



### Participating Lead-certified Inspector Agreement

The City and County of San Francisco (CCSF) in contract with Rebuilding Together San Francisco (RTSF) has developed the Fix Lead SF Program (Program) to help prevent lead hazards in San Francisco residential buildings with small children. Moving forward, both of these two entities are included in the title “Program”.

Effective July 1, 2022, this Participating Lead-certified Inspector Agreement (Agreement) is between the company specified below (Inspector) and RTSF. This Agreement defines the terms under which Inspector agrees to participate in the Program.

In consideration of the terms of this Agreement, the parties (RTSF and Inspector) mutually agree to the following.

#### **RTSF Obligations-** RTSF agrees to do the following:

- Ensure that all participating Inspector are qualified by verifying certifications and insurances.
- Establish and maintain a fair project assignment system.
- Pay Inspector within ten business days after assignment is satisfactorily completed and an invoice received.
- Notify the Inspector in advance of any changes in the terms of this Agreement.

#### **Inspector Obligations-** Inspector agrees to do the following:

- Register with the Program and participate in an inspector orientation conducted by the Program prior to conducting any inspections.
- Meet all the requirements listed in the “Inspector’s Requirements” (Appendix 1).
- Conduct LIRAs as stated in the ‘Standard Operating Procedures for Lead-Based Paint Inspections and Risk Assessments (LIRAs)’ (Appendix 2).
- Conduct clearances as stated in the “Standard Operating Procedures for Clearances” (Appendix 3).
- Provide the Program with copies of certifications, liability insurance policy, workers compensation, etc.
- Authorize the Program to check the validity of any business information provided.
- Ensure that all certifications and insurance required under this Agreement remain current for the duration of inspector’s work with the Program.
- Produce and sign scope of work and contract directly with the Property Owners.
- Inform the Program of all inspections and clearances dates as soon as they are known.

**Subcontractors:** Inspector may subcontract portions of the Services in connection with this Agreement only upon prior written approval of CCSF. Inspector shall ensure compliance by such subcontractor with applicable terms and conditions of this Agreement. Nothing contained in this Agreement shall create any legal or contractual relationship between RTSF on the one hand, and any subcontractor, contractor or agent of Inspector on the other hand. Neither RTSF nor Inspector shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. Inspector is solely responsible for paying its subcontractors, and the Program shall not have any obligation to pay or to enforce the payment to any subcontractor, contractor or agent of Inspector. All Subcontracts must incorporate the terms of the “Additional Requirements Incorporated by Reference” Article of this Agreement, unless inapplicable.

**Limitation of Liability:** In no event shall RTSF be liable for any incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to this agreement, even if



**LEAD HURTS KIDS!**

*Fix Lead SF*  
c/o Children’s Environmental Health Promotion Program  
San Francisco Department of Public Health  
49 South Van Ness Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94103  
(415) 252-3882 | <https://sf.gov/FixLeadSF> | [fixleadsf@sfdph.org](mailto:fixleadsf@sfdph.org)

advised of the possibility of such damages. In no event shall RTSF's liability under this Agreement exceed the amount payable hereunder, if any.

**Indemnification:** To the fullest extent permitted by law, Inspector shall, at its own cost, defend, indemnify and hold harmless RTSF, including their officers, directors, employees, agents, assigns and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from, arising out of, or in any way directly connected with this Agreement or work performed by Inspector under this Agreement, except claims arising out of RTSF's own gross negligence or willful misconduct.

**Termination for Convenience:** RTSF may at its sole convenience terminate this Agreement in whole or in part and require Inspector to cease performance of the Services. In such event, Inspector shall be paid only for the Services properly performed prior to such termination. Inspector waives all claims for profits not earned as a result of such termination.

**Termination for Default:** RTSF may terminate this Agreement in whole or in part in the event that Inspector fails to strictly adhere to the terms and conditions of this Agreement; fails to make progress so as to endanger the timely completion of the Services or deliverables and fails within three (3) calendar days to take appropriate corrective action, repetitively fails to maintain timely progress of the Services, fails to strictly observe or comply with any provision of this Agreement, or in the event of any proceeding by or against the Inspector in bankruptcy or insolvency or appointment of a receiver or trustee or assignment for the benefit of creditors and RTSF may, in addition to any other right or remedy provided by this Agreement, law or equity, terminate all or part of the Services. In the event of such termination or partial termination, Inspector shall not be entitled to receive any further payment until the terminated Services are completed.

#### **Additional Requirements Incorporated by Reference**

1. Laws Incorporated by Reference. The full text of the laws listed in this Article, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).

2. Conflict of Interest. By executing this Agreement, Inspector certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

3. Prohibition on Use of Public Funds for Political Activity. In performing the Services, Inspector shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Inspector is subject to the enforcement and penalty provisions in Chapter 12G.

4. Consideration of Salary History. Inspector shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Inspector is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Inspector is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Inspector is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

5. Nondiscrimination Requirements.

5.1 Nondiscrimination in Contracts. Inspector shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Inspector shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Inspector is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Inspector does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Inspector shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Inspector is subject to the enforcement and penalty provisions in Chapter 14B.

7. Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Inspector shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Inspector is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Inspector is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Inspector certifies that it complies with Chapter 12P.

8. Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Inspector shall comply with the requirements of Chapter 12Q. For each Covered Employee, Inspector shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Inspector chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Inspector is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Inspector shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

9. First Source Hiring Program. Inspector must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Inspector is subject to the enforcement and penalty provisions in Chapter 83.

10. Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Inspector to remove from, City facilities personnel of any Inspector or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

11. Limitations on Contributions. By executing this Agreement, Inspector acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Inspector’s board of directors; Inspector’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person

with an ownership interest of more than 10% in Inspector; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Inspector. Inspector certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract and has provided the names of the persons required to be informed to the City department with whom it is contracting.

12. Consideration of Criminal History in Hiring and Employment Decisions.

12.1 Inspector agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Inspector is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

12.2 The requirements of Chapter 12T shall only apply to a Inspector’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

By signing the Agreement, Inspector representative is certifying that:

- Inspector does not have any unresolved or outstanding complaints with the California Department of Public Health Lead-related Construction Program or a pattern of outstanding litigation that involves his or her work.
- Inspector’s representative has the necessary legal authority to act on Inspector behalf.
- To the best of Inspector’s representative’s knowledge, all of the information supplied is accurate.
- Inspector has read, understood, and agreed to all of the terms, and conditions that are part of this Agreement and the referenced documents.

Company Name:	Taxpayer ID#:
Taxpayer Status (Corporation/Partnership, Sole Proprietor, Exempt):	Address:
Print Name of Company Representative:	Title of Representative:
Signature:	Date:

**Appendix 1**  
**Requirements for Working with *Fix Lead SF***

Inspectional service providers for *Fix Lead SF* must:

1. Be a California Department of Public Health Lead-Certified Inspector Risk Assessor.
2. Hold and maintain all required City and County licenses.
3. Hold and maintain general commercial liability coverage with a single limit of \$1,000,000 or higher per each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Add the City and County of San Francisco and Rebuilding Together SF as additional insured on the policy.
4. Hold and maintain Workers' Compensation (if applicable).
5. Comply with all applicable federal, state, and local laws and regulations in conducting business in San Francisco, CA. (e.g., has IRS W-9)
6. Be able to test paint, dust, and soil samples in accordance with Chapter 5 and 7 of the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", U.S. Department of Housing and Urban Development, July 2012.
7. Be able to follow additional sampling plan and reporting as required by the City.
8. Be able to analyze dust and soil samples by a laboratory that has been accredited by the EPA National Lead Laboratory Accreditation Program (NLLAP).
9. Be able to provide documentation from the laboratory stating the minimum sampling area for a floor dust sample that will produce accurate readings at less than or equal to 10 ug/ft<sup>2</sup>.
10. Be able to provide a copy of the lead hazard risk assessment/paint inspection reports and Clearance Inspection reports within 5 business days.
11. Not cross-sell environmental or other services to property owners. Inspectors may only advise the property owners to "call a professional who can advise or call the Department of Public Health at 415-252-3800".

**Appendix 2**  
**Standard Operating Procedures**  
**Lead-Based Paint Inspections and Risk Assessments (LIRAs)**

*Fix Lead SF* (Program) utilizes California Department of Public Health Lead-Certified Inspectors/Risk Assessors to conduct LIRAs. LIRAs will be performed in accordance with Chapter 5 and Chapter 7 of the 2012 HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards In Housing. LIRA reports must meet the requirements specified in Section 36000 (a) (4) of Title 17 of the California Code of Regulations, Division, 1, Chapter 8.

Purpose:

The Program will use LIRAs to determine its scopes of work. LIRAs will verify the presence of lead-based paint and to identify lead hazards found at the time of the LIRA. In addition, this document spells out some LIRA requirements specific to the facilitation of the *Fix Lead SF* projects.

Definitions:

Project—the spaces within a single building or one parcel of land that are included in one Program agreement with the property owner. The spaces will include individual units and common areas such as hallways and stairs.

Lead Hazard Definitions

A combination of the most up-to-date definitions from federal, state, and local laws are used to define lead-based paint hazard, lead-contaminated dust hazard, and lead-contaminated soil hazard. These definitions are the same ones that are used on a routine-basis in defining lead hazards and in issuing a Notice of Violation for lead hazards under Article 11 of the San Francisco Health Code.

A. Paint

Lead-Based Paint means any paint, varnish, shellac or other coating on surfaces with lead in excess of 1.0 mg/cm<sup>2</sup> as measured by X-ray fluorescence (XRF) detector or laboratory analysis or 0.5 percent by weight (5,000 ppm, 5,000 µg/g, or 5,000 mg/kg) by laboratory analysis.

Paint-Lead Hazard means any of the following: (1) any lead-based paint on a friction surface that is subject to abrasion and where the lead dust levels on the nearest horizontal surface underneath the friction surface (e.g.: the windowsill or floor) constitute a dust-lead hazard; (2) any damaged or otherwise deteriorated lead-based paint on impact surface that is caused by impact from a related building component, such as a door knob that knocks into a wall or a door that knocks against its door frame; (3) any chewable lead-based painted surface on which there is evidence of teeth marks; and (4) other deteriorated lead-based paint on the interior or exterior of any building.

B. Dust

Dust is contaminated when samples from surface dust contain lead equal to or exceeding 10 µg/ft<sup>2</sup> on floors, 40 µg/ft<sup>2</sup> on other interior horizontal surfaces, 100 µg/ft<sup>2</sup> on interior windowsills, and 400 µg/ft<sup>2</sup> on exterior windowsills and other exterior horizontal surfaces. (San Francisco Health Code, Article 26 and Title 17, Division 1, Chapter 8 of the California Code of Regulations, Toxics Substances Control Act, Section 403.)

### C. Soil

Lead-contaminated soil is bare soil samples containing greater than or equal to 400 parts per million of total lead.

### Sampling Specifications:

- A. Single Family Buildings—all rooms will be tested, including rooms in in-law and basement units
- B. Multiple Units Buildings—all common areas and all the rooms inside those units that applied for the Program will be tested
- C. Samples
  - Deteriorated Paint Components—
    - a. Any interior components
    - b. **Only those exterior** components that
      - affect remediation of soil hazards
      - children can easily have access and touch
  - Friction points—any interior components with evidence of friction
  - Paint Inspection (i.e., regardless of paint condition, Interior only)
    - a. Window Components—sash, parting bead (if possible), stop (if possible), exterior sill, interior sill, casings
    - b. Painted Floor
    - c. Built in Cabinets—face, drawers (if painted), shelves (if painted)
    - d. Pocket Doors—door (1 side of 1 door), door casings of pocket door
    - e. Varnished Wood—in sunny and shaded areas
    - f. Doors
    - g. Door Components—casing, jambs, stops, threshold
  - Bare soil—dripline, play area
  - Dust
    - a. In units with children
      - Deteriorated varnished wood (in sunny areas) and “intact” varnished wood (if present)
      - Glazed tiles, especially on fireplaces
      - Maximum of 4 rooms/unit, interior window sills and floors in children living areas per 2012 HUD Guidelines
      - Built-in cabinet lower shelf if used
      - Floor by pocket doors
    - b. In units currently without children
      - Deteriorated varnished wood (in sunny areas) and “intact” varnished wood (if present)
- D. Laboratories
  - a. The laboratory used to analyze samples must be part of the EPA National Lead Laboratory Accreditation Program.
  - b. The laboratory must be able to analyze dust samples to below 10 ug/ft<sup>2</sup>. A larger sample size might be necessary.

### Reports

1. If there are more than one units in a building, one report to include your findings in all the units would be sufficient. However, the raw data (XRF printouts and laboratory results) should be separated by units.
2. In addition to the Title 17 requirements for lead hazard evaluation reports, please include the following elements:
  - A “Purpose of This Assessment” section. The purpose should include a statement that the assessment was conducted as part of and paid for by the *Fix Lead SF* program.
  - A summary table for all the units in the building:

Double-hung wood windows with lead-based paint	Total # included in the Project: ____
Floor Painted with lead-based paint	In how many of the Project units are there either partially or ~100% painted floor: ____
Built-in Cabinets with lead-based paint	<ul style="list-style-type: none"> <li>• Total # in the Project: ____</li> <li>• # with friction: ____</li> </ul>
Leaded-varnished Wood	Present? ____ Yes ____ No ____ + for dust, ____ --for dust
Lead-based painted doors with friction	Total # in the Project: ____ How many of these are pocket doors: ____
External deteriorated leaded paint affecting soil	Present? ____ Yes ____ No

- Chain of Custody for laboratory samples
- There shall not be any mention of the existence of other hazards (e.g., mold) even if they are present.

Invoices

Invoices submitted to *Fix Lead SF* should include at least the following documents:

- 1) Invoices from the lab
- 2) An aggregate invoice of: Shipping, materials, and labor costs



### Appendix 3 Standard Operating Procedures Clearance Inspections

*Fix Lead SF* utilizes California Department of Public Health Lead-Certified Inspectors/Risk Assessors to conduct Clearance Inspections (Clearances). Clearances will be performed in accordance to Chapter 15 of the 2012 HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards In Housing and the procedures outlined in the 2012 California Department of Public Health Guidance Manual for Environmental Professionals. [These requirements include requirements from the clearance inspection sampling strategy is adapted from both the EPA regulations (40 CFR Part 745 Lead; Identification of Dangerous Levels of Lead; Final Rule January 5, 2001, Section 745.227 (e) (8)) and the HUD Guidelines Chapter 15 (1995)]. Clearance Reports must meet the requirements specified in Section 36000 (a) (4) of Title 17 of the California Code of Regulations, Division, 1, Chapter 8.

#### Purpose:

*Fix Lead SF* will use Clearances to determine re-occupancy of a unit if the unit tenants were temporarily relocated during the project and to determine the completion of abatement and remediation.

#### Definitions:

Clearance samples pass Clearance Inspection when the laboratory results show values that are less than those that have been defined as “lead-based paint”, “lead-contaminated soil”, and “lead-contaminated dust” per San Francisco Health Code, Article 26 and Title 17, Division 1, Chapter 8 of the California Code of Regulations, Toxics Substances Control Act, Section 403.

Surface	Passing Standards ( $\mu\text{g}/\text{ft}^2$ )
Interior floor	Less than 10
Other interior horizontal surfaces	Less than 40
Interior window sill	Less than 100
Exterior window sill (trough)	Less than 400
Other exterior horizontal surfaces	Less than 400

In addition, the premises pass Clearance Inspection only if the work areas are free of visible deteriorated paint, visible dust, and debris per Chapter 15 of the most current version of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint (2012).

#### Sampling Specifications

##### 1. Visual Examination

The visual examination process varies depending on the types of lead abatement measures that were used:

- Component removal. Verify that all components identified in the abatement plan and property owner requirement letter were removed and replaced with new components.

- Paint stabilization. Confirm that deteriorated paint has been stabilized and that new paint is adhering to the old paint and substrate. If new paint was applied without first preparing the old paint and substrate by de-glossing and wet scraping/sanding, the new paint will rapidly delaminate from the surface. Verify that exterior paint stabilization has been completed without leaving visible debris or paint chips on the soil, landscaping or other surfaces.
- Enclosure. Verify that enclosure systems are in place, securely fastened and that all seams and edges are caulked or sealed dust tight.
- Soil treatments. Confirm that all bare soil areas that were required to be treated have been covered with landscaping materials or concrete/asphalt. If landscaping materials such as bark or gravel were used, ensure that the materials were applied in a layer that is at least 6 inches in depth and that a layer of landscape fabric was used underneath the bark or gravel. (Exterior dust wipe samples are required. See below.)
- Encapsulants. Verify that encapsulants have been applied properly and are not delaminating from the substrate. Note that the majority of encapsulants are considered to be interim control measures because they lack a 20-year product rating.
- Complete paint removal (heat gun, mechanical, or chemical removal). Paint removal measures such as chemical removal require a two-part visual examination, the first to determine that paint has been completely removed and the second to verify that the surfaces have been covered completely with new paint.
- Other interim control measures. Verify that interim control measures are in place.
- Visible dust and debris removal. Carefully examine surfaces within the work area to ensure that all visible dust and debris have been removed by thorough cleaning. Check behind doors, in corners and all horizontal surfaces. If only exterior work was performed ensure that not only exterior horizontal surfaces are free from dust and debris but that interior horizontal window and door surfaces immediately adjacent to the exterior are free from tracked in or blown in debris.

## 2. Dust Sampling

- Select 4 representative room/areas within the house to test. If there are less than 4 room/areas, sample all rooms.
- Interior work. In each room selected for testing take at least:
  - 1 floor dust wipe sample and
  - 1 window sill sample (if window sill is present) and
  - 1 window well sample (if window well is present)
- Exterior work. If exterior abatement work was performed, **including soil treatments**, take at least:
  - 1 floor sample (exterior horizontal surface such as porch, patio, balcony, steps or sidewalk, window ledge, etc.); and
  - 1 window well sample in or adjacent to the work area. If the house does not have double-hung windows, then test an exterior horizontal window surface such as a window ledge (if present).

Note: sampling of interior window surfaces, interior floors beneath windows or door entries may be necessary if inadequate containment was used during the exterior work (such as plastic not taped over the inside of windows prior to work or windows were opened during work).

## 3. Laboratories

Requirements are the same as those for testing risk assessment samples.

## Reports

### A. Failed Clearances

Failed inspections must be reported to *Fix Lead SF* **immediately** via a phone call or an email. A Clearance Report per Title 17 is not needed for failed inspections. The notification to *Fix Lead SF* must include:

1. Address of Clearance
2. Date of Clearance Inspection
3. Reason of failure: \_\_\_ Did not pass visual inspection \_\_\_ High dust levels

### B. Final Clearance Inspection Report

If there are more than one unit in a building, one report to include your findings in all the units would be sufficient. However, the summary of findings and the laboratory results should be separated by units.

In addition to a report for the passed Clearance, the final report must include the following elements for each failed Clearance:

1. a sampling map, and
2. the laboratory results, and
3. a 8552

### C. Recommendations

- In the recommendation section of the report, provide recommendations on how to maintain lead-safe the lead-based paint that will remain in a dwelling after the present hazards are corrected.
- If the property is HUD-assisted (e.g., Section 8 housing), make the recommendation that the property should be re-evaluated at least as often as every two years (per the applicable provision of the Lead Safe Housing Rule—24 CFR 35.1355(b)(4)).

### D. Invoices

Invoices submitted to *Fix Lead SF* should include at least the following documents:

1. Invoices from the lab
2. An aggregate invoice of: Shipping, materials, and labour costs