appendix C to pay for training of local subcontractors who may eventually work on these projects. The Grantee shall maintain records of individuals provided training with Grant Agreement funds and the cost of such training, and shall provide a copy of those records to the Department at the time of invoicing for such training. This shall occur over the course of this Grant Agreement.
  - 1. Grant Agreement Training funds may be used for the costs of training, third party examinations, and firm or individual certifications.
  - 2. Grant Agreement Training funds may also be used for both initial or renewal training and certification costs related to firms and the disciplines of risk assessor, inspector, worker, supervisor, or project designer.
- I. The Grantee shall conduct 29 initial Inspection/Risk Assessments (I/RAs) in the service area over the course of this Grant Agreement, and according to the provisions of this Grant Agreement and the standards incorporated herein at an average cost of \$800 per assessment. The Grantee shall conduct a minimum of 15 I/RAs in the first year of the Grant Agreement, and a minimum of 14 I/RAs in the second year of the Grant Agreement.
- J. At the time of the initial I/RA, the Grantee shall provide the homeowner with a Seven Principles of Healthy Housing Fact Sheet (Appendix A, Attachment 1), a Healthy Home Checklist (Appendix A, Attachment 2), and review the Seven Principles of a Healthy Home. Participants shall be encouraged to follow the suggested practices to assist with maintenance of a healthy home environment and prevent related environmental illnesses. Documentation shall be maintained in the unit file.
- K. On all eligible units with a child under 6 years of age, the Grantee shall perform, or have performed, pre-hazard control dust wipes along with other environmental tests as appropriate for each case over the course of this Grant Agreement. For the initial paint inspection and risk assessment, the Grantee shall use, or cause the entity performing the inspection and risk assessment to use, single surface dust wipe testing.
  - 1. The Grantee shall utilize HHM to notify the Department and receive written permission from the Department before beginning actual work on a unit, and shall not start any work after June 1, 2019.
  - 2. Prior to hazard control work beginning on any unit, the Grantee shall ensure that all risk assessors, inspectors, workers, supervisors, and project designers performing work on a unit have a current Commonwealth certification for their corresponding function, and shall utilize HHM to provide the Department with the information on certified/licensed professionals working on Lead Hazard Control (LHC) for said unit.
- L. The Grantee shall have testing specimens for the I/RA sent to an approved laboratory (Laboratory) that is accredited by the EPA National Lead Laboratory Accreditation Program (NLLAP). The Grantee shall send specimens for the I/RA to the Laboratory as soon as possible after collection, but no later than seven calendar days from their collection.

- M. The Grantee shall perform LHC according to the provisions of this Grant Agreement and the standards incorporated herein on a minimum of 19 units over the course of this Grant Agreement. The Grantee shall complete a minimum of nine units in the first year of the Grant Agreement, and a minimum of 10 units in the second year of the Grant Agreement. The Grantee shall commence with actual hazard reduction work on a minimum of 19 units prior to June 15, 2019. A definition of unit can be found in Appendix D, Paragraph AA, in the Definitions Section.
- N. The Grantee shall perform LHC on more than the number cited in this Appendix A, Paragraph I.O. over the course of this Grant Agreement only if the maximum amount for LHC related activities set out in the "Subcontract Services" line item of Appendix C has not been spent. The Grantee shall notify the Department in writing if the Grantee wishes to perform LHC on more than number of units cited in Appendix A, Paragraph I.O. No additional work shall be started by the Grantee without the prior written approval of the Department.
1. Notification shall include an estimate of the number of units to be completed beyond the original number of units projected.
  2. Notification shall be separate and apart from the requirement that the Grantee request permission from the Department to begin work on any unit.
- O. The Grantee shall evaluate each unit in conjunction with the risk assessor's paint inspection and risk assessment report and develop a written Lead Based Paint (LBP) hazard control plan detailing LBP hazard control methods and cost estimates in accordance with priorities and costs outlined in this Grant Agreement. The Grantee shall keep a copy of each written LBP hazard control plan and make copies available to the Department upon request. This shall occur over the course of this Grant Agreement.
- P. When possible and cost effective, the Grantee shall incorporate "green" development measures in the LBP hazard control plans, which are distinct approaches to addressing residential environment, including the promotion of energy efficient appliances and products. These activities are also to be conducted in cooperation, where possible, with local weatherization and energy conservation programs. This shall occur over the course of this Grant Agreement.
- Q. The Grantee shall obtain names and addresses of families and other low-income persons residing in potentially eligible units, with consent, from local housing programs, and other sources, including its own outreach efforts. The Grantee shall then make a determination of initial eligibility of each unit following the below listed income guidelines, family make-up guidelines, and target housing guidelines. Income limits may be found at [www.huduser.org/datasets/il.html](http://www.huduser.org/datasets/il.html). This shall occur over the course of this Grant Agreement.
1. Income level. The Grantee shall ensure through written documentation of family income that, based upon the category of unit being evaluated, all units for which hazard control is performed meet the requirements outlined in Housing and Urban Development (HUD) Policy Guidance Number 2014-01, found at [http://portal.hud.gov/hudportal/documents/huddoc?id=2014-01\\_Unit\\_Eligibility.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=2014-01_Unit_Eligibility.pdf), and incorporated herein by reference.
    - a. The Grantee shall complete Appendix A, Attachment 3 for each child under 6 years of age who will be occupying the unit, expected to occupy the unit, or spending a significant amount of time in the unit, as defined by HUD Policy Guidance Number 2014-01. Completed and signed Appendix A, Attachment 3 forms shall be maintained by the Grantee and made available upon request to the Department.
    - b. For rental units, the Grantee shall ensure, through a written Agreement between itself or its subcontractors and the landlord, that the landlord



shall affirmatively market and match treated units with low-income families with children less than 6 years of age, for not less than three years following the completion of hazard control, except that buildings with five or more units may have up to 20% of the units occupied by families with incomes above 80% of the area median income level, as determined by HUD.

- c. Vacant units:
  - i. If the owner intends to occupy the unit after completion of the work, the Grantee shall base its eligibility determination on the requirements set out for owner-occupied units in HUD Policy Guidance Number 2014-01.
  - ii. If the unit will be sold or rented after completion, then the Grantee shall base eligibility on the requirements set out in HUD Policy Guidance Number 2014-01 as appropriate based on the future occupant's status.
- 2. Target housing. In order to be eligible, the unit shall fall within the definition of target housing as stated in Paragraph I (Z) of Appendix D.
- R. The Grantee shall designate a contact person for all persons interested in obtaining information about the eligibility determination process. The contact name and contact information shall be listed on any written information given to interested persons. This shall occur over the course of this Grant Agreement.
- S. The Grantee shall choose between the following categories of eligible units in determining priority of hazard control over the course of this Grant Agreement. The Grantee has no requirement to deal with one category of units over another; however, the Grantee shall adhere to the prioritization of units within each category as set forth below. This shall occur over the course of this Grant Agreement.
  - 1. Single occupied rental units.
    - a. Eligible single occupied rental units with an Elevated Blood-Lead Level (EBLL) child.
    - b. Eligible single occupied rental units with a non-EBLL child under 6 years of age, if, in the Grantee's estimation, sufficient funds are available to provide hazard control services to all eligible and willing single occupied residential rental units with an EBLL child under 6 years of age.
  - 2. Multiple occupied rental units in same complex.
    - a. Eligible multiple occupied rental units within the same complex with any EBLL children.
    - b. Eligible multiple occupied rental units with any non-EBLL children less than 6 years of age.
    - c. Once a multiple rental unit building is deemed eligible, all eligible units may be treated for hazard control if, in the Grantee's estimation, sufficient funds are available to provide hazard control services at least to all eligible and willing units within the multiple rental unit building with an EBLL child.
  - 3. Owner-occupied units.
    - a. Eligible owner-occupied units with an EBLL child.

- b. Eligible owner-occupied units with a non-EBLL child under 6 years of age, or where such a child is expected, or spends a significant amount of time.
  - c. Eligible owner-occupied units with no children under 6 years of age.
    - i. The Grantee shall obtain prior written permission from the Department before providing hazard control services to owner occupied units without any children under 6 years of age and where such a child is not expected or does not spend a significant amount of time.
    - ii. Only 10% of all owner occupied units treated by the Grantee shall be units without a child under 6 years of age or where a child under 6 years of age is not expected or does not spend a significant amount of time visiting.
- 4. Vacant units.
  - a. The Grantee shall only perform work on vacant units for which the owner shall agree through some legally enforceable mechanism to comply with the eligibility requirements set out in Paragraphs S and U.
- T. The Grantee shall certify in writing that environmental requirements shall be followed in each area in accordance with Appendix A, Attachment 4. The Grantee shall complete, scan, and upload said form into HHM. Such certification must be received by the Department in conjunction with pre-certification information entered into HHM before any hazard reduction work is performed on the unit. The Grantee shall be responsible for submitting all forms related to the Environmental Review Process via Appendix A, Attachment 4 for each unit before hazard control work is performed. This shall occur over the course of this Grant Agreement.
- U. The Grantee shall include an owner sign-off provision that requires the owner to co-sign with the Grantee before payment is made to the subcontractor for any work performed with funds under this Grant Agreement. This shall occur over the course of this Grant Agreement.
- V. The Grantee shall either perform hazard control work itself using only certified personnel, or use subcontractors appropriately certified and licensed by the Commonwealth, to perform the work. This shall occur over the course of this Grant Agreement.
- W. Subcontractor Monitoring
  - 1. The Grantee shall conduct site visits to monitor each subcontractor's work performance, to ensure that work is being conducted in a safe and effective manner and to ensure strict adherence to the occupant protection plan for that unit. The Grantee shall maintain written documentation in a separate file for each unit served. This documentation shall indicate the date of the site visit, the name of the individual conducting the site visit, and observations made of the work site and performance. The Grantee shall perform at least one site visit per unit during the LHC portion of the job.
  - 2. The Grantee shall report any identified violations of Act 44 and its regulations, OSHA regulations, Title X and its regulations, or any other applicable law or regulation, to the applicable agency, including the Department, the Pennsylvania Department of Labor and Industry, and to the subcontractor as appropriate.

3. In units where temporary relocation for the entire duration of the hazard control work does not take place, the Grantee shall monitor that containment is adequate per the HUD Guidelines.
- X. The Grantee shall develop an Occupant Protection Plan for each individual unit over the course of this Grant Agreement.
1. The Occupant Protection Plan is the necessary method of protection for the unit as outlined in Chapter 8 of the HUD Guidelines.
  2. The Occupant Protection Plan shall be developed in consultation with the lead risk assessor and the subcontractor lead supervisor.
  3. The Occupant Protection Plan shall be compiled and documented before the hazard control work is begun, and a copy shall be available on site. The Grantee shall maintain a copy of each Occupant Protection Plan and make them available to the Department upon request.
  4. The Grantee shall coordinate and direct the protection of occupants (including temporary relocation when necessary) during hazard control. The Grantee shall appoint an occupant protection coordinator for each unit. The protection coordinator shall assist occupants of the unit with the protection methods deemed necessary for that unit.
- Y. If staying in the unit during the LHC work, the Grantee shall safely protect occupants from any work areas over the course of this Grant Agreement as follows:
1. Lab clearance should be achieved before any occupants are allowed back into a previous work area.
  2. If the occupants are unable to vacate the unit due to hardship, then a certified risk assessor must visually clear the area in question and take dust wipes before allowing occupants access to this area.
  3. The wipes should be lab analyzed within 24 hours, if possible.
  4. If above clearance standards are not achieved, the occupants must then be isolated from the area until lab clearance is achieved.
  5. If this situation happens once in a unit, then occupants may not be allowed into any other work areas again until after that area has passed lab clearance.
  6. The Grantee shall also protect all belongings from lead dust exposure while work is being performed, and shall clean these belongings of lead dust before being returned to service.
- Z. When temporary relocation from the unit is the necessary method of protection:
1. The Grantee shall offer each tenant a relocation site and reimbursement.
    - a. If the tenant chooses not to relocate when this is the necessary method, the unit shall not be eligible for funds under this Grant Agreement.
    - b. The Grantee shall inform the tenant and the property owner of the need to temporarily relocate, and the consequences of refusing to relocate prior to work beginning on the unit.
    - c. If the tenant chooses not to relocate, or chooses to relocate at his or her own expense, then the Grantee shall document that decision, and

maintain such documentation in the unit file which shall be accessible to the Department.

2. The Grantee shall offer owners-occupants a temporary relocation unit and reimbursement when relocation is required if such aid is absolutely necessary. The Grantee shall encourage such persons to seek alternative arrangements before providing aid. As with tenants, if temporary relocation is the required method of occupant protection in an owner-occupied unit and the owner refuses to relocate, then the unit will not be eligible for funds under this Grant Agreement. This shall occur over the course of this Grant Agreement.
3. The unit belongings may be moved professionally, moved by the occupants, or left in place. If moving of belongings occurs, the Grantee shall either pay reasonable costs for the professional move or reimburse the occupant for reasonable costs if the occupant moves the belongings.
  - a. In order to minimize expenses wherever feasible, larger contents of the unit may remain in the unit. If this is to occur, the Grantee shall arrange for the collection of the contents in one or more areas in the unit and securely wrap the contents in plastic to prevent entrance of any lead dust.
4. The Grantee shall minimize the cost of temporary relocation, and time spent by individuals in relocation housing over the course of this Grant Agreement.
  - a. Relocation shall not be permanent. The Grantee shall advise all unit occupants in writing prior to relocation that they shall not be permanently displaced.
  - b. The Grantee shall begin work, or shall require the subcontractor to begin work, on a unit as soon as possible after the persons occupying that unit have been relocated.
  - c. The Grantee shall not invoice more than \$1,500.00 per unit in LHCP funds for occupant protection services including occupant protection services done on a daily basis, as well as temporary relocation, for the duration of the hazard control work. If a Grantee maintains a safe house for relocation purposes, the fixed cost of this safe house can be spread over all units whose occupants used that safe house, as long as the cost charged per unit in the relocation category remains at \$1,500.00 or under. Grantee shall maintain records to justify and explain these relocation expense claims.
5. The Grantee shall inform tenants in writing over the course of this Grant Agreement who must be temporarily relocated with reasonable advance notice of the relocation that:
  - a. They will not be permanently displaced by services provided under this Grant Agreement.
  - b. They will be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs at that housing.
  - c. They will be provided appropriate advisory services, including reasonable advance written notice of the date and approximate duration of the temporary relocation; and the address of the suitable, decent, safe, and sanitary unit to be made available for the temporary relocation period.

6. The requirements contained in this task shall occur over the course of this Grant Agreement.
- AA. Following the hazard control and clean-up in a work area of a unit, the Grantee shall perform, or have performed by an entity separate from the subcontractor, a clearance examination. The purpose of the examination shall be to determine if safe dust lead levels and safe soil levels have been achieved, and that all required work was completed. The clearance examination shall:
    1. Be performed at an average of \$250 per examination.
    2. Take place at least one hour after the final cleanup.
    3. Include the following:
      - a. Single surface dust lead-level wipe tests;
      - b. A visual inspection that ensures all required work was done; and
      - c. Soil tests, if necessary.
  - BB. The Grantee or the entity performing the clearance examination shall have specimens from single surface dust lead level wipe test sent to a laboratory accredited by the NLLAP. The Grantee shall send the specimens for clearance to the laboratory within 24 hours of collection.
  - CC. The risk assessor shall notify the Grantee within one business day by telephone or fax of laboratory clearance examination results. Written notice of these results will be provided to the Grantee within one week of receipt. The Grantee shall provide these results to the owner of the unit, and maintain copies on file in their records. The date of clearance will be the date of the visual inspection and when dust wipe samples were collected.
  - DD. The Grantee shall achieve, and shall require any subcontractors to achieve, satisfactory clearance dust wipe test results as defined in the HUD Guidelines, Chapter 15, table 15.2, in order for any final payment to be made for hazard control work and before any relocated unit occupants may re-occupy the unit. If satisfactory results are not achieved, the Grantee shall perform, or require the subcontractor to perform, additional hazard control and clean-up, and shall arrange retesting of only the failed areas of the unit until acceptable levels have been achieved at no cost to the Department, owner, or occupant. This shall occur over the course of this Grant Agreement.
  - EE. In units where relocation from the unit for the duration of the work was not required, the Grantee shall not permit occupants to re-enter any work area until acceptable lab clearance results for that area have been received, or in hardship cases, until a visual check has been done and dust wipes have been taken. This shall occur over the course of this Grant Agreement.
  - FF. To promote continuity and accuracy, the Grantee shall use the same entity as performed the combined inspection/risk assessment to perform the clearance examination, if possible. This shall occur over the course of this Grant Agreement.
  - GG. The Grantee shall utilize Healthy Homes (HH) funds outlined in Appendix C to conduct Healthy Homes Inspections in the 29 units receiving I/RAs throughout this Grant Agreement.
  - HH. The Grantee shall utilize HH funds outlined in Appendix C to address non-lead health and safety hazards by conducting a comprehensive assessment using the Healthy Homes Rating System in the 19 units receiving LHC. The Grantee shall

conduct a minimum of nine HH remediations in the first year of the Grant Agreement, and a minimum of 10 HH remediations in the second year of the Grant Agreement.

- II. For homes that have LBP hazards and qualify for LHC, the Grantee shall use the Healthy Homes Rating System (HHRS) to assess the non-LBP hazards and determine the hazards that present the most risk. This shall occur over the course of this Grant Agreement.
  1. The HHRS assessment can be performed on site using the HHRS mobile app or on a PC using the desktop version.
  2. The HHRS assessment ranks any non-LBP hazards identified during the healthy homes inspection according to their potential impact upon residents.
  3. The Grantee shall identify the highest risk hazards prioritized by the HHRS assessment, and shall use program funds to hire qualified contractors for HH remediation.
  4. The Grantee shall, to the greatest extent possible, use a single subcontractor to address the maximum number of hazards in an effort to keep costs at the lowest possible rate. HH remediation, LHC, rehabilitation, weatherization and other property maintenance code upgrades are to be completed simultaneously whenever feasible.
  5. The Grantee shall utilize HHM to notify the Department and receive permission from the Department before beginning healthy homes remediation on a unit. The Department will provide permission to proceed, or objections, through HHM no later than the end of the fifth business day after receipt of said notification. Permission to proceed with remediation will not be granted after June 1, 2019.
- JJ. After each HH assessment, the Grantee shall provide a detailed report of any findings related to non-lead hazards to the occupant. This shall occur over the course of this Grant Agreement.
- KK. The Grantee shall utilize HH funds outlined in Appendix C to address non-lead health and safety hazards by conducting HH remediation in all 19 units that receive LHC. This shall occur over the course of this Grant Agreement.
- LL. After each remediation, the Grantee shall perform a follow-up HH inspection on the home within 90 calendar days to determine whether the non-lead hazards have been adequately. This shall occur over the course of this Grant Agreement.
- MM. The Grantee shall provide all lead-based testing results and summaries of LBP hazard control treatments and clearances to the owner of the unit, together with a notice describing the owner's legal duty to disclose the results to tenants and buyers, and describing the owner's responsibility to maintain the condition of the property (Appendix A, Attachment 5). Grantee files shall contain documentation verifying the documents were provided to the owner, which shall contain the owner's signature and date of receipt. This shall occur over the course of this Grant Agreement.
- NN. The Grantee shall maintain the following information for review upon request over the course of this Grant Agreement:
  1. Each unit's LHC workplan, HH remediation workplan, contract(s) I/RA report, Occupant Protection Plan, documentation that risk assessor or Grantee or both was certified at the time work was performed under this Grant Agreement (may include photocopy of Labor and Industry-issued license).

2. Before hazard control work begins, each occupant who is under 6 years of age must receive a blood lead test (or the Grantee shall require a waiver to be signed by the child's parent or guardian) for lead poisoning within the six months preceding the housing intervention (See Appendix A, Attachment 6). The occupant's doctor or a clinic can be used to determine the blood lead level.
  3. If the parent or guardian of a child under the age of 6, who resides in a non-EBLL unit, refuses to have the child's blood lead level screened prior to work beginning on the unit, a waiver must be signed by the parent or guardian. The waiver shall state that the parent or guardian has been made aware of the risks of not knowing whether their child is currently lead poisoned and of not knowing other measures besides LHC that may also need to be done at this time, and that they refuse to have the child's blood lead level screened before LHC work is begun. The unit shall still be eligible for services under this Grant Agreement if such a waiver is signed and all other eligibility requirements are met. The waiver may be found at Appendix A, Attachment 6.
  4. All reports required under this Grant Agreement are included in the Unit File Checklist (Appendix A, Attachment 7).
- OO. The Grantee shall maintain evidence of having provided to the property owner of the unit, together with a notice describing the owner's legal duty to disclose the results to tenants and buyers, copies of all test results including dust testing and inspection/risk assessment reports of eligible housing units constructed prior to 1978 to determine the presence of LBP and lead hazards from paint or both, dust, or soil through the use of acceptable testing measures. This shall occur over the course of this Grant Agreement.
- PP. The Grantee shall send all reports required under this Grant Agreement electronically to the Department Project Officer. This shall occur over the course of this Grant Agreement.
- QQ. The Grantee shall not use funds under this Grant Agreement to serve any unit having a special flood hazard pursuant to 42 U.S.C. Sections 4001-4128, unless all applicable requirements under that act have been met. The Grantee shall make this determination prior to performing the financial eligibility determination.
- RR. The Grantee shall not use funds under this Grant Agreement to serve any unit located within the Coastal Barrier Resources System pursuant to 16 U.S.C. Section 3501 et seq. This shall occur over the course of this Grant Agreement.
- SS. If the Grantee chooses to use funds under this Grant Agreement for LBP hazard control of properties listed on the National Register of Historic Places or that are eligible for inclusion on the National Register, the Grantee shall first obtain the appropriate clearances pursuant to the applicable laws and regulations, including Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. Section 470f, as amended. The Grantee shall obtain the necessary approvals for its area. The Grantee shall provide the Department with all necessary documentation concerning those approvals upon request. The Grantee shall indicate on the environmental certifications form (Appendix A, Attachment 4) whether the property is subject to historic review and shall obtain the appropriate clearances. No work shall be done before written Department pre-certification is granted on a unit. By signing Appendix A, Attachment 4, the Grantee agrees to carry out all Federally required environmental responsibilities. This shall occur over the course of this Grant Agreement.
- TT. The Department will only pay for services under this Grant Agreement if hazard control work, including abatement, is justified by the LBP inspection and risk

assessment report, and the work has been performed consistent with this Grant Agreement. This shall occur over the course of this Grant Agreement.

- UU. The Grantee shall make no payment of funds under this Grant Agreement directly to owners or tenants of units to be served under this Grant Agreement unless that payment is for temporary relocation or moving expenses as permitted under this Grant Agreement. This shall occur over the course of this Grant Agreement.
- VV. The Grantee shall not require repayment of these Grant Agreement funds from any owner or occupant of a unit on which it conducts hazard control. Funds under this Grant Agreement shall be used as Grants to eligible families, not loans. This shall occur over the course of this Grant Agreement.
- WW. The Grantee shall not conduct any hazard control work under this Grant Agreement which requires permanent relocation, including relocation falling under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970. 42 U.S.C. Sections 4601-4655. This shall occur over the course of this Grant Agreement.
- XX. The Grantee shall not use funding under this Grant Agreement in excess of \$500.00 to perform soil abatements without prior written Department approval. Abatement of lead-contaminated soil should be limited to areas with bare soil in the immediate vicinity of the structure, that is drip line or foundation of the unit being treated and children's play areas. Complete abatement of all LBP or lead contaminated soil in a unit or structure is not acceptable as a cost effective strategy and may only be performed under exceptional circumstances. Only conservative methods of handling soil lead hazards such as ground covers shall be permitted. Units with severe soil lead hazards may be ineligible for work under this Grant Agreement. This shall occur over the course of this Grant Agreement.
- YY. The Grantee shall only use funding under this Grant Agreement for replacement components that have no more than .02% (200 ppm) lead content. The Department will not reimburse the Grantee for any units where lead containing replacement components above this level have been used. This shall occur over the course of this Grant Agreement.
- ZZ. The Grantee shall utilize the Department's HHM database to enter unit and recipient information for all units receiving funds throughout this Grant Agreement. This shall occur over the course of this Grant Agreement.
- AAA. The Department will assess the Grantee's progress at a minimum of each quarter (ending September 30, December 31, March 31, and June 30).
- BBB. The Grantee shall use funds to purchase or provide maintenance of XRF machines. This shall occur at any point during this Grant Agreement.
- CCC. The Grantee shall use funds for travel to relevant trainings and conferences. Costs to be covered include travel costs, including airfare, registration costs, and other travel-related costs. This shall occur over the course of this Grant Agreement.

## **II. Reporting Requirements**

- A. On or before each 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 4:00 p.m. during the time this Grant Agreement is in place, the Grantee shall update all unit and recipient data in HHM.
- B. On or before October 15, January 15, April 15, and July 15, during the time this Grant Agreement is in place, the Grantee shall provide a Quarterly Narrative, on the form attached hereto as Appendix A, Attachment 8. The Department reserves the right to update these forms upon prior written notice to the Grantee. Any such updates shall be incorporated herein by reference.



- C. On or before October 15, January 15, April 15, and July 15, during the time this Grant Agreement is in place, the Grantee shall report on the progress of outreach activities and training to the Department via HHM.
- D. On or before January 5, during the time this Grant Agreement is in place, the Grantee shall provide Section 3 Data for the previous calendar year on hiring and contracting with low-income residents. Section 3 data shall be provided to the Department on form #HUD-60002, attached hereto as Appendix A, Attachment 9 and incorporated herein.
- E. By August 29, 2019, the Grantee shall provide the Department with a completed final form # HUD-60002, attached hereto as Appendix A, Attachment 9 along with, a final written report, which shall include the following: the applicant's plans, execution of the plans, achievements, lessons learned, and any suggestions for future improvements to the program. The report need not be lengthy, but should be of quality and detail to provide a free-standing description to any outside reader of all the work and achievements under the Grant Agreement.

# Seven Principles of Healthy Housing



Keep it...



## Dry

Since dust mites and other pests thrive in damp environments, look for and fix any plumbing or roof leaks  
Check gutters to be sure water is directed away from the home

## Clean

Surfaces should be smooth and cleanable  
Reduce clutter  
Clean with wet cloths/mops; dry rags and brooms stir up dust

## Pest-free

Remove sources of food and water, especially overnight  
Use trash cans with lids and empty regularly  
Seal cracks and holes in exterior walls  
Use the least toxic pesticides only as a last resort



## Ventilated

Vent both kitchen and bathroom fans to the outside  
Open windows on nice days

## Safe

Keep poisons and chemical cleansers out of reach of children  
Use rugs with rubber backing  
Install smoke detectors and check batteries every month

## Contaminant-free

Test for radon, a gas present in most homes; high levels can lead to lung cancer  
Any smokers should smoke outdoors and away from entrances/open windows

## Maintained

Keep up with repairs so small problems don't become big problems



From The Surgeon General's Call to Action To Promote Healthy Homes



# A Healthy Home Checklist

## Bedrooms, Living Rooms, and Family Rooms

- ☐ Install smoke and carbon monoxide alarms ☐ Do not smoke or allow anyone else to smoke in the home.
- ☐ If your home was built before 1978:
  - ☐ Test your home for lead paint.
  - ☐ Fix peeling or chipping paint using lead-safe work practices.
  - ☐ Use safe work practices when painting, remodeling, and renovating to prevent spreading lead dust.
- ☐ Keep floors clear of electrical cords and clutter.

## Kitchens

- ☐ Never use the stove or oven to heat the house. ☐ Use a range hood fan or other kitchen exhaust fan that vents outside.
- ☐ Install smoke and carbon monoxide alarms.
- ☐ Use safe cleaning and pest control products.
- ☐ Stop cockroaches, ants, and mice without pesticides:
  - ☐ Keep them out – seal openings to the outside and between rooms.
  - ☐ Starve them – put away food, clean up, cover the trash and garbage.
  - ☐ Deny them water – fix leaks and wipe up spilled water.
- ☐ When necessary, use closed baits, traps, and gels.
- ☐ Never use bug bombs.

## Bathrooms

- ☐ Install grab bars next to the bathtub and shower.
- ☐ Use mats with nonslip rubber backs on bathroom floors.
- ☐ Clean up moisture and mold safely.
- ☐ Use a bathroom exhaust fan that vents outside.

## Attics

- ☐ Check for water leaks from the roof.
- ☐ Ensure proper ventilation to prevent moisture that can promote mold growth.
- ☐ Seal gaps around roofing and attic openings to keep rodents and insects out.
- ☐ Clean up clutter to deny rodents and insects places to nest.

## Stairways and Halls

- ☐ Fix loose or uneven steps and rails.

- ☐ Attach stairway carpet firmly to every step—or remove carpet and attach nonslip rubber stair treads.
- ☐ Keep stairs free of clutter.
- ☐ Install handrails on both sides of the stairs.
- ☐ Keep a working light bulb in overhead lights in the hall and the stairs.

Everyone can have a healthy home. This checklist and accompanying illustration show some key action steps to take in each room and area of the home.

## Basement, Crawl Space, Utility and Laundry Areas

- ☐ Set hot water heater at 120°F to prevent burns.
- ☐ Change furnace/AC filter regularly.
- ☐ Have gas appliances and furnaces checked yearly to make sure they don't release extra carbon monoxide.
- ☐ Make sure the clothes dryer vents outside.
- ☐ Test for radon. If there's a high level, hire a specialist to eliminate the hazard. **Outer Parts of**

## House and Yard

- ☐ Keep pests away:
  - ☐ Fix holes, cracks, and leaks on exterior of the house.
  - ☐ Eliminate standing water and food sources.
  - ☐ Keep trash can covered with a lid. ☐ Remove shoes before entering the house to keep dirt containing lead and other toxins outside. ☐ Maintain gutters, downspouts, and roof to prevent moisture from entering the home.
- ☐ Use safe work practices when painting, remodeling, or renovating a home built before 1978.
- ☐ If you have a septic tank or private well, properly maintain it to prevent illness.
- ☐ Be ready in case of disaster: have a kit for shelter in place and plan fire escape routes.

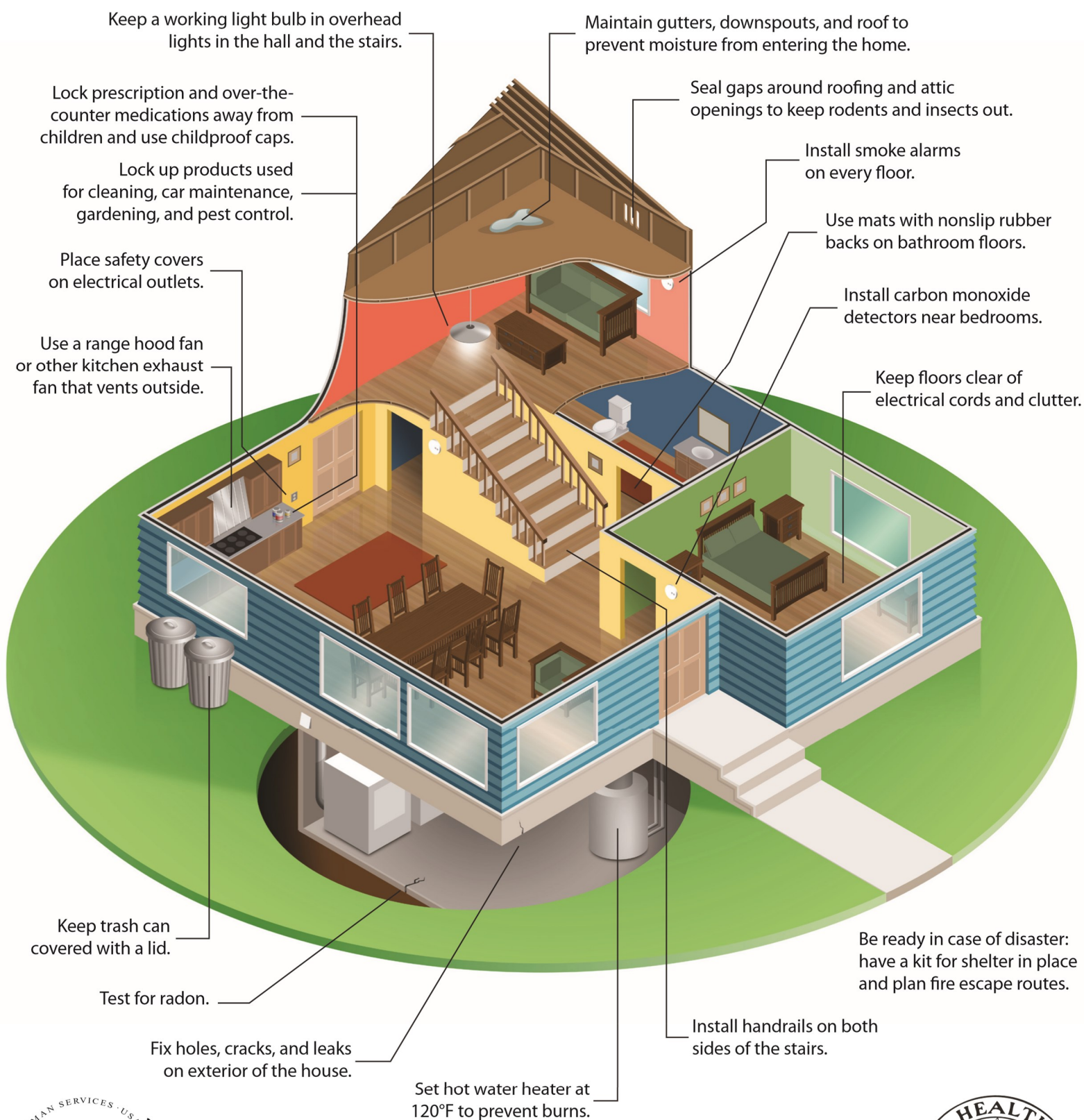
**Special steps to protect children:**

- ☐ Make sure cribs, playpens, and play equipment are safe.
- ☐ Keep cribs free of soft objects or loose bedding. ☐ Use cordless blinds and shades, or tie the cords out of reach of children.
- ☐ Place infants on their back to sleep.
- ☐ Place safety covers on electrical outlets. ☐ Lock prescription and over-the-counter medications away from children and use childproof caps.
- ☐ Use stair gates at the top and bottom of stairs. ☐ Lock up products used for cleaning, car maintenance, gardening, and pest control.
- ☐ If you have a swimming pool, make sure you have proper fencing and gates around the pool.
- ☐ Complete a playground safety checklist if you have playground equipment in your yard.
- ☐ If a firearm is kept in the home, it should be stored unloaded and locked in a secure container—inaccessible to children.

A



**Healthy Home**



## Checklist



For more information, visit <http://www.cdc.gov/healthyhomes> or <http://www.surgeongeneral.gov>.

**Child Occupied Unit Certification  
Lead Hazard Control Program (LHCP)**

**Please print all requested information (except signatures).**

Type of Unit: ☐ Rental ☐ Owner Occupied

Name(s) of Owner/Tenant: \_\_\_\_\_

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

Name of Child #1 \_\_\_\_\_

Age of Child \_\_\_\_\_ Child Date of Birth \_\_\_\_\_

Name of Child #2 \_\_\_\_\_

Age of Child \_\_\_\_\_ Child Date of Birth \_\_\_\_\_

Name of Child #3 \_\_\_\_\_

Age of Child \_\_\_\_\_ Child Date of Birth \_\_\_\_\_

Name of Parent/Guardian of the Child(ren) \_\_\_\_\_

Relationship of the Child(ren) to the Owner/Tenant \_\_\_\_\_

Please check one of the following, which best describes the child occupancy of this unit:

\_\_\_\_\_ Child under age 6 is a permanent resident of the above-mentioned unit.

\_\_\_\_\_ Child under age 6 is expected to reside in the unit (i.e. pregnant woman is an occupant; or family is undergoing the process to adopt or become foster parents of a child under age 6).

\_\_\_\_\_ Child under age 6 visits at least two different days within the week (Sunday through Saturday) and each day's visit lasts at least 3 hours and the combined weekly visits last at least 6 hours and the combined annual visits last at least 60 hours. Estimated duration and frequency of visits \_\_\_\_\_.

I/We certify that the disclosed information is true and will be used for program participation purposes only.

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant/Owner

\_\_\_\_\_  
Date



**Appendix A**  
**of Rehabilitation Environmental Review**  
**(For FY 2012 OHHLHC Grantees; all previous versions are obsolete)**

This **Appendix A** review must be completed for each residential structure proposed for minor rehabilitation before HUD funds are committed to specific projects. *It may be used only in conjunction with a currently valid **RER** (Rehabilitation Environmental Review) form. Completion of Appendix A will not require the submission of an additional **RROF/EC** (Request for Release of Funds/ Environmental Certification form 7015.15) if Authority to Use Grant Funds was obtained from HUD for the program's RER. This format includes documentation of compliance with the relevant related laws/authorities listed at §58.6.*

**Project (Building/Unit) Address:**

---

**Part III HISTORIC PRESERVATION**

**1. Does the project involve only those activities permitted without further consultation under a currently valid programmatic agreement** among the responsible entity, the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) and/or the Advisory Council on Historic Preservation?

( ) Yes ( ) No

**IF YES**, note date of programmatic agreement \_\_\_\_\_, document implementation of the terms of the agreement and **STOP HERE**; the Section 106 Historic Preservation review is complete. **IF NO**, **PROCEED**.

**2. Does the project involve only acquisition and/or minor, interior rehabilitation of a 1-4 unit residential structure that is less than 50 years old, with no visible changes to the exterior and no potential to cause effects** on historic properties per §800.3(a)(1)? ( ) Yes ( ) No

**IF YES**, record date of building construction: \_\_\_\_\_, age: \_\_\_\_\_ years. Enclose documentation why the proposal has no potential to affect historic property per §800.3(a)(1) and **STOP HERE**. The Section 106 Historic Preservation review is complete. **IF NO**, **PROCEED**.

**3. If the proposed rehabilitation involves physical work with potential to affect any historic structure, determine** – in consultation with the appropriate SHPO/THPO – whether the building is listed or eligible for inclusion in the National Register of Historic Places (NR).

Is the building listed in or eligible for listing in the NR? ( ) Yes ( ) No

**IF NO**, attach SHPO/THPO concurrence or other evidence of conclusion and **STOP here**. This part is complete pursuant to 36 CFR §800.4(d). **IF YES**, **PROCEED**.

**4. Determine whether historic properties are affected** per §800.4(d). Has SHPO/THPO concurred with your fully documented determination of "no historic properties affected", or failed to object within 30 days of receipt of such determination?

( ) Yes **Attach documentation and STOP HERE**. Section 106 review is complete.

( ) No **Proceed**.

**5. Determine whether the project will have adverse effect on historic properties** according to § 800.5, in consultation with the SHPO/THPO and consulting parties [see §800.2(c)].

Will this project have an adverse effect on historic properties? ( ) Yes ( ) No

**IF NO**, attach SHPO/THPO concurrence and **STOP here**. This part is complete per 36 CFR §800.5(d)(1).

**IF YES**, **PROCEED**.

**6. Resolve Adverse Effects** per §800.6, in consultation with the SHPO/THPO, the Advisory Council on Historic Preservation (ACHP) if participating, and any consulting parties. The loan or grant may not be approved until adverse effects are resolved according to §800.6 or ACHP comment is considered by the Responsible Entity.

**NOTES:**

1. The determination/consultation of eligibility for the NR, may be sent to SHPO/THPO concurrently with the determination/consultation of effect or no effect and with the determination/consultation of adverse/no-adverse effects.

2. The jurisdiction's Chief Executive Officer cannot delegate the decision to approve a project in opposition to Advisory Council comment.

3. Keep copies of this form, all SHPO/THPO and ACHP correspondence in the ERR as evidence of compliance with Section 106 of the National Historic Preservation Act.

#### **Part IV Explosive & Flammable Operations**

**1. Will this proposed acquisition/rehabilitation project result in increased residential density or cause a vacant building to become physically or legally habitable?**

( ) Yes ( ) No

*If the answer to both parts of the question is No, STOP HERE. This part is complete per 24 CFR §51.201.*

*If the answer is Yes, PROCEED.*

**2. Is this proposed project within 1 mile of any visible, explosive-or-flammable-substance container? (a stationary, aboveground tank with a capacity of more than 100 gallons)?**

( ) Yes ( ) No (See 24 CFR 51(C), Appendices I and II).

Field inspection by: \_\_\_\_\_ Date: \_\_\_\_\_

*If No, STOP here. This Part IV is complete. If yes, PROCEED.*

**3. Note Tank volume: \_\_\_\_\_ gallons or diked area around tank: \_\_\_\_\_ square feet.**

**Record distance from the project to the flammable/explosives container: \_\_\_\_\_ feet.**

**4. According to HUD Guidebook "Siting of HUD-Assisted Projects Near Hazardous Facilities"**

(HUD-1060-CPD), the **Acceptable Separation Distance (ASD)** for both, blast overpressure and thermal radiation is: \_\_\_\_\_ feet. (The applicable ASD [see Appendix F for Thermal Radiation or Appendix G for Blast Overpressure] is the greater of the two distances.)

**Is the project located at an Acceptable Separation Distance according to Appendices F and G**

( ) Yes ( ) No *If yes, STOP HERE; Part IV is complete.*

*If no, ( ) DENY PROJECT APPROVAL, or*

( ) APPROVE only with the following mitigation measures designed in compliance with 24 CFR §51.205:

#### **Part V Airport Clear Zones**

**1. Does this project involve the purchase or sale of existing residential property? ( ) Yes ( ) No**

*If no, STOP here. This part is complete, pursuant to 24 CFR Subpart D §51.302. If yes, PROCEED.*

**2. Is the subject property located in a civil airport Runway Clear Zone (CZ), CZ or Accident Potential Zone (APZ) of a military airfield? ( ) Yes ( ) No**

Source Documentation:

*IF NO, STOP here, Part V is complete.*

*IF YES: Provide an airport disclosure statement advising the buyer that the property is in or CZ, what the implications of such a location are and that there is a possibility that the property may, at a later date, be acquired by the airport operator. Obtain the buyer's signature acknowledging receipt of this information and attach it to this Appendix A review. (This disclosure requirement does not apply to Accident Potential Zones).*

#### **Part VI Toxic/Hazardous/Radioactive Materials, Contamination, Chemicals, or Gases**

**1. Are there visible dumps, landfills, industrial sites or other locations containing or releasing toxic/hazardous/radioactive/ materials, chemicals or hazardous wastes on or near the subject site?**

( ) Yes ( ) No *Proceed.*

**2. Does this project site contain an underground storage tank (which is not a residential fuel tank)?**

( ) Yes ( ) No *Proceed.*

Field Inspection by: \_\_\_\_\_ Date: \_\_\_\_\_

**3. Do Federal, State, or local environmental records sources reveal nearby on or nearby sites that may pose threats to the subject site occupants' health or safety?**

( ) Yes ( ) No

Environmental Records Sources researched:

**4. Determination:** Based on all information available, is the subject property free of hazardous materials, contamination, toxic chemicals, gases and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the property?

( ) Yes ( ) No *IF YES, STOP HERE the proposal is in compliance with HUD environmental policy on toxic/hazardous substances at §58.5(i)(2).  
IF NO, PROCEED.*

5. Gather all pertinent information about the on-site or nearby toxic hazard, e.g., waste characteristics, quantity, distance, prevailing wind direction, direction of slope, etc. Contact the State Department of Health Environment, as needed, for assistance in assessing exposure to health hazards. Determine whether nearby toxic, hazardous or radioactive substances could affect the health and safety of project occupants.

6. Mitigate the adverse environmental condition by shielding, removing, or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency; **OR** reject the subject proposal.

**DENY HUD ASSISTANCE if, after mitigation, the housing is still determined to be in an UNSAFE OR UNHEALTHY ENVIRONMENT. Attach all pertinent documentation, with assistance denial decision.**

**PART VII STATUTES and REGULATIONS listed at 24 CFR 58.6**

**FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT**

1. Does the project involve the acquisition, construction, or rehabilitation of structures, buildings, or mobile homes?

( ) No; flood insurance is not required. The review of this factor is completed.

( ) Yes; continue.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?

( ) No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

\_\_\_\_ (Factor review completed).

( ) Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

\_\_\_\_ (Continue review).

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

( ) Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.

( ) No (**Federal assistance may not be used in the Special Flood Hazards Area**).

**COASTAL BARRIERS RESOURCES ACT**

1. Is the project located in a coastal barrier resource area? (See [www.fema.gov/nfip/cobra.shtm](http://www.fema.gov/nfip/cobra.shtm)).

( ) No; Cite Source Documentation:

\_\_\_\_\_  
(This element is completed).

( ) Yes - **Federal assistance may not be used in such an area.**

**AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES**

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone, or a Military Installation's Clear Zone?

( ) No; cite Source Document, page:

\_\_\_\_\_  
Project complies with 24 CFR 51.303(a)(3).

( ) Yes; **Disclosure statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

\_\_\_\_\_  
Preparer Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responsible Entity Official-Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Lead Hazard Control Program**  
Pennsylvania Department of Health

**Property Owner Maintenance Agreement**

Work performed in a property funded fully or in part by the Lead Hazard Control Program was conducted to make the unit "Lead Safe." This means the property has received a full clearance of immediate lead hazards. Lead Safe should not be confused with lead-free as there may still be lead in the home that does not pose an immediate health risk to its occupants. Disturbance of paint surfaces could result in a reoccurrence of lead hazard; therefore routine maintenance of painted surfaces are essential for the minimization of returning lead hazards and the likelihood of a child becoming lead poisoned.

It is recommended that property owners regularly monitor the condition of their properties, to see if there is evidence of deterioration or paint failure. Monitoring of properties should be conducted at least annually by a visual check of past repairs and improvements involving painted surfaces. Landlords should complete inspections during unit turnover and routine maintenance. It is strongly recommended that a dust wipe test be completed every two years when young children or pregnant women reside in the property.

Property owner receiving Lead Hazard Control Program funds are advised to:

1. Perform repairs, as needed, to maintain surfaces in a smooth and cleanable condition.
2. Correct damaged, chipping or flaking paint immediately to prevent the development of a subsequent lead hazard. Remove loose paint chips with a damp cloth and dispose of cleaning rags.
3. Keep areas where children play as dust-free and clean as possible.
4. Routinely wet mop floors and wipe window ledges and surfaces such as cribs with a general all-purpose cleaner or a cleaner made specifically for lead and warm water. Clothes/rags used for routine cleaning should be washed separately from other laundry items or thrown away.
5. Vacuum and clean carpets regularly.
6. Cover newly exposed soil patches with grass, mulch or other ground cover.
7. Always follow lead safe work practices when working with lead-based paint.
8. Use certified Lead Hazard Reduction Contractors to conduct lead hazard reduction activities for any future renovations.
9. Correct moisture problems when detected that could result in the deterioration of paint surfaces.

The Lead Hazard Control Program is not responsible for the return of lead hazards in the property and funds are not available for conducting the same activities twice within the same property. Maintenance of the property is the responsibility of the owner to ensure a lead safe environment.

I accept and acknowledge the responsibilities outlined in this Agreement.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

**Pennsylvania Department of Health  
Lead Hazard Control Program**

**Blood Lead Screening Release/Waiver**

It is recommended that all children under six years of age have their blood lead level tested prior to hazard control work in your home. If your child (children) have not received a blood test in the past three **(3) months**, you should contact your child's primary health care provider, local health department, or local state health center to arrange for a test.

Please check one of the following – the one which best describes your children:

\_\_\_\_\_ My child (children) under six **have** had their blood lead levels tested in the past three **(3) months**. Please identify test provider: \_\_\_\_\_ and date of test: \_\_\_\_\_.

\_\_\_\_\_ I hereby authorize the provider to release the results of this (these) blood test(s) to the Lead Hazard Control Program.

\_\_\_\_\_ My child (children) under six **have not** had their blood lead levels tested in the past three **(3) months and I agree to have them tested at this time**.

\_\_\_\_\_ **WAIVER** - For religious and/or personal reasons, I choose **not to have** my child (children) tested for lead. I have been made aware of the risks of not knowing whether my child (children) is (are) lead poisoned and of not knowing other measures besides lead hazard control that may also need to be done at this time.

I/We voluntarily disclose this information. I/We understand that disclosure of this information is not required for participation in the Lead Hazard Control Program.

---

Parent/Guardian Signature

Date

**NOTE: The use of a three (3) month time reference in this form assumes that it may take an additional two-three months from the time the owner applies for the program to the time that hazard control commences on a child's home. Thus, the overall period between blood testing and hazard control would not exceed six (6) months.**

Pennsylvania Department of Health  
Lead Hazard Control Program

## UNIT FILE CHECKLIST

- ☐ File checklist containing required documents and forms
- ☐ Completed application/Intake form containing address and description of property (map if available)
- ☐ Name and contact information of owner
- ☐ Occupant name if different than owner
- ☐ Income eligibility documentation
- ☐ Applicable family release/consent forms
- ☐ Appendix A, Attachment 3 (Child Occupied Unit Certification)
- ☐ Appendix A, Attachment 6 (Child Lead Screening Release Form/Waiver) or blood test (BLL) results
- ☐ Written agreement with landlord to give priority to low-income families with kids <6 yrs if applicable
- ☐ Lead Paint Inspection/Risk Assessment Report
- ☐ Before and After Photos of unit
- ☐ Date Homeowner given Appendix A, Attachments 1 and 2
- ☐ Statement from owner that unit is not under pending HUD, EPA, DOJ action or final order regarding violation of Lead Disclosure or LSHR
- ☐ Scope of Work/Work Specifications, including risk assessment results and cost estimates

Pennsylvania Department of Health  
Lead Hazard Control Program

- ☐ Bid Package
- ☐ Appendix A, Attachment 4 (Environmental Review)
- ☐ Approved Pre-Certification form
- ☐ 5 days prior to work starting, Notification of Work sent to Labor & Industry
- ☐ Contractor is certified/ photocopies of workers' photo ID (lead certification and RRP)
- ☐ Contractor license monitoring form
- ☐ Compliance documentation for RRP
- ☐ Site visit log
- ☐ Invoices/Payment documentation
- ☐ Occupant Protection Plan with Relocation Coordinator
- ☐ Relocation Notice if family is relocated
- ☐ Clearance Visual Inspection/Dust Wipe sampling, date performed
- ☐ Lab results of clearance sampling
- ☐ Signed receipt that owner was given copies of all documentation & Lead Disclosure Rule





## LEAD HAZARD CONTROL PROGRAM

### Vendor Quarterly Narrative

Vendor:		
Program Manager:		
Report Period:		
Project Period of Performance:	Start date:	End date:
Grant Agreement Amount:		
Number of Projected Units per Grant Agreement:		
Cumulative Number of Units Completed this Period:	Units Completed:	Percentage of Total:

#### **A. Program Management**

A1. Describe any obstacles to performance and measures taken to overcome those obstacles.
A2. Describe efforts to enhance the coordination and integration of LHC work with other housing, health, and environmental programs. Describe other services to be provided such as blood lead testing and community education and outreach.
A3. Describe the availability of lead-based paint and/or healthy homes contractors in your area. Describe activities you have taken to increase the number of contractors available to provide lead hazard control work as part of your grant.
A4.1. Describe any changes in key personnel in the program and their impact on programming.
A4.2. Describe any significant changes to the work plan, benchmarks, or budget that have occurred.
A4.3. Describe methods used to collect program data and what criteria were used to evaluate the performance of your program.

A4.4. Describe the effectiveness of the financing mechanisms used in enrolling property owners, including owners of rental properties, in the program.
A4.5. Describe any efforts undertaken to develop and utilize a lead-safe housing registry. (Include information on the number of units included, the public availability of the system, and examples of how the registry has been used.)
A5. List the number of jobs created and/or retained as a result of grant funding. List the number of green jobs created and/or retained as a result of grant funding.
A6. Describe any Environmental Review Quality Assurance Plans.
A7. Describe any challenges that may arise and how are you addressing those potential challenges.

### **B. Community Education, Outreach, and Training**

B1. Describe outreach techniques and/or particular methods, materials, and formats that have proven to be most effective (include copies of any media coverage and materials, including press clippings).
B2. Describe the skills trainings completed this quarter. Discuss the types of training provided and any certifications received.

### **C. Lead Hazard Control Activities**

C1. Describe the extent to which lead hazard control activities were conducted in conjunction with other work. (i.e., rehabilitation, code correction, weatherization, etc.).
C2. Describe the lead hazard control methods or combination of methods used. To the extent possible, describe the number of housing units completed and cleared for the methods used (e.g., low-level interventions, interim controls, hazard abatement).

C3. Describe any post-hazard control maintenance plans for units where lead hazard control grant work has been completed.

## Economic Opportunities for Low – and Very Low-Income Persons

SAP# 4100077835  
Appendix A, Attachment #9  
OMB Approval No: 2529-0043  
(exp. 11/30/2010)

HUD Field Office:

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade)					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

8 = CDBG State Administered  
9 = Other CD Programs  
10 = Other Housing Programs

## Part II: Contracts Awarded

### 1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

### 2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity \$	
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

## Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

\_\_\_\_\_ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

\_\_\_\_\_ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

\_\_\_\_\_ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

\_\_\_\_\_ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

\_\_\_\_\_ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Page 2 of 2

form HUD 60002 (11/2010)  
Ref 24 CFR 135

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity. Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.

- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.
8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

**Part I: Employment and Training Opportunities Column A:**

Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B: (Mandatory Field)** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C: (Mandatory Field)** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance. **Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F: (Mandatory Field)** Enter the number of Section 3 residents that were trained in connection with this award.

**Part II: Contract Opportunities**

**Block 1: Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts

connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Block 2:** Non-Construction Contracts

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Part III:** Summary of Efforts – Self -explanatory

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Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

SAP # 4100077835

**Appendix B****PAYMENT PROVISIONS**

The Department agrees to pay the Contractor for services rendered pursuant to this Contract as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will reimburse Contractor in accordance with Appendix C, and any subsequent amendments thereto, for the costs incurred in providing the services described in this Contract.
- B. This Contract may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Contract.
- C. Payment to the Contractor shall be made in accordance with the Budget set forth in Appendix C, and any subsequent amendments thereto, as follows:
  - 1. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Contract and adjust any payment to the Contractor accordingly.
  - 2. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Contract using the invoice format in Attachment 1 to this Appendix.
  - 3. An original invoice shall be sent by the Contractor directly to the address as listed in Attachment 1 to this Appendix. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer.
  - 4. The Contractor has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
    - a. General Conditions for Budget Revisions
      - i. *Budget Revisions At or Exceeding 20%.*
        - A. The Contractor shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
        - B. The Contractor shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
        - C. Reallocations at or exceeding 20% of the total amount of the Contract per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
      - ii. *Budget Revisions Under 20%.* The Contractor shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.
      - iii. The Contractor shall obtain written approval from the Department's Project Officer prior to reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.



- iv. The Contractor shall provide the Department's Project Officer with notice or make a request for approval prior to the submission of the next invoice based on these changes.
  - v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
  - ii. The Contractor may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase staff personnel or fringe benefit line items unless one of the following circumstances apply:
    - A. The Contractor is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Contractor shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
    - B. The Contractor is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Contractor shall submit to the Department's Project Officer written justification for the request to increase rates and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the Contractor's inability to fill the position at the existing rates. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to a position may exceed 10% of the original rate.
    - C. The Contractor is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Contractor may add or change a position, title or classification in order to perform work that is already required. The Contractor shall submit to the Department's Project Officer for his or her approval written justification for the request to increase rates and reallocation of funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Contractor's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to an addition or change may exceed 10% of the rate for the original position.
  - iii. The Department's determination regarding the validity of any justification is final.
  - iv. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
  - v. This paragraph is not intended to restrict any employee from receiving an increase in salary based on the employer's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. Contractor shall submit monthly invoices within 30 days from the last day of the month within which the work is performed. The final invoice shall be submitted within 45 days of the Contract's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The Contractor shall be reimbursed only for services acceptable to the Department.

6. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Contract, until the Project Officer has determined that all work and services required under this Contract have been performed or delivered in a manner acceptable to the Department.
7. The Commonwealth will make payments through the Automated Clearing House (ACH) Network. The Pennsylvania Electronic Payment Program (PEPP) establishes the Automated Clearing House Network as the preferred method of payment in lieu of issuing checks. The PEPP enrollment form may be obtained at: [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and can be completed online, as applicable.
  - a. Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). At the time of submitting ACH information, the Contractor will also be able to enroll to receive remittances via electronic addenda. Within 10 days of award of the Grant Agreement, the Contractor must submit or must have already submitted its ACH information and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - b. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
  - c. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Central Vendor Master File (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
  - d. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.

# INVOICE

67CHLDADLT

PO Box 69183

Harrisburg, PA 17106

Payee Name and Address York City Bureau of Health PO Box 509 York, PA 17405-0509			Date			
Current Billing Period						
SAP Vendor Number 138884-010			Invoice Number			
Telephone Number (717) 849-2299			SAP Document Number 4100077835			
Category	Budget Amount	Expenditures to Date for Prior Periods	Balance to Date from Prior Periods	Invoice Amount for Current Period	Cumulative Expenditures through Current Period	Action Amount (Tolerance Exceeded) (1)
I. Personnel Services			0.00		0.00	0.00
II. Consultant Services			0.00		0.00	0.00
III. Subcontract Services			0.00		0.00	0.00
IV. Patient Services			0.00		0.00	0.00
V. Equipment			0.00		0.00	0.00
VI. Supplies			0.00		0.00	0.00
VII. Travel			0.00		0.00	0.00
VIII. Other Costs			0.00		0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

Contractor's Authorized Signature

Date

(1) The Action Amount is the amount at which action is required, either a budget revision or written approval. Please refer to the payment provisions within the contractual document for allowability of reallocating funds between budget categories.

Appendix C  
**OVERALL BUDGET SUMMARY**

York City Bureau of Health  
4100077835  
7/1/17 - 6/30/19

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	230,243.47	-	230,243.47
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	18,565.00	-	18,565.00
VI. SUPPLIES	4,426.00	-	4,426.00
VII. TRAVEL	8,839.85	-	8,839.85
VIII. OTHER COSTS	26,214.68	-	26,214.68
TOTAL	288,289.00	-	288,289.00

Appendix C  
**BUDGET SUMMARY**

York City Bureau of Health  
4100077835  
7/1/17 - 6/30/18

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	134,992.00	-	134,992.00
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	18,565.00	-	18,565.00
VI. SUPPLIES	3,176.00	-	3,176.00
VII. TRAVEL	5,907.00	-	5,907.00
VIII. OTHER COSTS	18,479.00	-	18,479.00
TOTAL	181,119.00	-	181,119.00

## 7/1/17 - 6/30/18

**I. PERSONNEL SERVICES**

	Hourly	Number
--	--------	--------

[illegible]

**Appendix C****York City Bureau of Health****4100077835****7/1/17 - 6/30/18**

Categories			Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
			Y62934000000 7/1/2017 - 6/30/2018	Y62934000100 7/1/2017 - 6/30/2018	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
B. Fringe Benefits								
	Salary	Rate						
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
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	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
Specify the benefits included in this rate:								
Sub-Total			-	-	-	-	-	-
Total			-	-	-	-	-	-

## 7/1/17 - 6/30/18

## II. CONSULTANT SERVICES

### III. SUBCONTRACT SERVICES

-5-



## 7/1/17 - 6/30/18

-6-

## 7/1/17 - 6/30/18

-7-

## 7/1/17 - 6/30/18

**TOTAL**

Appendix C  
**BUDGET SUMMARY**

York City Bureau of Health  
4100077835  
7/01/18 - 6/30/19

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	-	-	-
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	95,251.47	-	95,251.47
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	1,250.00	-	1,250.00
VII. TRAVEL	2,932.85	-	2,932.85
VIII. OTHER COSTS	7,735.68	-	7,735.68
TOTAL	107,170.00	-	107,170.00

## 7/01/18 - 6/30/19

**I. PERSONNEL SERVICES**

	Hourly	Number
--	--------	--------

[illegible]

## 7/01/18 - 6/30/19

Specify the benefits included in this rate:

## 7/01/18 - 6/30/19

## II. CONSULTANT SERVICES

### III. SUBCONTRACT SERVICES

-12-

## 7/01/18 - 6/30/19

#### IV. PATIENT SERVICES

## V. EQUIPMENT

-13-



## 7/01/18 - 6/30/19

-14-

## 7/01/18 - 6/30/19

Category	Value
1	10
2	20
3	30
4	40
5	50
6	60
7	70
8	80
9	90
10	100
<b>TOTAL</b>	<b>500</b>

SAP# 4100077835

**Appendix D****PROGRAM SPECIFIC PROVISIONS****I. Definitions**

- A. Abatement: A measure or set of measures designed to eliminate for a 20-year period lead-based paint (LBP) hazards or to permanently eliminate LBP. Abatement strategies include the removal of LBP, enclosure, encapsulation, replacement of building components coated with LBP, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered interim control measures). All of these strategies require preparation; cleanup; waste disposal; post-abatement clearance examination; record keeping; and, if applicable, monitoring. See also "Interim Controls."

Lead hazard control work performed through this Grant meets the definition of "abatement" in Pennsylvania's Lead Certification Act (1995 P.L.291, No.44). Commonwealth certified supervisors and workers who will be performing the lead hazard work of this Grant Agreement shall comply with Section 203.10 of the Lead-Based Paint (LBP) Occupation Accreditation and Certification Regulations. The regulation states: "All lead based paint abatement contractors shall notify the Department of Labor and Industry before engaging in any lead based paint abatement project. The notification shall be postmarked or hand delivered to the Department of Labor and Industry at least five business days prior to the project start date. The Department of Labor and Industry will accept notification by fax at least five business days prior to the project start date if followed by original written and signed notification."

- B. Clearance examination: Visual examination and collection of environmental samples by an inspector or risk assessor and analysis by an accredited laboratory upon completion of an abatement project, interim control intervention, or lead hazard control (LHC) job that disturbs LBP (or paint suspected of being lead-based). The clearance examination is performed to ensure that lead exposure levels do not exceed standards set out in Appendix A, Paragraph FF (Clearance Levels) and that any cleaning following such work adequately meets state and Federal law, regulations and standards.
- C. Certified contractor: Firms, risk assessors, inspectors, workers, supervisors and project designers who have current Commonwealth licenses and certification from the Pennsylvania Department of Labor and Industry for their corresponding lead functions.
- D. Dust Wipe: Procedure for collecting dust to determine lead dust levels on a surface.
- E. Elevated Blood Lead Level (EBLL) child: For the purpose of this Grant Agreement, a child under 6 years of age who has a diagnostic test blood lead level greater than or equal to five micrograms per deciliter of whole blood (5 µg/dL).
- F. Encapsulation: Any covering or coating that acts as a barrier between LBP and the environment, the durability of which relies on adhesion and the integrity of the existing bonds between multiple layers of paint and between the paint and the substrate. See also "Enclosure."
- G. Enclosure: The use of rigid, durable construction materials that are mechanically fastened to the substrate to act as a barrier between the LBP and the environment.

- H. Friction surface: Any interior or exterior surface, such as a window or stair tread, subject to abrasion or friction.
- I. Healthy Homes (HH) Remediation: Activities to control and eliminate non-LBP health and safety hazards, including radon, mold and trip/fall hazards.
- J. Healthy Homes Manager (HHM): An online reporting tool utilized by Grantees to enter and compile demographic and project intervention data, as well as to communicate requests and approvals for interventions. This tool provides Department staff with real-time data related to enrolled units, outreach, education, and jobs retained.
- K. HH Remediation Plan: A written plan formulated by qualified Grantee personnel describing how the identified non-LBP hazards in the unit (from the HH Inspection) are to be controlled or eliminated.
- L. HH Inspection: A visual inspection of the unit for non-lead hazards.
- M. HH Rating System (HHRS): An assessment tool to be utilized in the pre- and post-assessment of units receiving HH remediation. The HHRS rates hazards identified in the HH inspection for their potential to harm residents.
- N. Impact surface: Any interior or exterior surface (such as surfaces on doors) subject to damage by repeated impact or contact.
- O. Interim controls: A set of measures designed to temporarily reduce human exposure or possible exposure to LBP hazards. Such measures include specialized cleaning, repairs, maintenance, painting, temporary containment, and management and resident education programs. Monitoring, conducted by owners, and reevaluations, conducted by professionals, are integral elements of interim control. Interim controls include dust removal; paint film stabilization; treatment of friction and impact surfaces; installation of soil coverings, such as grass or sod; and land-use controls.
- P. LBP: Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm<sup>2</sup> as measured by X-Ray Fluorescence or laboratory analysis, or 0.5 percent by weight (5,000 ug/g, 5,000 ppm, or 5,000 mg/kg) as measured by laboratory analysis (local definitions may vary).
- Q. LBP hazard: A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or deteriorated LBP would have an adverse effect on human health. LBP hazards include for example, deteriorated LBP, LBP on friction or impact surfaces, leaded dust levels above applicable standards, and bare leaded soil above applicable standards.
- R. LBP hazard control: Activities to control and eliminate LBP hazards, including interim controls, abatement of LBP hazards, and complete abatement of all LBP.
- S. LBP hazard control plan: A written plan formulated by lead certified personnel of the Grantee for each unit describing how the identified LBP hazards (from the paint inspection/risk assessment (I/RA)) are to be controlled as well as any complete abatement plans for intact LBP.
- T. Lead-Safe: An environment without hazards conducive to causing an elevated blood lead level in children under 6 years of age.

- U. Low-Income: Families whose incomes do not exceed 80% of the median area income as determined by the U.S. Department of Housing and Urban Development (HUD). See 42 U.S.C. Section 1437a(b)(2).
- V. Paint Inspection: A surface-by-surface investigation carried out to determine the presence of LBP (in some cases including dust and soil sampling) and a report of the results.
- W. Risk Assessment: An onsite investigation of a residential dwelling to discover any LBP hazards. Risk assessments include an investigation of the age, history, management, and maintenance of the dwelling, the number of children under 6 years of age, whether women of child-bearing age are residents, a visual assessment of the residential dwelling, limited environmental sampling (that is collection of dust wipe samples, soil samples, and deteriorated paint samples), and preparation of a report identifying acceptable abatement and interim control strategies based on the specific conditions. The following levels have been determined to be satisfactory by the Environmental Protection Agency (EPA), and shall be achieved by the Grantee or its subcontractors:
  1. 40 micrograms of lead per square foot for both hard and carpeted interior floors;
  2. 250 micrograms of lead per square foot for interior window sills;
  3. 400 micrograms of lead per square foot for window troughs;
  4. 400 parts per million (ppm) of lead in bare soil in children's play areas; and
  5. 1200 ppm average of lead in bare soil in the rest of the yard.

The Department reserves the right to update these levels by prospective written notice to the Grantee sent by certified mail if changes are recommended by the EPA. The Grantee shall be responsible for notifying its subcontractors prospectively of any changes in satisfactory levels, and for requiring them to adhere to such changes.
- X. Seven Principles of a Healthy Home: As defined by the National Center of Healthy Housing, these principles are: Keep it dry, clean, safe, well-ventilated, pest-free, contaminant-free, and well-maintained.
- Y. Significant amount of time visiting: Regular visits by the same child, 6 years of age or under, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least three hours and the combined weekly visits last at least six hours, and the combined annual visits last at least 60 hours.
- Z. Target housing: In order to be eligible, the unit shall fall within the definition of target housing. For purposes of this Grant Agreement, target housing is defined as one or more of the following:
  1. All residential housing built before 1978, except elderly and zero bedroom units, whether HUD-associated or not, but not including any public housing (whether Federally or locally supported), any Federally-owned housing, or any Federally-assisted housing (see Paragraph I.Z.b. below), except tenant-based housing that receives assistance under subsection (b) or (o) of section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f (b) and (o)) (Section 8).
  2. Privately owned residential units, including units owned by non-profit organizations not part

of state, Federal, or local government, even if receiving Community Development Block Grant, The Home Investment Partnership Program, or Section 8 tenant based funds, so long as the other requirements of this definition are met.

3. A privately owned safe house used for relocation under this Grant Agreement with prior permission.
4. A day care center in a privately owned, financially eligible residence with prior permission.
5. Shelters owned by private entities may be eligible to receive funding with prior permission as long as they are occupied by low-income residents with children under 6 years of age, and the shelter permits occupation by residents for up to one year in duration. Shelters receiving HUD funds under the Emergency Shelter Grants Program, 42 U.S.C. Sections 11371-11378, are not eligible for funding under this Grant Agreement.

AA. Unit: A distinct residential dwelling place.

BB. Very Low-Income: Families whose incomes do not exceed 50% of the median area income as determined by HUD. See 42 U.S.C. Section 1437a(b)(2).

## II. Standards

The Grantee shall provide the services set out in Appendix A in accordance with the following state, Federal, and local laws, regulations, and guidelines, which are incorporated herein by reference. The Grantee acknowledges having copies of, and being familiar with such state, Federal, and local laws, regulations, and guidelines:

- A. HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, dated 2012 (HUD Guidelines), and any updates thereto.
- B. Title X of the Housing and Community Development Act of 1992, (Pub. L. 102-550), known as the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), 42 U.S.C. Sections 4851 et seq., and all applicable regulations - 24 CFR Part 35, et al. Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally owned Residential Property and Housing Receiving Federal Assistance; Final Rule, and 24 CFR Part 35, 200, 291, 598, 891, 982 and 983; Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally owned Residential Property and Housing receiving Federal Assistance; Final Rule; conforming Amendments and corrections issued June 21, 2004.
- C. Applicable Occupational Safety and Health Administration (OSHA) regulations, set out at 29 C.F.R. Section 1926.62-Lead Exposure in Construction).
- D. The Commonwealth of Pennsylvania Lead Certification Act, 35 P.S. Section 5901 et seq. (Act 44), and the regulations promulgated thereunder and set out at 34 Pa. Code Section 203 et seq.
- E. National Historic Preservation Act of 1966, 16 U.S.C. Section 470 et seq.
- F. All applicable environmental laws and regulations, connected to any funding, including matching funds, used to carry out the provisions of this Grant Agreement, including, but not limited to, those regulations set forth in the National Environmental Policy Act of 1969, 42

U.S.C. Section 4321 et seq., 24 C.F.R. Part 58, and 42 U.S.C. Section 5304(g). The Grantee shall take all steps necessary to comply with these laws and regulations.

- G. All applicable local ordinances relating to building code enforcement.
- H. All applicable Federal, State, and Local waste disposal requirements.
- I. Section 915 of the Housing and Community Development Act of 1992 (Pub. L. 102-550), 12 U.S.C. Section 1701u, amending Section 3 of the Housing and Urban Development Act of 1968 (Pub. L. 90-448)(Section 915).
- J. The Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970. 42 U.S.C. Sections 4601-4655.
- K. Section 403 of the Toxic Substances Control Act (15 U.S.C 2683) and any updates thereto.
- L. The Lead Standard Rules at 40 CFR 645.227 (e)(8)(viii) and any updates thereto, and USEPA regulations at 40 CFR Part 745. including the new Lead; Renovation, Repair, and Painting Program (Federal Register: April 22, 2008 (Volume 73, Number 78)).
- M. The provisions of the HUD Lead-Safe Housing Regulation (Section 1012 and 1013 of Title X of the Housing and Community Development Act of 1992.
- N. The Pennsylvania Prevailing Wage Act - Act of 1961, P.L. 987, No. 442.
- O. Section 504 of the Rehabilitation Act and its implementing regulations at 24 CFR Part 8.
- P. Notice of HUD's Fiscal Year (FY) 2016 Notice of Funding Availability (NOFA) Policy Requirements and General Section to HUD's FY 2016 NOFAs for Discretionary Programs.
- Q. NOFA for HUD's FY 2016 Lead-Based Paint Hazard Control Grant Program and Lead Hazard Reduction Demonstration Grant Program.
- R. Facilities used for participant assistance (that is intake and enrollment proceedings) must be accessible to persons with disabilities in accordance with Section 504 of the Rehabilitation Act and its implementing regulations at 24 CFR Part 8. Also, all trainings and educational courses must be held in facilities that are accessible to persons with disabilities. Where physical accessibility is not achievable, alternate methods of product delivery must be offered to qualified individuals with disabilities in the most integrated setting appropriate. The Grantee shall ensure that information and communications related to all training, education, marketing, outreach, and other activities are provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities. The Grantee shall further ensure that whenever information technology (IT) is used, procured, or developed, that persons with disabilities have access to and use the information and data made available through IT on a comparable basis as it is made available to and used by persons without disabilities.
- S. The Grantee shall ensure that sub-contractors completing Healthy Homes (HH) work are in compliance with the Renovation, Repair and Painting Rule (RRP) set out in 40 CFR Part 745 under the authority of section 402 (c) (3) of the Toxic Substance Control Act - [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm) - and have the appropriate training certifications. The RRP was issued by the United States Environmental Protection Agency (EPA) requiring all contractors performing renovation, repair and painting projects that disturb LBP in homes, child

care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. The RRP certification requirement must be followed, in addition to any applicable lead certifications, and cannot be used in place of lead certification requirements.

- T. The Grantee shall obtain procurements according to 2 CFR Part 200, Sections 200.318 – 200.326.
- U. The Grantee shall ensure that subcontractors comply with all state, Federal, and local laws, regulations, and guidelines. The following are brought to the attention of the Grantee (mention of these specific laws and regulations does not in any way diminish the importance of any other law, regulation, or guideline applicable to the work under this Grant Agreement): OSHA lead in construction standards, See 29 C.F.R. 1926.62-LEAD.
- V. The Grantee shall choose subcontractors in accordance with provisions of Section 3 of the Housing and Community Development Act of 1992 (Pub. L. 102-550), 12 U.S.C. Section 1701u. Pursuant to Section 3, the Grantee shall, to the greatest extent feasible, give preference in hiring to low and very low-income persons or in contracting to businesses owned by or that employ substantial numbers of low and very low-income persons. For purposes of this subparagraph, low-income and very low-income persons are defined as set out in 42 U.S.C. Section 1437a(b)(2).
  - 1. The Grantee shall have existing plans for compliance with Section 3, and shall collect and maintain data from itself and its subcontractors, including, but not limited to, the following:
    - a. The aggregate percentages of new hires that are Section 3 residents;
    - b. Staff hours worked by Section 3 employees and trainees; and
    - c. The number of Section 3 employees and trainees hired during the Grant Agreement.
  - 2. The Grantee shall forward such data to the Department on an annual basis (See Appendix A, Paragraph II.D.).
- W. The Grantee shall ensure that all subcontracts contain the following terms over the course of this Grant Agreement, in addition to any other terms that may be herein required:
  - 1. A hold harmless clause and a termination provision similar to those set out in Paragraphs 5 and 27 of Standard General Terms and Conditions (Rev. 2/15) as referenced in the Boiler Plate, Paragraph VI. A.
  - 2. Payment provisions in accordance with the amounts set forth in this Grant Agreement and a statement that payment shall be made only according to the payment provisions set out in Appendix B. Any final payments per unit will not be made until the Grantee determines that satisfactory final clearance of the unit has been met.
  - 3. A requirement that the subcontractor have adequate insurance coverage for the work to be performed, including a lead liability or lead pollution rider if such a rider is affordable and feasible. For purposes of this subparagraph, such a rider will be feasible depending upon the pool of locally available and willing certified subcontractors.



4. The Grantee shall require each subcontractor to notify it immediately upon completion of hazard control work so that the Grantee shall begin clearance testing.
  5. Any other terms or conditions which enable the subcontractor to perform the work required under Appendix A and D.
- X. The Grantee shall maintain a copy of each subcontract or its Department approved equivalent for the work to be done on each unit, and shall make these copies available for Department review upon request.
  - Y. To the extent the Grantee shall be liable for the work performed under this Grant Agreement by law, the Grantee shall maintain adequate insurance for the performance of the work under this Grant Agreement for itself and its private risk assessors, including a lead liability or lead pollution rider.
  - Z. The Grantee shall require its subcontractors to have adequate insurance for the work performed under this Grant Agreement, including a lead liability or lead pollution rider if such a rider is affordable and feasible. For purposes of this subparagraph, such a rider will be feasible depending upon the pool of locally available and willing certified subcontractors. The Grantee shall purchase this lead liability or lead pollution insurance for its subcontractors.
  - AA. The Grantee shall spend no more than \$200.00 per unit from funds under this Grant Agreement for such insurance.
  - BB. The Grantee shall refer to HUD Policy Guidance Number 2016-01 for more information regarding the use of Healthy Homes Supplemental Funding.
  - CC. The Department reserves the right to request other information from the Grantee upon prospective written notice to the Grantee.
  - DD. The Grantee shall review and adhere to all items in the LHCP Policy and Procedure (P&P) Manual for which the Grantee acknowledges receipt. The P&P Manual is to be used as a supplement to the Grant Agreement in the implementation of the LHCP. Items in the P&P Manual will provide additional guidance on the policies and procedures required by this program. Supportive documents and reference materials pertaining to the subject will follow the overview narrative in each section of the manual.
  - EE. The Department reserves the right to make changes and updates to the P&P Manual as needed, and will provide prior written notice to the Grantee.
  - FF. Should there be any conflicts between the P&P Manual and the Grant Agreement, the Grant Agreement will supersede the P&P Manual.
  - GG. The Grantee shall comply with the Disease Prevention and Control Law, 35 P.S. Section 521.1 et seq. and the regulations promulgated thereunder, 28 Pa. Code Section 27.1 et seq., as if it were the Department.
  - HH. The Grantee shall refuse to release any information, including environmental investigations and blood lead levels, concerning children served under the Grant Agreement, or any other information obtained pursuant to the Law or regulations, except that if an individual, his parent or guardian, presents the Grantee with a valid, signed and dated consent form, authorizing the release of specific medical or client information concerning that individual, the Grantee shall

- release the information to the individual, his parent or guardian, or to any person specified in the consent form by the individual.
- II. The Grantee shall contest any subpoena served upon it for such information, and shall appeal any court order requiring the release of such information, unless the subpoena is for specific medical or client related information and is accompanied by a valid consent form signed and dated by the individual or his parent or guardian authorizing the release of that information to the person serving the subpoena.
  - JJ. The Grantee shall notify the Department immediately upon the receipt of any such request for information or subpoena, and shall keep the Department apprised of the developments in each case.
  - KK. The Grantee shall be responsible to enter into, or have its subcontractors enter into, any necessary written Agreement with unit owners or tenants in units to be served under the LHCP prior to the initiation of hazard control. At a minimum, these Agreements shall provide for the following:
    - 1. Permission for the Grantee or its subcontractor or agent to enter onto the property for the purpose of performing hazard control and testing activities.
    - 2. Relocation terms and how payment for relocation related activities is to be made where necessary.
    - 3. Permission for the Grantee and the Department or its representatives to enter onto the property to monitor the work of the Grantee or any subcontractor.
  - LL. The Grantee shall verify with an owner that the unit is not covered by a pending or final HUD, EPA, and/or Department of Justice Settlement Agreement, consent to decree, court order or other similar action regarding violation of the Lead Disclosure rule (24 CFR part 35, Subpart A, or the equivalent 40 CFR part 745, subpart F), or by HUD regarding the Lead Safe Housing Rule (24 CFR part 35, subparts B-R). Use of HUD funds in these units is prohibited. Documentation shall be maintained in the file.
  - MM. The Grantee shall protect from exposure any occupant of any unit, including occupants of owner-occupied units, which is to undergo hazard control services under this Grant Agreement, or any occupant of any unit, including occupants of owner-occupied units, who faces the possibility of lead dust exposure. The Grantee shall provide protection to occupants in accordance with Chapter 8 of the HUD Guidelines.
  - NN. The Grantee shall comply with all Federal laws and regulations concerning temporary relocation of tenants, as set out in Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, 42 U.S.C. Section 4601 et seq.
  - OO. All clearance examinations must be performed in accordance with U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, dated 2012 (HUD Guidelines), Chapter 15.