

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

(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: _____
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

Sherri Chatman, Project Officer
(717)547-3324

Giselle Hallden, Alternate Project Officer
(717)547-3368

SAP# :4100085968

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

AND

YORK CITY BUREAU OF HEALTH

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as "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 "Provider."

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, 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 Agreement, and this Agreement is contingent upon appropriation and receipt of such funds.

WHEREAS, this Agreement is an Intergovernmental Agreement and is 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), and must be processed in accordance with the Commonwealth Attorneys Act, 71 P.S. § 732-101 et seq.

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

I. AGREEMENT TERM

A. This Agreement shall be effective from July 1, 2020 through June 30, 2021, 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 Agreement.

B. No-Cost Extension. The term of this Agreement may be extended with no additional funding by a written notice signed by the Department in order to allow the Provider to continue to use the funds to perform the work of this Agreement at the same terms and conditions as this 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 Provider by the end of the Budget period. At no time will the length of this Agreement exceed 5 years including any extension.

C. Renewal.

At the Department's discretion and by letter notice, the Department may renew this Agreement for the following term: 4, one-year renewals.

1. In the event of a renewal, the Department may choose to renew the Agreement as follows:
 - a) At the 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 10% 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 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 Agreement to be changed.

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

Renewals are not applicable to this Agreement

II. AGREEMENT AMOUNT

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Agreement, the Department will make payments in accordance with the Agreement payment provisions, Appendix B and the Agreement Budget, Appendix C, up to the maximum Agreement amount of \$104,470.00.

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 Providers. 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, FAIN No. NUE2EH001369, Lead-Based Paint Hazard Control in Privately-Owned Housing

IV. WORK STATEMENT

The Provider 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 Agreement and the parties agree to be bound by these Appendices and Attachments:

- A. Appendix A - Work Statement and its Attachment(s) 1 through 13.**
- 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**
- D. Appendix D – Program Specific Provisions**

VI. INCORPORATED DOCUMENTS

Provider 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 Agreement:

- A. Audit Requirements (Rev. 7/13)**
- B. Commonwealth Travel and Subsistence Rates (Rev. 4/12)**
- C. Federal Lobbying Certification and Disclosure (Rev. 12/05)**
- D. Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 4/12)**

E. Pro-Children Act of 1994 (Rev. 12/05)**F. Terms and Conditions**

Standard General Terms and Conditions (Rev. 2/15)

Standard Contract Terms and Conditions - Paper Contract (Rev. 03/03/2015)

Paragraph 18 (Payment) of these Standard Contract Terms and Conditions is superseded by the terms of Appendix B, Payment Provisions (Rev.5/12).

Additional Contract Terms and Conditions (Rev. 3/15)

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. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS

If, during the term of this Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Agreement, the Department may advise Provider, in writing, of the availability and purpose of such funds. The Department also will inform Provider of any additional conditions or requirements of the additional funds. Provider hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. Provider shall provide the Department with a written work statement detailing the manner in which Provider will use the additional funds in accordance with the stated requirements. Provider shall provide the Department with a detailed revised overall Agreement Budget showing the current budget, the budget for the additional funds and a revised total Budget. The Department may choose to provide Provider 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 Agreement, as well as to any additional conditions and requirements of the additional funds. Provider'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.

This paragraph, 'Addition of Subsequently Available Funds' is not applicable to this Agreement

VIII. DECREASE IN FUNDING

If the Department determines that the Provider is unable to spend the funding included in this Agreement in a timely manner and that the Provider 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 Provider from any Budget year set out in Appendix C of this 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.

IX. MEANING OF TERMS "CONTRACT" AND "CONTRACTOR"

The parties understand that the use of the terms "Contract" and "Contractor" throughout this Agreement shall mean "Agreement" and "Provider" respectively.

X. FINAL AGREEMENT APPROVAL

This 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 Provider.

SAP# 4100085968

Appendix A

WORK STATEMENT

I. Tasks and Timelines

Lead Hazard Control Program (LHCP)

- A. Over the course of this Agreement, the Provider shall adhere to all requirements set forth in the following:
1. Official U.S. Department of Housing and Urban Development (HUD) program policy guidance found at: https://www.hud.gov/program_offices/healthy_homes/lbp/pg
 2. Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X, found at: <https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter63A&edition=prelim>
 3. The Lead Disclosure Rule found at: https://www.hud.gov/program_offices/healthy_homes/enforcement/disclosure
 4. Guidelines for the Evaluation and Control of Lead-based paint hazards in housing (2012 Edition) found at: https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines
 5. Lead safe housing rule (24 CFR part 35) found at: https://www.hud.gov/program_offices/healthy_homes/enforcement/lshr
 6. Administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR Part 85) found at: https://www.hud.gov/sites/documents/DOC_12490.PDF
 7. EPA Renovation, Repair and Painting Rule (40 CFR 745) found at: <https://www.epa.gov/lead/renovation-repair-and-painting-program-contractors>
 8. Act 44 found at: <https://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=1995&sessInd=0&act=44>
 9. Occupational Safety and Health Administration (OSHA) standards found at: <https://www.osha.gov/Publications/osha3142.pdf>
- B. U.S. Department of Housing and Urban Development's Section 3 Summary Report
1. The Provider shall comply with Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons requirements found at 24 CFR 135.32. (Appendix A, Attachment 1)
 2. The Provider shall survey all contractors working with the LHCP and provide the survey results to the Department outlining the number of contracts considered Section 3 contractors.
 3. The Provider shall develop and implement a plan to provide opportunities to Section 3 businesses to foster local economic development, neighborhood economic improvement, and individual self-sufficiency to provide and submit to the Department by Sept. 30, 2020.
 4. The requirements contained in this task shall occur over the course of this Agreement.
- C. Outreach and Education

1. The Provider shall conduct a minimum of 15 outreach/education activities over the course of this Agreement.
 2. The Provider shall take one or more of the following steps over the course of this Agreement to identify eligible units for hazard control under the LHCP:
 - a. Promote 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 Agreement.
 - b. Notify local property owner associations of the availability of the LHCP funds.
 - c. Contact local lending associations and inform them about the LHCP.
 - d. Inform charitable and social organizations about the LHCP.
 - e. Notify other groups about the LHCP as needed in each community.
- D. License and Certification
1. The Provider and its subcontractors shall only use risk assessors, inspectors, workers, supervisors, and project designers to perform lead hazard control and healthy homes remediation services to perform the work of this Agreement who have current Commonwealth certification for their corresponding lead functions, and any other appropriate current license or certification.
 2. The Provider shall utilize Healthy Homes Manager (HHM) to provide the Department with the information on certified and licensed professionals working on remediation for said unit prior to hazard control work being conducted on a unit.
 3. The Provider 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 maintain such certifications or licenses in the unit file.
 4. The Provider shall provide the Department with the Checklist for Determining Subrecipient or Contractor Classification Under an Office of Lead Hazard Control and Healthy Homes (HH) or Cooperative Agreement (Appendix A, Attachment 2) for all contractors working on the program as well as maintain copies of all current certifications and licenses of each agency.
 5. The requirements contained in this task shall occur over the course of this Agreement.
- E. The Provider shall, through a person that is certified by the Commonwealth, conduct an initial Inspection/Risk Assessments (I/RA) in the service area over the course of this Agreement.
1. The Provider shall conduct nine I/RA's by June 30, 2021 with an additional 18 units within the service area over the remaining period of this Agreement.
 2. At the time of the I/RA, the Provider shall provide the homeowner with Eight Tips for Keeping a Healthy Home Checklist (Appendix A, Attachment 3), A Healthy Home Checklist (Appendix A, Attachment 4) and the Blood Lead Screening Release/Waiver (Appendix A, Attachment 5).
 3. The Provide shall conduct lead-based paint I/RA utilizing an X-ray fluorescence (XRF) analyzer.
 4. The Provider shall provide the tenant/owner a copy of the Renovate Right booklet found at:

<https://www.epa.gov/sites/production/files/documents/renovaterightbrochure.pdf>
The Provider shall obtain a signature which shall be added to the unit file.

5. The Provider shall maintain documentation of providing these documents in the unit file.
- F. The Provider shall perform Lead Hazard Control (LHC) on a minimum of seven units by June 30, 2021 with an additional 16 units within the service area over the remaining period of this Agreement. A definition of a unit can be found in Appendix D, Paragraph I.CC.

The Provider shall complete LHC on a unit within 10 calendar days. If the Provider cannot complete LHC within 10 calendar days, the Provider shall notify the Department of the estimated completion date.

G. Eligibility

1. The Provider shall make a determination of initial eligibility of each unit following the income guidelines, family make-up guidelines, and target housing guidelines listed below.
 - a. Income limits may be found at: www.huduser.org/datasets/il.html.
 - b. The Provider shall utilize the Part 5 annual income definition as defined within this policy guidance. HUD Policy Guidance Number 2017-05 shall be used to define income documentation.
 - c. The Provider shall certify 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 HUD Policy Guidance Number 2014-01.
2. In order to be eligible, the unit must fall within the definition of target housing as stated in Appendix D, Paragraph I.BB.
3. The Provider 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.
4. The Provider shall conduct a title search or have the owner provide the Deed to the property to verify ownership.
5. The requirements contained in this task shall occur over the course of this Agreement.

H. Unit Composition

1. The Provider shall complete the Child Occupied Unit Certification (Appendix A, Attachment 6) 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. Provider shall maintain completed and signed Child Occupied Unit Certification forms in the unit file.
2. Rental unit:
 - a. The Provider shall certify, 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 no 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.

- b. The Provider shall confirm this requirement is being met by following up with the tenants in the unit no later than 12 months after clearance.

3. Vacant units:

- a. The Provider shall base its eligibility determination on the requirements set out for owner-occupied units in HUD Policy Guidance Number 2014-01 if the owner intends to occupy the unit after completion of the work.
- b. The Provider shall base eligibility on the requirements set out in HUD Policy Guidance Number 2014-01 as appropriate based on the future occupant's status if the unit will be sold or rented after completion, then.
- c. The Provider shall confirm this requirement is being met by following up with the owner no later than 12 months after clearance.

- I. Environmental Review

1. The Provider shall certify in writing that environmental requirements shall be followed in each area in accordance with Appendix A, of Rehabilitation Environmental Review (Appendix A, Attachment 7).
2. The Provider shall complete, scan, and upload said form into HHM. Such certification shall be received by the Department in conjunction with pre-certification information before any hazard reduction work is performed on the unit.
3. The Provider shall be responsible for submitting all forms related to the Environmental Review Process for each unit before hazard control work is performed.
4. The Provider shall not use funds under this 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 Provider shall make this determination prior to performing the financial eligibility determination.
5. The Provider shall not use funds under this Agreement to serve any unit located within the Coastal Barrier Resources System pursuant to 16 U.S.C. Section 3501 *et seq.*
6. The Provider 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, if the Provider chooses to use funds under this Agreement for Lead Based Paint (LBP) hazard control of properties listed on the National Register of Historic Places or that are eligible for inclusion on the National Register. Provider shall maintain clearances in the unit file.
7. The requirements contained in this task shall occur over the course of this Agreement unless otherwise noted.

- J. Occupant Protection Plan

1. The Provider shall appoint an occupant protection coordinator and develop an Occupant Protection Plan for each individual unit prior to the start of hazard control work as per Chapter 8 of the HUD Guidelines. The Provider shall maintain a copy of the Occupant Protection Plan in the unit file.

2. The Provider shall safely protect occupants from any work areas if staying in the unit during the LHC work as outlined in Chapter 8 of the HUD Guidelines.
3. When temporary relocation from the unit is the necessary method of protection:

The Provider shall offer each tenant a relocation site and reimbursement per Chapter 8 of the HUD Guidelines.

 - i. If the tenant chooses not to relocate when this is the necessary method, the unit shall not be eligible for funds under this Agreement.
 - ii. The Provider 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.
 - iii. The Provider shall document that decision and maintain such documentation in the unit file if the tenant chooses not to relocate or chooses to relocate at his or her own expense.
4. The Provider shall offer owner-occupants a temporary relocation unit and reimbursement when relocation is required if such aid is necessary.
5. The Provider shall inform tenants and owner-occupants of the relocation in writing with reasonable advance notice.
6. The Provider shall minimize the cost of temporary relocation, and time spent by individuals in relocation housing.
 - a. Relocation shall not be permanent. The Provider shall advise all unit occupants in writing prior to relocation that they shall not be permanently displaced.
 - b. Relocation shall be for a maximum of 10 calendar days. The Provider shall inform the Department of the expected timeline if a family will be relocated for more than 10 calendar days.
 - c. The Provider 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.
 - d. The Provider shall not invoice more than \$1,500.00 per unit in LHCP funds for occupant protection services. If cost incurred will be more than \$1,500.00, the Provider shall obtain prior written approval from the Department.
7. The Provider shall monitor that containment is adequate as outlined in Chapter 8 of the HUD Guidelines in units where temporary relocation for the entire duration of the hazard control work does not take place.
8. The requirements contained in this task shall occur over the course of this Agreement unless otherwise noted.

K. Subcontractor Monitoring

1. The Provider shall conduct site visits to monitor each subcontractor's work performance, to confirm that work is being conducted in a safe and effective manner and to certify strict adherence to the occupant protection plan for that unit.
 - a. The Provider shall maintain written documentation in the unit file.
 - b. 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.
 - c. The Provider shall perform a minimum of two site visits per unit throughout the duration of the project.

2. The Provider 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. The Provider shall monitor that a notice is filed with the Department of Labor and Industry a minimum of five calendar days before any unit work begins using the Lead Abatement Notification form LIBI-600L (Appendix A, Attachment 8).
4. The requirements contained in this task shall occur over the course of this Agreement unless otherwise noted.

L. Clearance

1. The Provider shall perform or have performed by an entity separate from the subcontractor, a clearance examination following the hazard control and clean-up in a work area of a unit as per Chapter 14 and 15 of the HUD Guidelines and HUD Policy Guidance 2017-01. If possible, the Provider shall use the same entity that performed the combined I/RA to perform the clearance examination to promote continuity and accuracy.
2. The Provider 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 National Lead Laboratory Accreditation Program. The Provider shall send the specimens for clearance to the laboratory within 24 hours of collection.
3. The Provider shall require the risk assessor to notify the Provider within one business day by telephone or fax of laboratory clearance examination results. Written notice of these results must be provided to the Provider within one week of receipt. The Provider shall provide these results to the owner of the unit and maintain copies in the unit. The date of clearance will be the date of the visual inspection and when dust wipe samples are collected.
4. The Provider shall achieve, and shall require any subcontractors to achieve, satisfactory clearance dust wipe test results as defined in the HUD Policy Guidelines 2017-01, 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 Provider 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.
5. The Provider shall not permit occupants to re-enter any work area, in units where relocation from the unit for the duration of the work was not required, 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.
6. The Provider shall provide all lead-based testing results and summaries of LBP hazard control treatments, clearances and maintenance plans to the owner of the unit.
 - a. The Provider shall provide 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 (Property Owner Maintenance Agreement Appendix A, Attachment 9).
 - b. The Provider shall provide 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 I/RA 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.

- c. The Provider files shall contain documentation verifying the documents were provided to the owner, which shall contain the owner's signature and date of receipt.

7. The requirements contained in this task shall occur over the course of this Agreement unless otherwise noted.

M. Healthy Homes

1. The Provider may utilize HH Remediation funds outlined in HUD Policy Guidance 2018-01.
2. The Provider may conduct HH Assessments utilizing the assessment form (Appendix A, Attachment 10 and 10a) in the units receiving I/RAs.
3. The Provider may utilize HH Remediation funds to address non-lead health and safety hazards found during the HH assessment in the units receiving I/RAs.
4. The Provider shall utilize HHM to notify the Department and receive permission before beginning HH remediation on a unit that has an estimated cost of \$5,000.00 or more. 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.
5. The Provider shall provide a detailed report of any findings related to non-lead hazards to the occupant after each HH assessment.
6. The Provider shall perform a follow-up HH Inspection on the unit within 90 calendar days to determine whether the non-lead hazards have been adequately addressed after each remediation and results given to the homeowner/occupant and entered into the unit file.
7. The requirements contained in this task shall occur over the course of this Agreement unless otherwise noted.

- N. The Provider shall maintain all information listed in the Unit File Checklist (Appendix A, Attachment 11) in the unit file and make the unit file available to the Department upon request. This task shall occur over the course of this Agreement.

- O. The Provider shall utilize the Department's HHM database to enter unit and recipient information for all units receiving funds throughout this Agreement. This task shall occur over the course of this Agreement.

P. Payment

1. The Department will only pay for services under this Agreement if hazard control work, including abatement, is justified by the LBP I/RA report, and the work has been performed within the requirements of this Agreement.
2. The Provider shall include an owner sign-off provision that requires the owner to co-sign with the Provider before payment is made to the subcontractor for any work performed with funds under this Agreement.

3. The Provider shall make no payment of funds directly to owners or tenants of units to be served unless that payment is for temporary relocation or moving expenses as permitted under this Agreement.
 4. The Provider shall not require repayment of these Agreement funds from any owner or occupant of a unit on which it conducts hazard control. Funds under this Agreement shall be used as s to eligible families, not loans.
 5. The requirements contained in this task shall occur over the course of this Agreement unless otherwise noted.
- Q. The Provider shall not conduct any hazard control work under this 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 task shall occur over the course of this Agreement.
- R. The Provider shall not use funding under this Agreement in excess of \$500.00 to perform soil abatements without prior written Department approval. Abatement of lead-contaminated soil shall 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. Units with severe soil lead hazards may be ineligible for work under this Agreement. This task shall occur over the course of this Agreement.
- S. The Provider shall only use funding under this Agreement for replacement components that have no more than .02% (200 ppm) lead content. The Department will not reimburse the Provider for any units where lead containing replacement components above this level have been used. This task shall occur over the course of this Agreement.
- T. Training
1. The Provider shall require staff to participate in trainings, to be determined by and as required by the Department.
 2. The Provider may use Agreement funds set out for training in Appendix C to pay for training of local subcontractors who may eventually work on these projects. The Provider shall maintain records of individuals provided training with 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.
 3. The Provider may use funds for travel to relevant trainings and conferences.
 4. The requirements contained in this task shall occur over the course of this Agreement.

Client Satisfaction Data Collection

- A. The Department will collect feedback from the Provider, to improve the services for Pennsylvania's maternal, infant, child and adolescent population. The content, format and frequency of Provider satisfaction data collection will be established by the Department. Any changes by the Department to the content, format or frequency of the client satisfaction data collection will be provided at least 30 calendar days prior to the change taking effect.
1. The Provider shall participate in data collection with the Department regarding their satisfaction with the Department's customer relationships and services using forms, surveys, focus groups or other methods provided by the Department. The timeline for

this task will be determined by the Department in accordance with the methodology of the tool(s) and shall occur within the Agreement period.

2. The Provider shall request, in writing, approval from the Department at least 30 calendar days prior to any changes or additions to the format or frequency of the Provider satisfaction data collection as identified. Any changes to the Department's satisfaction data collection by the Provider shall not be implemented without Department written approval. The Provider shall request, in writing, approval from the Department at least 30 calendar days prior to any changes or additions.
- B. The Provider shall collect feedback from the Provider's clients, to improve the services for Pennsylvania's maternal, infant, child and adolescent population. The Provider shall collect, at a minimum, client satisfaction data from its clients as identified by the Department. The content, format and frequency of client satisfaction data collection will be established by the Department. Any changes by the Department to the content, format or frequency of the client satisfaction data collection will be provided at least 30 calendar days prior to the change taking effect.
1. The Provider shall collect client satisfaction data measuring the quality of customer relationships and service using forms, surveys, focus groups or other methods approved and provided by the Department. This data shall be collected at a minimum of annually, by June 30th each year.
 2. The Provider shall request, in writing, approval from the Department at least 30 calendar days prior to any changes or additions to the format or frequency of the client satisfaction data collection as identified. Any changes to the Department's client satisfaction data collection by the Provider shall not be implemented without Department written approval. The Provider shall request, in writing, approval from the Department at least 30 calendar days prior to any changes or additions.
- C. The Department may request additional data from the Provider when the Provider collects client satisfaction data independent of the minimum data collection established by the Department (as directed above). The Provider shall make the data available to the Department upon the Department's request in a format mutually agreed upon by the Department and the Provider. The Provider shall make the data available within 30 calendar days of the request from the Department.

II. Reporting Requirements

Lead Hazard Control Program

- A. On or before each 1st and 3rd Monday of each month at 4:00 p.m. over the course of the Agreement, the Provider shall update all unit and recipient data in HHM. The HHM File Checklist (Appendix A, Attachment 12), will be updated and kept in the unit file.
- B. On or before Oct. 15, Jan. 15, April 15, and July 15, over the course of the Agreement, the Provider shall provide a Vendor Quarterly Narrative, (Appendix A, Attachment 13) to the Department. The Department reserves the right to update these forms upon prior written notice to the Provider. Any such updates shall be incorporated herein by reference.
- C. On or before Oct. 15, Jan. 15, April 15, and July 15, over the course of the Agreement, the Provider shall report on the progress of outreach/education activities and training to the Department via HHM.
- D. On or before July 10th, annually, when work has been conducted in the previous year, the

Provider 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 the Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons #HUD-60002 (Appendix A, Attachment 1).

- E. The Provider shall send all reports required under this Agreement electronically to the Project Officer.

Client Satisfaction Data

The Provider shall report its findings to the Department electronically on an annual basis by July 30th each year or as requested by the Department. Reports shall be provided in the format(s) identified by the Department with all identifying participant information removed. The Provider shall report this data at a minimum of annually, by July 30th each year.

Section 3 Summary Report

Economic Opportunities for
Low – and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

SAP# 4100085968
Appendix A, Attachment #1
OMB Approval No: 2529-0043

(exp. 11/30/2010)

HUD Field Office:

Section back of page for Public Reporting Burden statement

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:

Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E &F)

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					

* Program Codes
1 = Flexible Subsidy
2 = Section 202/811

3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization

4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
7 = CDBG Entitlement

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.

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

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.

**CHECKLIST FOR DETERMINING
SUBRECIPIENT OR CONTRACTOR CLASSIFICATION
UNDER AN OLHCHH GRANT OR COOPERATIVE AGREEMENT**

INSTRUCTIONS: Complete sections one and two of the checklist by marking all characteristics that apply to the entity being classified as a subrecipient (subgrantee) or as a contractor (vendor). The entity is prohibited from receiving both a contract and a subgrant for the same grant or cooperative agreement. Additional information can be provided in the comment section.

NAME: _____ **EIN/TIN:** _____ **DUNS No:** _____
 Name of Entity

SECTION ONE – SUBRECIPIENT

CHECK ALL APPROPRIATE BOXES

- 1. Determines who is eligible to receive Federal assistance.
- 2. Commercial and Government Entity (CAGE) Code is listed as U.S. Local Government (City, County, State, or Federal Recognized Tribal Government).
- 3. Has its performance measured in relation to whether objectives of a Federal program are met.
- 4. Provides public service for local U.S. government (See SAM) to people living within its jurisdiction, either directly (through the public sector) or by financing provision of services, for example, a hospital or non-profit organization with no fee/profit. If a non-profit organization has proposed a fee/profit or overhead cost, it **shall be categorized** as a contractor; move to **Section Two - Contractor**).
- 5. Has responsibility for programmatic decision making.
- 6. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and in accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
- 7. This section is not applicable to the above entity.

Comments:

SECTION TWO – CONTRACTOR

CHECK ALL APPROPRIATE BOXES

- 1. Provides the goods and services within normal business operations;
- 2. A non-profit organization or a profit organization that proposes a fee/profit or overhead cost;
- 3. Provides similar goods or services to many different purchasers;
- 4. Normally operates in a competitive environment;
- 5. Provides goods or services that are ancillary to the operation of the Federal program; and
- 6. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

Comments:

PRIME RECIPIENT INFORMATION

Grant/Cooperative Agreement Number: _____

Grant/Cooperative Agreement: _____
(Recipient Name from the Application for Federal Assistance (Form SF424, block 8a))

Program Manager/Principal Investigator: _____
(Print Name and Title)

SECTION THREE – DETERMINATION OF CLASSIFICATION AND THRESHOLD REVIEW

_____ is classified by Prime Recipient as a Subrecipient or Contractor for
Entity's Name
Grant/Cooperative Agreement Number: _____

THRESHOLD REVIEW and Contract Findings	
Grant (Threshold Review Processing)	Contract *Federal Awardee Performance and Integrity Information System (Report of Contracts Findings with the Federal Government)
	Administrative Agreement yes <input type="checkbox"/> no <input type="checkbox"/>
**Excluded Party List yes <input type="checkbox"/> no <input type="checkbox"/>	Defective Pricing yes <input type="checkbox"/> no <input type="checkbox"/>
**Federal Delinquent Debt yes <input type="checkbox"/> no <input type="checkbox"/>	DoD Determination of Contractor Fault yes <input type="checkbox"/> no <input type="checkbox"/>
**CAGE Code /Active CCR yes <input type="checkbox"/> no <input type="checkbox"/>	Information on Trafficking in Persons yes <input type="checkbox"/> no <input type="checkbox"/>
***Federal Audit Clearinghouse yes <input type="checkbox"/> no <input type="checkbox"/>	Non-Responsibility Determination yes <input type="checkbox"/> no <input type="checkbox"/>
	Recipient Not-Qualified Determination yes <input type="checkbox"/> no <input type="checkbox"/>
	Subcontractor Payment Issues yes <input type="checkbox"/> no <input type="checkbox"/>
	Termination for Cause yes <input type="checkbox"/> no <input type="checkbox"/>
	Termination for Default yes <input type="checkbox"/> no <input type="checkbox"/>
	Termination for Material Failure to Comply yes <input type="checkbox"/> no <input type="checkbox"/>

* www.fapiis.gov

** www.sam.gov

*** <https://harvester.census.gov/facdissemr>

Approve

Determination for Classification:

Procurement Officer (Print Name)

Procurement Officer Signature Date

Project Director (Print Name)

Project Director Signature Date

PLEASE RETAIN FOR YOUR RECORDS ONLY



U.S. Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes



HEALTHY HOMES

Eight Tips for Keeping a Healthy Home

1. **Keep it Dry:** Prevent water from entering your home through leaks in roofing systems, rain water from entering the home due to poor drainage, and check your interior plumbing for any leaking.
2. **Keep it Clean:** Control the source of dust and contaminants, creating smooth and cleanable surfaces, reducing clutter, and using effective wet-cleaning methods.
3. **Keep it Safe:** Store poisons out of the reach of children and properly label. Secure loose rugs and keep children's play areas free from hard or sharp surfaces. Install smoke and carbon monoxide detectors and keep fire extinguishers on hand.
4. **Keep it Well-Ventilated:** Ventilate bathrooms and kitchens and use whole house ventilation for supplying fresh air to reduce the concentration of contaminants in the home.
5. **Keep it Pest-free:** All pests look for food, water and shelter. Seal cracks and openings throughout the home; store food in pest-resistant containers. If needed, use sticky-traps and baits in closed containers, along with least toxic pesticides such as boric acid powder.
6. **Keep it Contaminant-free:** Reduce lead-related hazards in pre-1978 homes by fixing deteriorated paint, and keeping floors and window areas clean using a wet-cleaning approach. Test your home for radon, a naturally occurring dangerous gas that enters homes through soil, crawlspaces, and foundation cracks. Install a radon removal system if levels above the EPA action-level are detected.
7. **Keep it Well-Maintained:** Inspect, clean and repair your home routinely. Take care of minor repairs and problems before they become large repairs and problems.
8. **Thermally Controlled:** Houses that do not maintain adequate temperatures may place the safety of residents at increased risk from exposure to extreme cold or heat.

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**

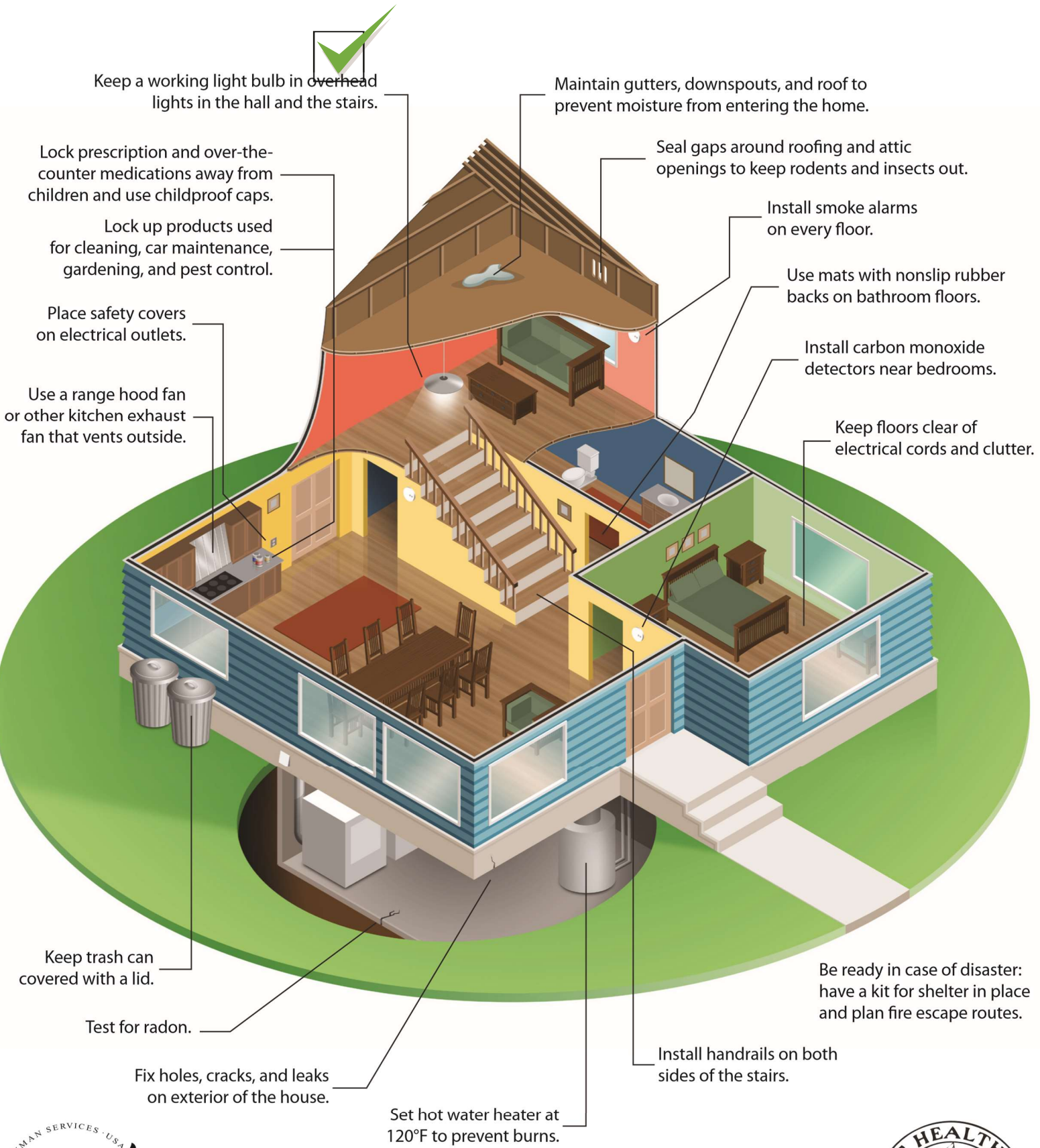
House and Yard

- 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



Keep a working light bulb in overhead lights in the hall and the stairs.

Maintain gutters, downspouts, and roof to prevent moisture from entering the home.

Lock prescription and over-the-counter medications away from children and use childproof caps.

Seal gaps around roofing and attic openings to keep rodents and insects out.

Lock up products used for cleaning, car maintenance, gardening, and pest control.

Install smoke alarms on every floor.

Place safety covers on electrical outlets.

Use mats with nonslip rubber backs on bathroom floors.

Use a range hood fan or other kitchen exhaust fan that vents outside.

Install carbon monoxide detectors near bedrooms.

Keep floors clear of electrical cords and clutter.

Keep trash can covered with a lid.

Be ready in case of disaster: have a kit for shelter in place and plan fire escape routes.

Test for radon.

Fix holes, cracks, and leaks on exterior of the house.

Install handrails on both sides of the stairs.

Set hot water heater at 120°F to prevent burns.



Healthy Home Checklist



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

**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.

**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.shtml).
 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



FOR L&I USE ONLY
Project ID: _____
Date: _____

LEAD ABATEMENT NOTIFICATION FORM
PLEASE TYPE OR PRINT NEATLY IN INK

Type of Notification	Please check one: Initial <input type="checkbox"/> Revision (Clearly notate on the form what is being revised) <input type="checkbox"/> Cancellation <input type="checkbox"/>
Emergency Notification	Call made to DLI office for Emergency Waiver? Yes <input type="checkbox"/> No <input type="checkbox"/> If "Yes", list the name of the approver and the date the approval was given: _____
Facility Description (A separate notification must be sent for each address, apt., suite #, or common area)	Building Name or Resident Name _____ Street Address _____ Apartment/Suite# _____ City _____ State _____ Zip Code _____ County _____ Building Size _____ (sq. ft.) No. of Floors _____ Present Use _____ Prior Use(s) _____ Will the building be occupied while abatement occurs? Yes <input type="checkbox"/> No <input type="checkbox"/>
Abatement Contractor (Company/Supervisor cert info must be listed and must be valid at time of submission and throughout duration of project)	Company Name _____ Street Address _____ City _____ State _____ Zip Code _____ Contact Person _____ Telephone _____ Email _____ Company's PA Certification # _____ Exp. Date _____ Supervisor's Full Name _____ Supervisor's PA Certification # _____ Exp. Date _____
Facility Owner	Owner Name _____ Telephone _____ Street Address _____ City _____ State _____ Zip Code _____
Facility Inspection or Risk Assessment	Inspector/Risk Assessor Full Name _____ PA Certification # _____ Company Name _____ Telephone _____ Street Address _____ City _____ State _____ Zip Code _____ Date of Inspection/Risk Assessment (must be within one (1) year of Start Date) _____ Was any type of lead-based paint present? Yes <input type="checkbox"/> No <input type="checkbox"/> You must provide summary findings. Check off the procedures followed (below) and submit a copy of the signed Inspection/Risk Assessment results with this notification. XRF <input type="checkbox"/> Dustwipes <input type="checkbox"/> Visual <input type="checkbox"/> Other <input type="checkbox"/> If other, list procedures: _____ _____
FOR L&I USE ONLY	Date Postmarked: _____ Date Received: _____

<p>Operation Schedule of Abatement Project (including set up and final clearance)</p>	<p>Start Date _____ Completion Date _____</p> <p>Revised Start Date* _____ Revised Completion Date* _____</p> <p>Days of Week Mo Tu We Th Fr Sa Su</p> <p>Daily Hours of Operation: _____ AM <input type="checkbox"/> PM <input type="checkbox"/> to _____ AM <input type="checkbox"/> PM <input type="checkbox"/></p> <p>*Revisions will only be accepted if received prior to the most recently approved Completion Date.</p>																																												
<p>Project Description or Attach Company's Abatement Work Specs - Do Not Use Inspected Items List (attach a separate 8 1/2" x 11" sheet with this information if necessary)</p> <p>*For revisions, clearly notate what is being revised/ abated during the revised Operation Schedule</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Description of Material (windows, doors, floors, etc.)</th> <th style="width: 30%;">Location of Material (Room #, Floor #, or Area)</th> <th style="width: 15%;">Amount/Unit</th> <th style="width: 20%;">Abatement Type</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Description of Material (windows, doors, floors, etc.)	Location of Material (Room #, Floor #, or Area)	Amount/Unit	Abatement Type																																								
Description of Material (windows, doors, floors, etc.)	Location of Material (Room #, Floor #, or Area)	Amount/Unit	Abatement Type																																										
<p>Detailed Description of Planned Work/Scope of Work (or attach a copy of the Scope of Work only showing Lead Abatement activities)</p> <p>As Well As Work Practices and Engineering Controls to be Used During LBP Abatement Work</p>	<p>Only Abatement activities, such as encapsulation, enclosure, and activities that will last at least 20 years, should be listed, <u>not</u> RRP:</p>																																												

Waste Transporter	Company Name _____ Street Address _____ City _____ State _____ Zip Code _____ Contact Person _____ Telephone _____
Waste Disposal Site	Landfill Name _____ Street Address _____ City _____ State _____ Zip Code _____ Contact Person _____ Telephone _____
Owner/ Operator Signature	<p>I hereby certify that only individual(s) trained in the provisions of 40 CFR Part 745 will be onsite during the lead-based paint abatement. Required documentation verifying that this person(s) has received the training required by law will be available for inspection during all hours of abatement operation. I further certify that all work will be done in accordance with all applicable state and federal rules and regulations. I hereby certify that the foregoing statements and the information contained in this notification form are true. This certification is made subject to the penalties set forth in 18 Pa C.S. §4904 relating to unsworn falsification to authorities.</p> <p>Owner/Operator Name (Printed): _____ Title: _____</p> <p>Owner/Operator Name (Signed): _____ Date: _____</p>
Filing Requirements	<p>This form must be mailed to the following address, faxed to 717-705-0196, or emailed to CALBOIS@pa.gov at least five (5) days (Monday-Sunday) before the date that abatement, including set-up, will begin. The postmark on the envelope, fax receipt, or email sent date serves as proof of compliance with this requirement. Any revisions to this notification must be submitted in accordance with the PA Lead Abatement Regulations, 34 Pa. Code §§ 203.10. No revision will be accepted after the completion date listed on this notification.</p> <p>PA Department of Labor & Industry Certification, Accreditation and Licensing Division 651 Boas Street, Room 1623 Harrisburg, PA 17121</p> <p>This notification requirement may be waived in emergency situations if approved by the Department. Call 717-772-3396, between 8:00 AM and 4:00 PM, Monday-Friday, to obtain this waiver.</p> <p>If approved, a fully completed copy of this form must be faxed or emailed to the Department by 8:00 AM on the following business day. The form must list the name of the individual who approved the emergency notification and the date the approval was given. If the form is not received by 8:00 AM the following morning, the approval is void.</p>

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.” “Lead Safe” 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 is 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

HEALTHY HOMES ASSESSMENT FORM

When conducting a Healthy Homes assessment, evaluate all rooms in the home for each of the 29 Healthy Homes hazards. Please use the corresponding attachment for a brief explanation of each hazard.

For all “Yes” answers, use the corresponding number to identify the type of hazard. Location and justification for addressing the hazard can be documented below. Photos are highly recommended.

TYPE OF HAZARD	CHECK IF YES	TYPE OF HAZARD	CHECK IF YES
(1) DAMP AND MOLD GROWTH		(16) FOOD SAFETY	
(2) EXCESS COLD		(17) PERSONAL HYGIENE, SANITATION, AND DRAINAGE	
(3) EXCESS HEAT		(18) WATER SUPPLY	
(4) ASBESTOS, SILICA, AND OTHER MAN-MADE FIBERS		(19) FALLS ASSOCIATED WITH BATHS, ETC.	
(5) BIOCIDES		(20) FALLS ON LEVEL SURFACES, ETC.	
(6) CARBON MONOXIDE AND FUEL COMBUSTION PRODUCTS		(21) FALLS ON STAIRS, ETC.	
(7) LEAD		(22) FALLING BETWEEN LEVELS	
(8) RADIATION		(23) ELECTRICAL HAZARDS	
(9) UNCOMBUSED FUEL GAS		(24) FIRE	
(10) VOLATILE ORGANIC COMPOUNDS		(25) FLAMES, HOT SURFACES, ETC.	
(11) CROWDING AND SPACE		(26) COLLISION AND ENTRAPMENT	
(12) ENTRY BY INTRUDERS		(27) EXPLOSIONS	
(13) LIGHTING		(28) POSITION AND OPERABILITY OF AMENITIES, ETC.	
(14) NOISE		(29) STRUCTURAL COLLAPSE AND FALLING ELEMENTS	
(15) DOMESTIC HYGIENE, PEST, AND REFUSE			

HAZARD NUMBER	LOCATION OF HAZARD AND JUSTIFICATION

1
Damp and Mold growth

Caused by dust mites, mold or fungal growth caused by dampness and/or high humidity. It includes threats to mental health and social wellbeing caused by living with damp, damp staining and/or mold growth.

Most vulnerable:
14 years or less

2
Excess cold

Caused by excessively cold indoor temperatures.



Most vulnerable:
65 years or older

3
Excess heat

Caused by excessively high indoor air temperatures.

Most vulnerable:
65 years or older

4
Asbestos, Silica and other MMF

Caused by excessive levels of silica, asbestos and man-made mineral fibers (MMF).



Most vulnerable:
No Specific Group

5
Biocides

Threats to health from those chemicals used to treat timber and mold growth in dwelling. While biocides include insecticides and rodenticides to control pest infestations (e.g. cockroaches or rats and mice), these are not considered for the purposes of the HHRT.

Most vulnerable:
No Specific Group

6
Carbon monoxide and fuel combustion products

Excess levels of carbon monoxide, nitrogen dioxide, sulphur dioxide and smoke in the dwelling's atmosphere.



Most vulnerable:
For CO - 65 years plus;
For NO2, SO2 & smoke
- no specific group

7
Lead

Ingestion from lead-paint dust, debris or leaded water pipes.

Most vulnerable:
6 years or younger

8
Radiation

This category covers the threats to health from radon gas and its daughters, primarily airborne, but also radon dissolved in water.

Most vulnerable:
All persons aged 50 - 64 with lifelong exposure

9
Uncombusted fuel gas

Fuel gas escaping into the atmosphere within a dwelling.

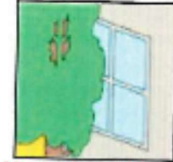
Most vulnerable:
No Specific Group

10
Volatile Organic Compounds

Volatile organic compounds (VOCs) are a diverse group of organic chemicals which includes formaldehyde, that are gaseous at room temperature, and are found in a wide variety of materials in the home.

Most vulnerable:
No Specific Group

associated with inadequate natural and/or artificial light. It includes the psychological effect associated with the view from the dwelling.



Most vulnerable:
No Specific Group

11
Crowding and Space

This category covers hazards associated with lack of space within the dwelling for living, sleeping and normal family/household life.

Most vulnerable:
No Specific Group

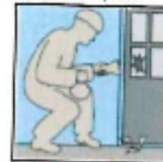
14
Noise

Covers threats to physical and mental health resulting from exposure to noise inside the dwelling or within its curtilage.

Most vulnerable:
No Specific Group

12
Entry by Intruders

Difficulties in keeping a dwelling secure against unauthorized entry and the maintenance of defensible space.



Most vulnerable:
No Specific Group

15
Domestic Hygiene, Pests and Refuse

Covers hazards which can result from poor design, layout and construction such that the dwelling cannot be readily kept clean and hygienic; access into, and harborage within, the dwelling for pests; and inadequate and unhygienic provision for storing and disposal of household waste.



Most vulnerable:
No Specific Group

13
Lighting

This category covers the threats to physical and mental health

THE EFFECT OF THE DEFECT

Housing Hazards Identified in the Healthy Home Rating System

16

Food Safety

Threats of infection resulting from inadequacies in provision and facilities for the storage, preparation and cooking of food.

Most vulnerable:
No Specific Group

17

Personal Hygiene, Sanitation and Drainage

Threats of infection and threats to mental health associated with personal hygiene, including personal washing and clothes washing facilities, sanitation and drainage. It does not include problems with pests associated with defective drainage facilities.

Most vulnerable:
Children under 5 years

18

Water Supply

Covers the quality and adequacy of the supply of water within the dwelling for drinking and for domestic purposes such as cooking, washing, cleaning and sanitation. As well as the adequacy, it includes threats to health from contamination by bacteria, protozoa, parasites, viruses, and chemical pollutants.

Most vulnerable:
No Specific Group

19

Falls associated with Baths etc

This category includes any fall associated with a bath, shower or similar facility.

Most vulnerable:
60 years or older

20

Falling on Level Surfaces etc

This category covers falling on any level surface such as floors, yards, and paths. It also includes falls associated with trip steps, thresholds, or ramps, where the change in level is less than 12 inches or 300mm.

Most vulnerable:
60 years or older

21

Falling on Stairs etc

This category covers any fall associated with a stairs, steps and ramps where the change in level is greater than 12 inches or 300mm.



Most vulnerable:
60 years or older

22

Falling between Levels

This category covers falls from one level to another, inside or

outside a dwelling, where the difference in levels is more than 12 inches or 300mm. It includes, for example, falls out of windows, falls from balconies or landings, falls from accessible roofs, into basement wells, and over garden retaining walls.

Most vulnerable:
5 years or younger

23

Electrical Hazards

This category covers hazards from shock and burns resulting from exposure to electricity, including from lightning strikes. (It does not include risks associated with fire caused by deficiencies to the electrical installations, such as ignition of material by a short-circuit.)



Most vulnerable:
5 years or younger

24

Fire

This category covers threats from exposure to uncontrolled fire and associated smoke at a dwelling.

Most vulnerable:
60 years or older

25

Flames, Hot Surfaces etc

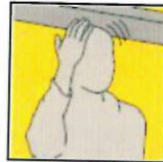
This category covers threats of burns – injuries caused by contact with a hot flame or fire, and contact with hot objects or hot non-water based liquids; and scalds – injuries caused by contact with hot liquids and vapors. It includes burns caused by clothing catching alight from a controlled fire or flame.

Most vulnerable:
5 years or younger

26

Collision and Entrapment

This category includes risks of physical injury from trapping body parts in architectural features, such as trapping limbs or fingers in doors or windows; and striking (colliding with) objects such as architectural glazing, windows, doors, low ceilings and walls.



Most vulnerable:
5 years or younger (16)

27

Explosions

This category covers the threat from the blast of an explosion, from debris generated by the blast, and from the partial or total collapse

of a building as the result of an explosion.

Most vulnerable:
No Specific Group

28

Position and Operability of Amenities etc

This category covers threats of physical strain associated with functional space and other features at dwellings.



Most vulnerable:
60 years or older

29

Structural Collapse and Falling Elements

Covers the threat of whole dwelling collapse, or of an element or a part of the fabric being displaced or falling because of inadequate fixing, disrepair, or as a result of adverse weather conditions. Structural failure may occur internally or externally within the curtilage threatening occupants, or externally outside the curtilage putting at risk members of the public.

Most vulnerable:
No Specific Group

Pennsylvania Department of Health
Lead Hazard Control Program

UNIT FILE CHECKLIST

Unit Address:

Property Type:

Child(ren) Present (Y or N):

Section I – Application for Unit Enrollment

- Application
- Photo Identification (Tenant, Homeowner, or Landlord)
- Household Eligibility Verification (HUD Income Verification Form)
- Proof of Income Documentation (i.e. check stubs, copy of tax documentation, social security income)
 - o Verification of Earned or Unearned Income
- Confidentiality Releases for 3rd Party Reports (i.e. bank statements, tax documentation, DHHS benefits, social security letter)
- EPA Renovate Right Pamphlet Sign Off
- Healthy Homes Tips Flyer given to the client (Appendix A, Attachment 3)
- A Healthy Home Checklist given to the client (Appendix A, Attachment 4)
- Case Notes (communication on production timeline - i.e. intake, risk assessment, procurement, clearance)
- Child Occupied Unit Certification (Appendix A, Attachment 6)
- Written Landlord/Owner Agreement or Disclosure for Vacant Units (if applicable)
 - o Prioritizing families with children under six for no less than 3 years following completion of work

DATE SECTION COMPLETED:

Pennsylvania Department of Health
Lead Hazard Control Program

Section II – Property Information

- Verified Deed (follow state or local requirement)
- Tax Receipts (follow state or local requirement)
- Insurance Declaration (follow state or local requirement)
- Statement from Owner that unit is not under pending HUD, EPA, DOJ action or final order regarding violation of Lead Disclosure or LSHR
- Tier-II Environmental Review Documentation (Appendix A, Attachment 7)

DATE SECTION COMPLETED:

Section III – Medical Information

- Documentation of recent blood level tests of children under 6 for consent or non-consent of testing children under 6 (Appendix A, Attachment 5)

DATE SECTION COMPLETED:

Section IV – Contracts

- Homeowner Participation Agreement.
 - o Sign Off on General Conditions
 - o Owner Accepts Scope of Work
- Relocation Analysis
 - o Questionnaire for eligibility completed
- Relocation Information/Agreement with relocation coordinator

DATE SECTION COMPLETED:

Section V – Financial

- Change Orders

Pennsylvania Department of Health
Lead Hazard Control Program

- Project Completion Documentation
- Invoices (Partial Payments and Final Payments)

DATE SECTION COMPLETED:

Section VI – Lead/Healthy Homes

- Lead Inspection/Risk Assessment Report
 - o Unit sketch
 - o Copy of Report given to Tenant/Homeowner
 - o Dust Wipe Sample Lab Reports (Before and after unit work)
 - o Clearance Achievement or Failure Notice (Copy given to Tenant/Homeowner)
- Health Homes Inspection/Assessment (Appendix A, Attachments 10 and 10a) (Copy given to Tenant/Homeowner)
- Healthy Homes Clearance Report (Copy given to Tenant/Homeowner)
- Any miscellaneous Lead Information
- On-going Maintenance Plan with sign off

DATE SECTION COMPLETED:

Section VII – Project Information

- Scope of Work
 - o Lead Work Specifications
 - o Healthy Homes Work Specification
 - o Before Job Photos
- In -House Cost Estimate
- If more than 5 windows need replaced, Pictures, XRF report, and request and approval of replacement
- Bidders List
- Request for Proposal
- All Original Bids
- Bid Opening Chart (if required for local procurement standards)

Pennsylvania Department of Health
Lead Hazard Control Program

- Pre-Construction Meeting (if required for local program procurement standards)
- Contractor Evaluation Criteria
- Intent to Award
- Occupant Protection Plan
- 5 Day Notice sent to Labor & Industry Abatement Project Notification (Appendix A, Attachment 8)
- Monitoring Work Site Log (Minimum 2 visits)
- Notice to Proceed
- Building Permit
- Contractor Licenses/Worker Certificates
- Job Completion photos
- Clearance Letter given to the Tenant/Homeowner

DATE SECTION COMPLETED:

Key Dates of Completion

Date of Referral:

Application:

Income Verified (6-month life):

Intake Completion:

EPA Renovate Right Pamphlet:

LI/RA Completed (12-month life):

Healthy Homes Assessment Completed:

Pre-Construction Dust Wipes Sent to Lab:

Contract Signed:

Labor and Industry 5-day notice sent:

Occupant Protection Plan:

Construction Start Date:

Construction End Date:

Clearance Dust Wipes Sent to Lab:

Clearance Achieved:

Date Clearance Letter Given to the Tenant/Homeowner:

Compliance Follow-up Date:

Pennsylvania Department of Health
Lead Hazard Control Program

Unit Production Total Days:



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.

C4. What is your administrative cost amount and percentage of your budget for this quarter? (You may not exceed 7% of your total expenditures on administrative cost)

SAP # 4100085968**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 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 – 9th 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.

Department of Health

Division of Child & Adult Health

Revised 5/12

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) 846-6730			SAP Document Number 4100085968			
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

4100085968

07/01/2020 - 06/30/2021

CATEGORIES	Original Budget	Amendment (If Applicable)	Total Budget
I. PERSONNEL SERVICES	1,612.05	-	1,612.05
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	90,300.45	-	90,300.45
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	1,010.00	-	1,010.00
VIII. OTHER COSTS	11,547.50	-	11,547.50
TOTAL	104,470.00	-	104,470.00

Appendix C

BUDGET SUMMARY

York City Bureau of Health

4100085968

07/01/2020 - 06/30/2021

CATEGORIES	Original Budget	Amendment Type & Number	Total Budget
I. PERSONNEL SERVICES	1,612.05	-	1,612.05
II. CONSULTANT SERVICES	-	-	-
III. SUBCONTRACT SERVICES	90,300.45	-	90,300.45
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	-	-	-
VII. TRAVEL	1,010.00	-	1,010.00
VIII. OTHER COSTS	11,547.50	-	11,547.50
TOTAL	104,470.00	-	104,470.00

Appendix C
York City Bureau of Health
4100085968
07/01/2020 - 06/30/2021

Categories			Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
			Y2017500000 07/01/20 - 06/30/21	Y20175000100 07/01/20 - 06/30/21	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	
B. Fringe Benefits								
	Salary	Rate						
Community Health Specialist	1,111.76	45.00%	500.29					500.29
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
	-							-
Specify the benefits included in this rate: FICA, Insurance Allocations, Workers Compensation, and Liability								
		Sub-Total	500.29	-	-	-	-	500.29
		Total	1,612.05	-	-	-	-	1,612.05

Appendix C
York City Bureau of Health
4100085968
07/01/2020 - 06/30/2021

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	Y20175000000 07/01/20 - 06/30/21	Y20175000100 07/01/20 - 06/30/21	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

II. CONSULTANT SERVICES

Consultants	Hourly Rate	Number of Hours					
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total							-

III. SUBCONTRACT SERVICES

Lead Hazard Control	65,270.12						65,270.12
Healthy Homes Remediation		15,220.00					15,220.00
Risk Assessments/Dust Wipe Clearance	9,810.33						9,810.33
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total	75,080.45	15,220.00					90,300.45

Appendix C
York City Bureau of Health
4100085968
07/01/2020 - 06/30/2021

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment Type & Number	Total Budget
	Y20175000000 07/01/20 - 06/30/21	Y20175000100 07/01/20 - 06/30/21	(Enter Funding Source)	(Enter Funding Source)	(Enter Funding Source)	

IV. PATIENT SERVICES

						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
	Total					-

V. EQUIPMENT

	Quantity	Unit Cost					
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
			Total				-

Appendix C
York City Bureau of Health
4100085968
07/01/2020 - 06/30/2021

Categories	Original Budget Y2017500000 07/01/20 - 06/30/21	Original Budget Y20175000100 07/01/20 - 06/30/21	Original Budget (Enter Funding Source)	Original Budget (Enter Funding Source)	Amendment Type & Number (Enter Funding Source)	Total Budget
VI. SUPPLIES						
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	-	-	-	-	-	-
VII. TRAVEL						
Mileage	150.00					150.00
Lodging	400.00					400.00
Airfare	300.00					300.00
Subsistence	160.00					160.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	1,010.00	-	-	-	-	1,010.00

Appendix C
York City Bureau of Health
4100085968
07/01/2020 - 06/30/2021

Categories	Original Budget	Original Budget	Original Budget	Original Budget	Amendment	Total Budget
	Y20175000000 07/01/20 - 06/30/21	Y20175000100 07/01/20 - 06/30/21	(Enter Funding Source)	(Enter Funding Source)	Type & Number (Enter Funding Source)	
VIII. OTHER COSTS						
Administrative Cost (up to 7% of total budget)	6,247.50					6,247.50
Training/Certifications	1,000.00					1,000.00
Conference Fees	1,000.00					1,000.00
Contractor Assistance	800.00					800.00
Relocation	2,500.00					2,500.00
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total	11,547.50	-	-	-	-	11,547.50
TOTAL	89,250.00	15,220.00	-	-	-	104,470.00

SAP# 4100085968**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). 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 Agreement 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 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 L (Clearance) 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. **Eight 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, well-maintained, and thermally controlled.
- F. **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).
- G. **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.”
- H. 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.
 - I. Friction surface: Any interior or exterior surface, such as a window or stair tread, subject to abrasion or friction.
 - J. Grant Agreement: Agreement
 - K. Grantee: Provider
 - L. Healthy Homes (HH) Remediation: Activities to control and eliminate non-LBP health and safety hazards, including radon, mold and trip/fall hazards.
 - M. 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.
 - N. Healthy Homes 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.
 - O. Healthy Homes Inspection: A visual inspection of the unit for non-lead hazards.
 - P. Healthy Homes Assessment: An assessment tool to be utilized in the pre- and post-assessment of units receiving HH remediation. The HH assessment rates hazards identified in the HH inspection for their potential to harm residents.
 - Q. Impact surface: Any interior or exterior surface (such as surfaces on doors) subject to damage by repeated impact or contact.
 - R. 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.
 - S. Lead-based Paint (LBP): Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm² 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).
 - T. Lead-based Paint 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.
 - U. Lead-based Paint hazard control: Activities to control and eliminate LBP hazards, including

interim controls, abatement of LBP hazards, and complete abatement of all LBP.

- V. Lead-based Paint 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.
- W. Lead-Safe: An environment without hazards conducive to causing an elevated blood lead level in children under 6 years of age.
- X. 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).
- Y. 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.
- Z. 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 the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH), and shall be achieved by the Grantee or its subcontractors:
 1. 10 micrograms of lead per square foot for both hard and carpeted interior floors;
 2. 100 micrograms of lead per square foot for interior window sills;
 3. 100 micrograms of lead per square foot for window troughs;
 4. 40 micrograms of lead per square foot for porch floors;
 5. 400 parts per million (ppm) of lead in bare soil in children's play areas; and
 6. 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 or OLHCHH. 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.

- AA. 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.
- BB. 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 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.

CC. Unit: A distinct residential dwelling place.

DD. 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 and 2019 Notice of Funding Availability (NOFA) Policy Requirements and General Section to HUD's FY 2016 and 2019 NOFAs for Discretionary Programs.
- Q. NOFA for HUD's FY 2016 and 2019 Lead-Based Paint Hazard Control Grant Program and Lead Hazard Reduction Demonstration Grant Program.
- R. Facilities used for participant assistance (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 confirm 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 confirm 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 certify that sub-contractors completing 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 - and have the appropriate training certifications. The RRP was issued by the United States 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 certify 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 confirm 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 2018-01 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, their 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, their 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, 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.

III. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The following language replaces Paragraph 35 of the Standard General Terms and Conditions (Rev. 2/15) Incorporated Document in its entirety:

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant Agreement, Contract, or subcontract, the Grantee, a subgrantee, a Contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.
- C. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, in the provision of services under the Grant Agreement, subgrant Agreement, Contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.
- F. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.

- G. The Grantee and each subgrantee, Contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any Contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- H. The Grantee, any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.
- I. The Grantor’s and each subgrantee’s, Contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, Contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- J. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

IV. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT

The following language replaces Paragraph 36 of the Standard General Terms and Conditions (Rev. 2/15) Incorporated Document in its entirety:

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of religion, age, handicap or national origin, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any of its employees on account of religion, age, handicap or national origin.

- C. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, handicap or national origin against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Contractor and any subcontractors shall ensure that any services or benefits available to the public or other third parties by way of this Contract shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, The Age Discrimination Act of 1975, applicable provisions of the Omnibus Reconciliation Act of 1981 and Pennsylvania Management Directive 215.16.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Additional Provisions relating to Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Diversity, Inclusion and Small Business Opportunities.
- F. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Section IV, Additional Provisions Relating To Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

V. MINIMUM PERSONAL COMPUTER HARDWARE, SOFTWARE, AND PERIPHERALS REQUIREMENTS

The following language replaces the Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 4/12) Incorporated Document in its entirety:

The Grantee agrees:

In accordance with the Department's Bureau of Informatics and Information Technology standards:

- A. The Contractor shall adhere to the minimum specifications for all personal Computer purchases or leases made with funds involved with this Contract. The Department's standards are specifically addressed in paragraph D below.
- B. If the Contractor has an exclusive vendor, obtained through a competitive bidding process, from whom all office equipment and related items are purchased, the Contractor shall utilize said vendor. If such exclusive vendor is not used by the Contractor, then three competitive price estimates shall be procured and documented by the Contractor before the personal computer hardware and software shall be purchased. A letter stating which of the above methods is used to satisfy this requirement shall be forwarded to the program staff at the Department within 30 days of the aforementioned purchase. This section supersedes Paragraph 37A of the incorporated document entitled, "Standard General Terms and

Conditions” (Grant Agreement) or Paragraph 24A of the incorporated document entitled, “Additional Contract Terms and Conditions” (Contract Agreement).

- C. The Contractor shall be responsible for returning any personal computer hardware, software, and peripherals to the Department within 120 days of the Contract’s termination. Should the parties agree to extend the Contract term, or enter into a new Contract, either of which shall only be evidenced by further written Agreement, the Contractor may be allowed to continue to maintain possession of said equipment at the Department’s discretion.
- D. The parties agree that during the Contract term, the minimum computer configurations shall be in accordance with the current Commonwealth minimum personal computer configurations in effect at the time of the computer purchase to ensure compatibility with the Commonwealth network. The minimum personal computer configurations are as follows:

- Intel Core i7-7700 Processor (8M Cache, up to 4.20 GHz)
 - 8 Gigabytes (GB) of RAM
 - 256 Gigabytes (GB) Solid State Drive
 - 23” FP Monitor
 - Intel Gigabit LAN 10/100/1000 Network Interface Card (NIC)
 - USB Windows keyboard
 - USB Optical mouse
 - Sound bar
 - Windows 10
 - 64-bit Operating System

- E. Contractor shall use Industry Best Practices to secure and protect personal computer systems including but not limited to the use of virus protection, firewall, spyware and intrusion detection software and keep such software up to date with current recommended updates.
- F. Contractor shall keep all Personal Computer Operating Systems and third (3rd) Party Personal Computer Software patched with manufacturer recommended critical security patches.
- G. Contractor shall use Industry Best Practices to backup, secure and protect all data collected on personal computer systems on behalf of the Commonwealth. Contractor shall ensure that for all confidential or protected data that the Commonwealth requirements for encryption of data are met. Refer to Commonwealth Information Technology Bulletins for Security at:

<https://itcentral.pa.gov/Pages/IT-Policies.aspx>

- H. Personal Computers under this Contract that connect with Commonwealth Information Technology systems or that may during their lifecycles connect with those systems must comply with applicable standards published by the Commonwealth in their Information Technology Bulletins (ITBs) which can be found at the following location:

<https://itcentral.pa.gov/Pages/IT-Policies.aspx>

If there is a need to deviate from these standards/policies, Contractor seeking a waiver must contact the Project Officer.