



## 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



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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, 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 Information: (Please provide and sign)**

- **Company Name:**
- **Taxpayer ID#:**
- **Taxpayer Status (Corporation/Partnership, Sole Proprietor, Exempt):**
- **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 as additional insured on the policy:

*City and County of San Francisco and Rebuilding Together San Francisco, their officers, agents, and employees*  
c/o Fix Lead SF  
49 South Van Ness Ave., #600  
San Francisco, CA 94103

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 testing reports (Initial and Clearance) within the timeframe as specified by the Standard Operating Procedures (Appendix 2 and 3) for each inspection type.
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".

07-11-2023



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c/o Children's Environmental Health Promotion Program  
San Francisco Department of Public Health  
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(415) 252-3882 | <https://sf.gov/FixLeadSF> | [fixleadsf@sfdph.org](mailto:fixleadsf@sfdph.org)



**Appendix 2**  
**Standard Operating Procedures**  
**Lead Testing**

*Fix Lead SF* (Program) utilizes California Department of Public Health Lead-Certified Inspectors/Risk Assessors to conduct lead testing. With the exceptions outlined in this document, in general, testing 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. Lead testing reports must meet the requirements specified in EPA (40 CFR 745.227(d)(11)) and Section 36000 (a) (4) of Title 17 of the California Code of Regulations, Division, 1, Chapter 8.

**Purpose:**

The Program will use the lead testing results to determine its scopes of work. The testing will verify the presence of lead-based paint and identify lead hazards found at the time of the evaluation.

**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.)



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C. Soil

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

**Sampling Specifications:**

(Reference: "Selective Testing"-- HUD Guidelines, Chapter 5)

This Lead Testing protocol was developed to meet these Program objectives: a) Abate potential friction points on the interior of dwelling units, b) Remediate lead-contaminated soil, c) Remediate current interior lead hazards

A. Paint

1. Sampling Areas

*Project Monitor may also specify other sampling areas*

REQUIRED AREAS	WHEN NECESSARY
<ul style="list-style-type: none"> <li>Exterior foyer to the building</li> <li>Exterior common area: Laundry room</li> <li>Interior common areas</li> <li>All rooms and hallways inside a unit</li> </ul>	<ul style="list-style-type: none"> <li><i>(when there's bare soil)</i> Yard(s) where children may spend time</li> <li><i>(when there's deterioration)</i> Back deck only when meant for activities, such as play area</li> </ul>

2. Samples

*Project Monitor may also specify other or alternate samples*

REQUIRED SAMPLES <i>(whenever encountered)</i>	ONLY WHEN DETERIORATED
<ul style="list-style-type: none"> <li>Painted double-hung window sashes</li> <li>Painted window components—parting beads, stops, jambs</li> <li>Interior and exterior windowsills</li> <li>Doors</li> <li>Door jambs</li> <li>Door casings</li> <li>Painted thresholds</li> <li>Built in cabinets—1 wall, shelves, doors, drawers (face frame, face, interior if painted)</li> <li>Painted floor</li> <li>Varnished wall or other varnished components that have not yet been tested</li> </ul>	<ul style="list-style-type: none"> <li>Side C (back wall) in the Backyard (where soil remediation might occur)</li> <li>All other components (more than a couple of nicks)</li> </ul>

B. Dust

REQUIRED SAMPLES	WHEN ENCOUNTERED
<ul style="list-style-type: none"> <li>Interior foyer floor</li> <li>Floor immediately inside the back door</li> </ul>	<ul style="list-style-type: none"> <li>Interior windowsills when the sash, the interior and exterior sills, and other window components have a negative XRF reading</li> <li>Interior windowsills where the varnished had deteriorated and the XRF reading is negative</li> <li>Varnished wall panels—one sample in an area where the sun might hit the paneling regularly, one in an area not susceptible to sunlight</li> <li>Decorative tiles on fireplaces</li> <li>Floor underneath pocket doors</li> <li>Stripped painted surfaces</li> </ul>

C. Soil

REQUIRED SAMPLES
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- Composite of bare soil in each yard (disregard distinctions between dripline, garden, or play area)

**Laboratories:**

1. The laboratory used to analyze samples must be part of the EPA National Lead Laboratory Accreditation Program.
2. 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:**

- A. If there is more than one unit in a building, one report to include your findings for all the units would be sufficient. However, the raw data (XRF printouts and laboratory results) should be separated by units.
- B. The lead testing report (Report) should be submitted within five (5) business days after the day of the completion of the evaluation.
- C. The Report shall contain the following components. Some of these components are required by either EPA and/or Title 17. Many of these components can be language that will be unchanged from project to project and will serve as templates for every Report produced for the Program. A Sample Report with suggested template language follows at the end of this Standard Operating Procedures. *The Program will pay only for the time spent compiling the components that are specific to the Project.*

Report Component	Content Type
1. Identifying Information (sampling location and date) and Risk Assessor’s Signature	<input checked="" type="checkbox"/> Specific to Project site <input type="checkbox"/> Template Language
2. Purpose of The Lead Testing	<input type="checkbox"/> Specific to Project site <input checked="" type="checkbox"/> Template Language (see suggested in Sample Report)
3. Definitions	<input type="checkbox"/> Specific to Project site <input checked="" type="checkbox"/> Template Language (see suggested in Sample Report)
4. Lead Hazards and Acceptable Hazard Control Measures	<input type="checkbox"/> Specific to Project site <input checked="" type="checkbox"/> Template Language (see suggested in Sample Report)
5. Recommendations for Maintenance and Monitoring	<input type="checkbox"/> Specific to Project site <input checked="" type="checkbox"/> Template Language (see suggested in Sample Report)
6. Testing Results a. XRF printout with calibrations, and: i. intact lead-based paint components highlighted in yellow ii. fair & poor lead-based paint components highlighted in red b. Lab copy of dust and soil analyses results c. Chains of Custody d. Site Map prepared per Title 17 requirements	<input checked="" type="checkbox"/> Specific to Project site <input type="checkbox"/> Template Language
7. 8552	<input checked="" type="checkbox"/> Specific to Project site <input type="checkbox"/> Template Language
8. Other Risk Assessor’s company-specific language included to reduce risk and liability	<input type="checkbox"/> Specific to Project site <input checked="" type="checkbox"/> Template Language

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

**Sample Report**  
*With suggested template language*

### Section I (Required by EPA)

- Date of Inspection
- Address of Inspection
- Property Owner’s Name and Address
- Laboratory Information – Name, Address, Accreditation #
- Inspector/Risk Assessor Information – Name, Address, CDPH Certification # and its expiration date
- Inspector/Risk Assessor’s signature

### Section II

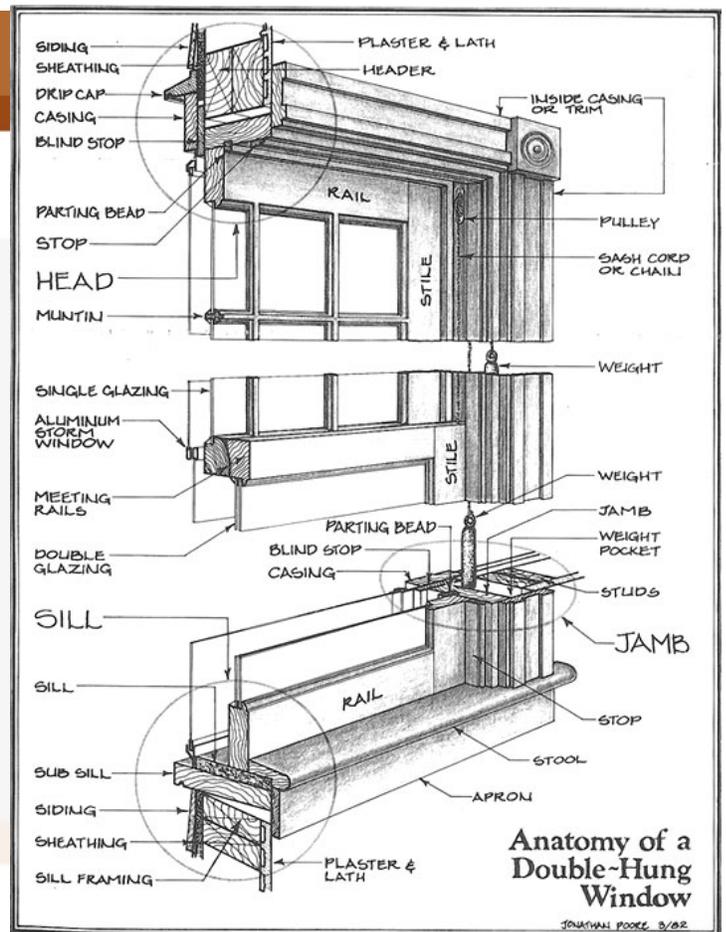
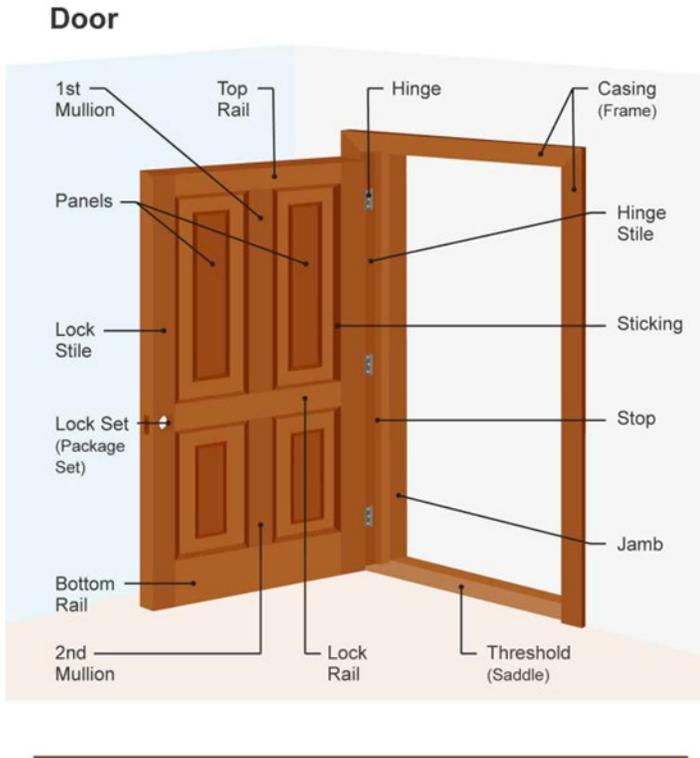
Purpose of the Lead Testing: *(Suggested language)* To confirm that the paint, dust, and soil that Fix Lead SF (Program) will remediate contain lead. The Program’s remediation targets include lead-contaminated soil, dust, and lead-based painted friction points, such as doors, windows, and cabinets. *(Required language):* The intent of the testing was not to provide lead content information on every surface in a unit and building.

### Section III

Definitions: *(Suggested language)*

<b>Lead-based paint</b>	Paint or other surface coatings that contain an amount of lead equal to, or in excess of: (a) one milligram per square centimeter (1.0 mg/cm <sup>2</sup> ); or (b) half of one percent (0.5%) by weight
<b>Lead paint hazard</b>	(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>Deteriorated paint</b>	Paint condition is designated as either “fair” or “poor”,
<b>Friction surface</b>	Any interior or exterior surface, such as a window or stair tread, subject to abrasion or friction.
<b>Lead soil hazard</b>	Bare soil that contains an amount of lead equal to, or in excess of, four hundred parts per million (400 ppm)
<b>Bare soil</b>	Soil not covered with grass, sod, some other similar vegetation, or paving, including the sand in sandboxes
<b>Lead dust hazard</b>	Contains an amount of lead equal to, or in excess of: (a) ten micrograms per square foot (10 µg/ft <sup>2</sup> ) for interior floor surfaces; or (b) forty micrograms per square foot (40 µg/ft <sup>2</sup> ) on other interior horizontal surfaces; (c) one hundred micrograms per square foot (100 µg/ft <sup>2</sup> ) for interior horizontal windowsills; or (d) four hundred micrograms per square foot (400 µg/ft <sup>2</sup> ) for exterior floor and exterior horizontal surfaces

# Anatomy of a Door



## Section IV (Required by EPA)

Presence of Lead/Lead Hazards and Acceptable Hazard Control Measures: *(SF Required language)*

1. Paint
  - a. Components containing lead-based paint—See data highlighted in yellow
  - b. Components that are considered lead-paint hazard—See data highlighted in red
2. Dust
  - a. Areas with lead dust—*{write in Rooms, Surfaces}*
  - b. Areas that are considered to contain lead-contaminated dust hazards—*{write in Rooms, Surfaces}*
3. Soil
  - a. Soil that are considered lead-contaminated soil hazard—*{write in Location, Type of Area}*

The Program will either permanently remove the leaded components, such as a painted window or the Program may take measures to eliminate the hazards temporarily, such as painting to leave the lead-based paint intact. Fix Lead SF will prepare a Scope of Work describing how the Program will manage each of the items listed above.

## Section V (Required by EPA)

Recommendations for Maintenance and Monitoring: *(SF Required language)*

As a property owner, it is important that you keep a copy of the Scope of Work and this testing report. These documents will help you identify where the lead paint and soil were not removed. Those building components still containing lead paint need to remain intact. Lead-contaminated soil will need to remain covered. Conduct periodic inspections and instruct the occupants to report deteriorated paint and uncovered soil. These reports will also help you with future repairs and renovations. According to the San Francisco Building Code, lead-safe work methods are required to be used when working on components with lead paint.

Section VI (*Required by EPA*)

Lead Testing Data:

Include in this section raw data from the testing:

- Sampling map per Title 17,
- XRF print out with highlighted results (XRF calibration should be included),
- Lab results for dust and soil samples, and
- Chains of custody

Section VII (*Required by Title 17*)

A copy of the signed 8552 that was sent to CDPH.

Section VIII

Other template language that might be needed by the testing company.

**Invoice**

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

- Invoices from the lab
- 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 under the guidance of 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. [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.

**Summary of Required Actions**

STOP the Clearance Inspection under the following conditions, take pictures to document the conditions, and notify *Fix Lead SF* Project Monitor:

- Observed visible dust, paint chips, and paint-related debris, in interior or exterior (if applicable), or
- Deteriorated paint found in components that were specified in the Scope of Work to be remediated

Turn-around Time

- Samples should be received by the laboratory same day or overnight.
- The laboratory must analyze the samples and report the results no later than 24 hours of the receipt of the samples. When a RUSH analysis option is available, use the option.

Results Reporting

- Immediately upon receipt of the lab results, call the Project Monitor to report a clearance status.
- A complete Clearance Report must be submitted to *Fix Lead SF* within 48 hours of receipt of lab results.

**Definitions:**

Passing Clearance Inspection—In order to pass a Clearance, the premises must pass the following two components of the inspection:

1. Visual Inspection-- 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.



LEAD HURTS KIDS!

2. Dust sampling—the laboratory results of dust samples show values that are less than those listed in the table below. (References: Title 17, Division 1, Chapter 8 of the California Code of Regulations; Toxics Substances Control Act, Section 402 (40 CFR Part 745), and San Francisco Health Department policy.)

Surface	Passing Standards (µg/ft <sup>2</sup> )
Interior floor	Less than 10
Other interior horizontal surfaces	Less than 40
Interior windowsill	Less than 100
Exterior windowsill (trough)	Less than 400
Other exterior horizontal surfaces	Less than 400

### Inspection Specifications:

The Scope of Work provided by *Fix Lead SF* guides the Clearance Inspection.

#### 1. Visual Examination

The goals of the visual assessment are: (1) to identify any remaining soil and paint hazards, and (2) to identify visible dust, paint chips; or paint-related debris.

**STOP the Clearance Inspection under the following conditions, take pictures to document the conditions, and notify *Fix Lead SF* Project Monitor:**

- Observed visible dust, paint chips, and paint-related debris, in interior or exterior (if applicable), or
- Deteriorated paint found in components that were specified in the Scope of Work to be remediated

**(NOT part of official Visual Inspection, but if incidentally observed)**

**While still on site, notify the *Fix Lead SF* Project Monitor under the following conditions. Only with the Project Monitor’s consent, proceed with the inspection.**

- Component replacement. Component(s) slated for replacement per the Scope of Work may not have been removed and replaced with new components.
- Paint stabilization. Suspect that new paint was applied without first preparing the old paint and substrate.
- Enclosure. Observed that enclosure systems are not securely fastened and that all seams and edges are not caulked or sealed dust tight.
- Encapsulants. Applied encapsulants are not delaminating from the substrate.
- Complete paint removal. Observed that surfaces that probably had paint removed had not been completely covered with new paint.

#### 2. Dust Sampling

Sampling shall be performed no sooner than 1 hour after completion of the final cleaning.

- One blank sample must accompany every set of Clearance dust samples. Clearance Inspections without a blank sample are invalid and *Fix Lead SF* will not pay for these inspections.
- Samples must be taken in each room/area where work was performed.
- Interior. In each room/area, take at least:
  - 1 floor dust wipe sample (preferably near to any doors if door work was performed), and
  - 1 windowsill sample (if present; one where work had been performed), and
  - 1 window well sample (if present and one where interior or exterior window work had been performed)



5. The name, address, and signature of the clearance examiner.
6. The date(s) of clearance examination and testing.
7. The results of the visual assessment for the presence of deteriorated paint and visible dust, debris, residue or paint chips. (Check all that apply)
  - Deteriorated paint was not observed
  - Visible dust, debris, residue, or paint chips were not observed
  - Visible dust, debris, residue, or paint chips were present at \_\_\_\_\_
8. Attachment of data from the laboratory with the results of clearance testing, including the results of the analysis of dust samples, in  $\mu\text{g}/\text{sq. ft.}$ , by location of sample.
9. Attachment of data from the laboratory with the results of all soil analyses (if applicable), in parts per million ( $\mu\text{g}/\text{g}$ ), by location of sample.
10. (Skip if it is already on the report from the lab.) The name of each NLLAP-recognized laboratory that conducted the analyses.
11. (Skip if they are already on the report from the lab.) The address and NLLAP identification number for each laboratory.
12. A detailed written description of the work, including the methods used, locations of exterior surfaces, interior rooms, common areas, and/or components where the hazard reduction activity occurred, and any suggested monitoring of encapsulants or enclosures. (Copy and paste from Scope of Work provided)
13. Map of where samples were taken.
14. Recommendations for on-going monitoring
  - (Include this template statement) Since the building was built before 1979, lead-based paint still exists in the building. Please refer to the *Fix Lead SF* Scope of Work to identify those areas where lead had been removed and those areas where lead was not removed. Those areas where lead-based paint remain; the paint must be maintained in good condition. Those areas where lead-contaminated soil remain must be covered at all times.
  - (If the property is HUD-assisted, e.g., Section 8 housing, include this template statement) The property should be re-evaluated for lead hazards at least as often as every two years, per the applicable provisions of the Lead Safe Housing Rule—24 CFR 35.1355(b)(4).
15. CDPH signed 8552.

6/26/2023