



**REQUEST FOR PROPOSALS**

**For**

**LEAD TESTING SERVICES**

**In Marion County, IN**

**Lead Health Services Initiative**

**DATE ISSUED: February 10, 2020**

**DEADLINE TO SUBMIT RESPONSES: March 2, 2020**

## I. Purpose

The Indiana Community Action Association (INCAA), in conjunction with the Indiana State Department of Health (ISDH), plans to conduct lead inspections and risk assessments in up to 45 properties and then abate lead hazards in up to 36 of those properties in Marion County by June 30<sup>th</sup>, 2020. There is potential the program will be extended until September 30<sup>st</sup>, 2020. INCAA is seeking proposals from Inspection Firm's with licensed lead risk assessors and lead project supervisors to perform assessments and other field services on the above number of homes. The exact number of homes inspected and abated will depend on customer participation and lead abatement contractor availability.

This Request for Proposal ("RFP") is being distributed to all Inspection Firm's licensed to perform the requested services and who may be interested in submitting Proposals for consideration.

## II. Submission of Applications and Deadlines

Please submit your response and all required documentation to Justin Tyrrell, INCAA's Manager of Lead Programs, via email to [jtyrrell@incap.org](mailto:jtyrrell@incap.org). Responses, in their entirety, must be received by INCAA's Manager of Lead Programs no later than **5:00 p.m. on 3/2/2020**. Each response and accompanying documentation shall be submitted via email.

This RFP does not commit INCAA to award any Inspection Firm nor to pay any costs incurred in the preparation or delivery of responses. Furthermore, INCAA reserves the right to accept or reject, in whole or in part, any and all responses submitted, and/or to cancel this RFP. INCAA also reserves the right to ask for additional information from any respondent and/or all respondents as may be necessary or appropriate for purposes of clarification.

## III. Important Dates and Deadlines

<b>Notice Letter Sent and RFP Published to INCAA Website</b>	<b>2/12/2020</b>
<b>Deadline for Submitting Responses</b>	<b>3/2/2020</b>
<b>Notice of Intent to Award</b>	<b>3/9/2020</b>
<b>Contract Execution</b>	<b>3/16/2020</b>

***NOTE: INCAA reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.***

## IV. Scope of Services

### Lead Testing Services

INCAA seeks individuals and firms qualified to conduct full lead inspections and lead risk assessments for up to 45 properties within Marion County, as provided by INCAA. These properties will either be owner occupied or one to two unit rentals. If lead paint hazards are found the risk assessor will write up detailed full hazard abatement work specifications to be provided to INCAA. If significant health and safety hazards are found that would fall under the Deferral and Walk Away Policy, Appendix 2, only conduct the

assessment and notify INCAA. Inspection firm will also perform one interim abatement site inspection during scheduled work, conduct a final inspection upon the completion of all hazard abatement, and conduct clearance on the property once all hazards are abated to the programs standards. If a property presents evidence of lead hazards upon final inspection the Inspection Firm will notify INCAA and will be asked to reschedule the final inspection once the lead abatement contractor has rectified all outstanding hazards.

Expect to conduct interim abatement site inspections, and conduct final inspection and clearance on up to 36 properties. The Inspection Firm should provide INCAA with a unit cost per service as specified by Appendix 1 and be able to stay within the timeframes presented. While it is expected that there will not be many, all costs for appointment no-shows or incomplete assessments must be built into per unit pricing presented. Bidders must be able to provide all necessary equipment and supplies for work bid, and must be willing and able to submit required reports to the State of Indiana as outlined in Indiana Administrative Code.

## **V. Evaluation of Proposals and Responses**

INCAA will consider proposals that, in its sole judgment, have demonstrated the capability and willingness to provide high quality services to Indiana residents in the manner described in this RFP. All responses will be reviewed to determine if they have met the requirements of this RFP including, but not limited the *Guidelines for Submitting Responses* in Sec. VII, below. Those that meet the requirements will be deemed “responsive”, and will be evaluated by the review committee. Those responses that do not meet the requirements of the RFP will be deemed “non-responsive” and will be rejected.

INCAA reserves the right to consider a response as “non-responsive” should it believe that the respondent will be unable to perform the services requested at the level required or within the program’s budgetary and/or time restrictions. INCAA also reserves the right to negotiate with respondents to this RFP, if necessary, to refine or expand the statement of work, fee arrangements, or any other aspect of the services to be provided.

## **VI. Notice of Intent to Award**

After review and approval by the evaluation committee, INCAA will issue a “Notice of Intent to Award” email to the apparent successful Proposer. The “Notice of Intent to Award” email is notification of the award of the contract. However, the “Notice of Intent to Award” is contingent upon successful negotiation of a final contract. A contract shall be completed and signed by all parties concerned on or around the date set forth in the “Important Dates and Deadlines”, Section III. If contract negotiations with the apparent successful Proposer are unsuccessful, INCAA may elect to cancel the “Notice of Intent to Award” email and make the award to the next most advantageous responsible Proposer.

INCAA will also notify all unsuccessful Proposers as to the outcome of the evaluation process. Any person aggrieved by the proposed award has the right to submit a protest via email within seven (7) days of the award/intent to award. The “Notice of the Intent to Award” email starts the protest period. INCAA will provide an email response to any protest within seven (7) days of its receipt of such.

## **VII. Guidelines for Submitting Responses**

The guidelines below are intended to facilitate INCAA's review and evaluation of the responses received, and should be followed by those submitting responses for consideration. Submitted responses will be graded in each of the categories set forth below. While brevity in responding is encouraged, each response should include sufficient information for INCAA to make a determination as to whether your organization possesses the experience and licenses necessary to serve as a Lead Testing Services vendor for the Lead Health Services Initiative.

**Please provide the following information:**

- A. Name of business, address, telephone number and e-mail address as well as the name, mailing address, telephone number, and e-mail address of person to be contacted regarding the Proposal.
- B. A description of your business, including names of directors, managers/principals, number of employees, longevity, client base, areas of specialty and expertise and any other pertinent information that will assist in formulating an opinion about the stability and financial strength of the business.
- C. A summary of material inquiries, investigations or litigation instituted against your organization in the last two years, whether current or concluded, related to the conduct of your organization, your organization's management, or any employee or official associated with your organization. This summary should include any actions brought against your organization or employees by any federal, state or municipal government entity, court or regulatory authority, including fines, suspensions, censures, etc. Please be advised that your organization must also be in good standing with INCAA, ISDH, and the state of Indiana to be considered as a service provider for this project.
- D. Three (3) references for which your business has performed services similar in scope to those requested herein within the past three (3) years. Include the reference's name, contact person, address, telephone number, and a brief description of the services performed.
- E. A plan for implementation of the services within the timeframes given in Appendix 1.
- F. An estimated cost to provide each of the five listed services set forth in Appendix 1 within the given timeframes.
- G. Copies of appropriate lead licenses (Lead Risk Assessor and Lead Abatement Supervisor)
- H. A sample lead inspection and risk assessment report, clearance report, and lead abatement work specifications

## **VIII. Additional Provisions**

- A. **Validity of Responses.** All responses shall be considered valid for acceptance until such time as an award is made unless the respondent provides for a different time period within its response.

However, INCAA reserves the right to reject a response if the respondent's acceptance period is unacceptable to INCAA and the respondent is unwilling to extend the validity of its response.

- B. **Content.** Evaluation of responses shall be based only on the material contained in this RFP, which may include official responses to questions, addenda, and other material provided by INCAA pursuant to the RFP. Mandatory RFP requirements shall become contractual obligations should a contract be awarded to the respondent. Failure to include these requirements in a response shall result in rejection of the response.
- C. **Clarity.** Each respondent is responsible for the accuracy and completeness of its response. Responses must demonstrate a clear understanding of the requirements of this RFP and present a clear description of proposed services and fee arrangements. While responses prepared simply and economically are preferred, as much detail as possible should be provided while also providing straightforward, concise descriptions of respondents' abilities to meet the requirements of the RFP.
- D. **Response Material Ownership.** All material submitted regarding and in response to this RFP becomes the property of INCAA. Selection or rejection of a response does not affect this right.
- E. **Proprietary Information.** Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a response identified as such must be clearly marked in the response and will be handled in accordance with the Indiana Access to Public Records Act, IC 5-14-3, and applicable rules and regulations. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Respondents must be prepared to defend the reasons the material should be held in confidence. If a competing respondent or other party seeks review or copies of a respondent's confidential data, INCAA will notify the respondent of the request. If the respondent does not want the information disclosed, it must agree to indemnify and hold the INCAA harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order INCAA to disclose the information. If the respondent refuses to indemnify and hold INCAA harmless, INCAA may disclose the information.

INCAA reserves the right to make any response, including proprietary information contained therein, available to its personnel, the Office of the Governor or other State agencies or organizations, for the sole purpose of assisting INCAA in its evaluation of the response. INCAA shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of participation in these evaluations.

- F. **Withdrawal of Response.** A respondent may withdraw a response that has been submitted at any time up to the date and time the response is due. To accomplish this, an email request to withdraw the response must be signed by the authorized representative of the respondent and submitted to the RFP Coordinator.
- G. **Errors and Omissions in Responses.** INCAA will not be liable for any errors in responses. INCAA reserves the right to make corrections or amendments due to errors identified in responses by

INCAA or the respondent. INCAA, at its option, has the right to request clarification or additional information from the respondent.

- H. **Rejection of Responses.** Issuance of this RFP in no way constitutes a commitment by INCAA to award a contract. INCAA reserves the right to accept or reject, in whole or in part, all responses submitted and to cancel this announcement.
- I. **Cost of Response Preparation.** Each response and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against INCAA, its officers, officials, or employees for reimbursement for the payment of costs of expenses incurred in preparing and submitting a response or for participating in this procurement process.
- J. **Debarment and Suspension.** The Inspection Firm certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Inspection Firm.

The Inspection Firm certifies that it has verified the State and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Inspection Firm shall immediately notify INCAA if any subcontractor becomes debarred or suspended, and shall, at INCAA request, take all steps required by INCAA to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- K. **Code of Ethics.** Respondents are responsible for determining that there will be no conflict or violation of the Indiana Ethics Code (42 IAC 1-5) if their company is awarded the contract. Ethics issues are interpreted by the Indiana Ethics Commission.
- L. **Disqualification.** INCAA reserves the right to verify all information provided by a respondent via direct contact with the respondent's clients and prior project personnel and respondents must agree to provide necessary authorizations for INCAA to verify any of the respondent's previous work. As described elsewhere in this RFP, each respondent will be required to submit a detailed resume for all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualifying the Proposal of the respondent from further consideration.
- M. **Rights Reserved by INCAA.** INCAA reserves the right to waive as informality any irregularities in submittals and/or to reject any or all responses. INCAA will not disclose the status of negotiations until INCAA, in conjunction with ISDH, have made an award of a contract for services.

## **IX. Contract Terms and Requirements**

- A. **Contract Award, Negotiations and Execution.** Contracts will be awarded to the respondents whose responses are most responsive to the criteria outlined in Section IV, Scope of Services. The formal announcement of the selected Inspection Firm will occur on or about the date indicated in

Section III, Important Dates and Deadlines. INCAA reserves the right to request additional information and/or to negotiate certain clarifications with the prospective vendors selected through this RFP. Successful respondents will be expected to enter into a contract with the INCAA, which will contain substantially similar terms and requirements as those set forth in this Section. In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFP.

**B. Termination for Convenience.** This Contract may be terminated, in whole or in part, by INCAA and ISDH, as well as but not limited to the Indiana Department of Administration (“IDOA”) and the State Budget Agency whenever, for any reason, INCAA determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Inspection Firm of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination may continue. The Inspection Firm shall be compensated for services properly rendered prior to the effective date of termination. INCAA will not be liable for services performed after the effective date of termination. The Inspection Firm shall be compensated for services herein provided but in no case shall total payment made to the Inspection Firm exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**C. Termination for Default.**

A. With the provision of thirty (30) days’ notice to the Inspection Firm, INCAA may terminate this Contract in whole or in part if the Inspection Firm fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if INCAA determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If INCAA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner INCAA considers appropriate, supplies or services similar to those terminated, and the Inspection Firm will be liable to INCAA for any excess costs for those supplies or services. However, the Inspection Firm shall continue the work not terminated.

C. INCAA shall pay the contract price for completed services accepted. Failure to agree will be a dispute under the Disputes clause. INCAA may withhold from these amounts any sum INCAA determines to be necessary to protect INCAA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of INCAA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. This Contract may be suspended and/or terminated immediately if the Inspection Firm has breached, defaulted, or committed fraud under this Contract or another contract between the Inspection Firm and INCAA. Further, Inspection Firm’s breach or default of other agreements or

obligations related to this Contract shall constitute a material breach of this Contract.

- D. **Term of Contract.** The initial term of contract shall be from March 16, 2020 until June 30, 2020, and may be renewed, at the discretion of INCAA. All responses should reflect services in anticipation of a maximum contract term.
- E. **Insurance Requirements.** During the term of the contract, the Inspection Firm shall at its own cost and expense, procure and maintain the types of insurance listed below. The respondent's inability of unwillingness to meet these requirements as a condition of award, may, at the sole discretion of INCAA, be rejected and returned as nonresponsive without review.

The selected respondent shall procure and maintain, as applicable, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by Inspection Firm, its agents, representatives, employees and/or subcontractors. General liability insurance shall name INCAA and ISDH as certificate holders, and evidence of this shall be provided to INCAA upon initiation of a contract. Inspection Firm shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. Inspection Firm must furnish proof to INCAA of the continuing effectiveness of such insurance for the term of any ensuing contract with INCAA. Inspection Firm shall maintain limits no less than:

1. *Commercial General Liability:* One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
  2. *Automobile Liability:* One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.
  3. *Workers Compensation and Employers Liability:* Workers Compensation limits as required by the Labor Code of the State of Indiana and Employers' Liability coverage. Liability insurance and worker's compensation insurance must be in amounts and of a scope reasonably satisfactory to INCAA.
- F. **Billing and Payment.** The Inspection Firm will submit monthly itemized invoices. Such itemized invoices must contain, at a minimum, the following information: identification of the individual(s) providing the service, customer name and address of the home served, a brief description of the service provided as listed in Appendix A and the date on which it was done. Only work for which INCAA has received the required inspection reports for will be paid. Under normal circumstances, the INCAA should remit payment to the Inspection Firm within thirty (30) days of approval of invoices. INCAA makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed or clarification of charges is needed before payment can be made. Travel should be built into the unit cost rate.
- G. **Non-Negotiable Contract Terms.** Non-negotiable contract terms shall include but not be limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

- H. **Prohibited Activity.** Inspection firms are prohibited from using funds provided herein or personnel employed in the administration of this program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism. The Inspection Firm will comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism.
- I. **Warranties and Representations.** The Inspection Firm warrants and represents that the following are true and shall remain true throughout the term of the Contract:
1. All information contained in its response to the RFP remains current and correct,
  2. It is in good standing as a corporation in the state of its incorporation, and it is qualified to do business in Indiana, and will take all such action that may be necessary from time to time to remain in good standing and so qualified;
  3. It is not in arrears with respect to the payment of any monies due and owing the State or any department or unit thereof, or any local governmental entity within the State, including but not limited to the payment of taxes and employee benefits, and that it shall take such action as from time to time may be necessary to ensure the continuous and current status of all monetary obligations it may owe the State or any local governmental entity within the State;
  4. It is in compliance with all federal, state, and local laws applicable to its activities generally, and, in particular, to its obligations under this Contract; and
  5. It now possesses, or shall immediately obtain and maintain, all licenses, permits, insurance, and governmental approvals, if any, that are necessary to the performance of its obligations under this Contract, or which are required by INCAA from time to time.
- J. **Assignment.** The Inspection Firm shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of INCAA, provided however, that claims for money due or to become due to the Inspection Firm from INCAA may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to INCAA.
- K. **Indemnification.** The Inspection Firm shall indemnify the INCAA and its staff, ISDH and the State of Indiana from any and all loss, liability, or expenses (including the cost of defense and attorneys' fees) in connection with any claims or actions brought against any of them that arose directly or indirectly from actions, omissions, or obligations of the Inspection Firm in connection with this Contract. The Inspection Firm shall immediately notify INCAA of any such claim made or action filed or threatened against the Inspection Firm, and shall cooperate, assist, and consult with INCAA, its staff, and the State, or their counsel, in the defense and investigation of any such claim or action. Neither the INCAA nor the State has any obligation under the terms of this Contract or any other agreement or relationship with Indiana to provide legal counsel or defense to INCAA in such a claim or action, nor is there any obligation to pay any judgment on, or settlement of, any such claim or action.

- L. **Payment of Taxes.** The Inspection Firm understands and agrees that it is responsible for paying any taxes (including Indiana or federal income or payroll taxes), or license fees or official fees that may be due as a result of either its receipt of fees or other payments hereunder or its performance in accordance with the terms hereof under its own Federal Tax Identification Number.
- M. **Audit.** The Inspection Firm grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agent of the State, where appropriate, the right to inspect and review all books and records pertaining to services rendered under this Contract for a period of three (3) years from the date of the last payment made under this Contract. The Inspection Firm shall comply with federal and/or state laws authorizing an audit of the Inspection Firm's operation as a whole, or of specific program activities. Records shall be made available during normal working hours for this purpose.
- N. **Non-Discrimination in Employment.** The Inspection Firm agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Inspection Firm agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Inspection Firm further agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, political affiliation or disabilities. Any act of discrimination committed by the Inspection Firm, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.
- O. **Contingent Fee Prohibitions.** The Inspection Firm warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for it directly, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Contract. For breach or violation of this warranty, INCAA shall have the right to annul this Contract without liability for any work performed hereunder and with the right to recover any fees or expenses paid hereunder, or, in its discretion, to deduct from the consideration otherwise payable to the Inspection Firm the full amount of such fee or other consideration paid for such solicitation or lobbying effort.
- P. **Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in courts located in Marion County, Indiana.
- Q. **E-Verify.** Section 291 of the fiscal year 2018 Omnibus Budget, PA 107 of 2017, requires verification that all new employees of the Inspection Firm and all new employees of any approved subcontractor, working under this contract, are legally present to work in the United States. All awarded inspection Firm's shall perform this verification using the E-verify system (<http://www.uscis.gov>).
- R. **Independent Contractor; Workers' Compensation Insurance.** The Inspection Firm is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any

persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Inspection Firm shall provide all necessary unemployment and workers' compensation insurance for the Inspection Firm's employees, and shall provide INCAA with a Certificate of Insurance evidencing such coverage, upon request.

- S. **Confidentiality of State Information.** The Inspection Firm understands and agrees that data, materials, and information disclosed to the Inspection Firm may contain confidential and protected information. The Inspection Firm covenants that data, material and information gathered, based upon or disclosed to the Inspection Firm for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of INCAA.

## Certification of Respondent

Signing this means that Inspection Firm certifies that the information contained in their application and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to INCAA or expending Applicant funds to correct deficiencies.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Inspection Firm, or that the undersigned is the properly authorized representative, agent, member or officer of the Inspection Firm. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Inspection Firm, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a State officer, employee, or special State appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Inspection Firm attests to compliance with the disclosure requirements in IC §4-2-6-10.5.

_____	_____
Signature	Date
Printed Name: _____	
Title: _____	
Organization: _____	

# Appendix 1:

## Scope of Services

### **1. Full Lead Inspection and Lead Risk Assessment**

Inspections should be performed by licensed lead risk assessor's to the specifications listed in Chapter 5 and 7 of the HUD Guidelines that can be found at [https://www.hud.gov/program\\_offices/healthy\\_homes/lbp/hudguidelines](https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines). The inspections should include soil testing. Water will only need to be tested if the occupant requests it or if lead paint hazards are not found in the home. For all windows that are deemed hazards, and suggested replaced, an XRF reading from a window sash will need to be in the report. All windows should also be numbered within the XRF readings and on the site drawing. A report that complies with HUD guidelines should be compiled and sent to the program manager and homeowner as well as uploaded into ILEAD. The only allowable language to describe paint condition of each component is "Intact" or "Deteriorated". A basic health and safety inspection should be performed to look for issues that would cause any remediation measures to fail and the results included in the report. If the identified health and safety items fall under the Deferral and Walk Away Policy, Appendix 2, do not move to the next step. While it is expected that there will not be many, all costs for appointment no-shows or incomplete assessments must be built into per unit pricing presented.

**Required timeframe:** Inspection completed within 5 business days of notification. Contracted laboratory turnaround of 5 business days. Report delivered to IN-CAA, and homeowner, within 5 business days from receipt of results from NLLAP accredited lab. Report uploaded to ILEAD within 5 business days of report being issued.

### **2. Abatement Work Specifications**

Create detailed abatement work specifications/ bid worksheet that clearly addresses all lead hazards identified during the inspection. Health and safety items identified during the inspection should also be included. For each line item provide an estimated cost.

**Required timeframe:** Initial draft of work specifications delivered to IN-CAA within 4 business days from the delivery of the inspection report

### **3. Interim Abatement Site Inspection**

One-time unannounced inspection performed during the course of the abatement project. Primary purpose is to gauge lead abatement contractor's conformance with work specification and applicable ISDH, HUD, EPA, and OSHA requirements for lead abatement projects. Provide a brief written report to program manager of findings.

**Required timeframe:** Anywhere within the projects timeframe

### **4. Final Inspection and Clearance**

Inspect project to be sure all items on work specifications are complete and perform HUD level clearance. Provide clearance report to the IN-CAA and homeowner as well as upload to ILEAD.

Clearance levels are as follows in  $\mu\text{g}/\text{sf}$  :

Floors	<10
Window Sills	<100
Window Troughs	<100
Porch Floors	<40

**Required timeframe:** Inspections completed with 2 business days advanced notification. Contracted laboratory turnaround of 1 business day. Report delivered to IN-CAA, and Lead Abatement Contractor, within 3 business days from receipt of results from NLLAP accredited lab. Report uploaded to ILEAD within 5 business days of the reports delivery. Report delivered to homeowner within 10 business days of clearance achieved.

### **5. Additional Lead Clearance**

If the project fails to pass the initial clearance test, the lead abatement contractor will be required to re clean before additional clearance samples are taken. The Lead Abatement contractor will be responsible for this cost.

*\*All dust, soil, and water samples should be sent to a National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory for processing. All costs for processing, supplies, and shipping should be reflected in the these prices.*

# Appendix 2:

## Indiana Lead and Healthy Homes Program Indiana State Department of Health

### Deferral and Walk Away Policy

The Indiana State Department of Health operates a lead hazard control program through funding awarded from the Family and Social Services Administration (FSSA). With this funding, certain restrictions apply and it may be necessary to defer or walk away from a property for a variety of reasons. The Indiana State Department of Health's Lead and Healthy Homes Program created this policy to outline the various reasons why services may not be provided under this grant.

#### Deferral

A deferral is defined as a written notice to the resident stating the reason work cannot be performed at that time. It will provide an explanation of the condition which caused the deferral, an explanation of what needs to occur to remove the condition, and timing within which the condition must be removed in order for work to proceed. All deferrals will specify that work can be done if all noted deferral conditions are remedied within thirty (30) days and funding is still available at time of remedy. Under no circumstances will funding be held for properties attempting to remedy a deferral.

#### Walk Away

Lead Hazard Control grant funds will not be used on properties where:

1. The property is not structurally sound
2. The property taxes are not current
3. The ownership of the property cannot be documented or legally established
4. There is no individual residing at the property currently eligible for Medicaid or the Children's Health Insurance Program (CHIP)
5. The property has existing health and safety issues that will compromise the stability of the lead hazard control work, and the cost to mitigate those issues exceeds available funds.
6. The lead hazards in the home cannot be abated within a reasonable cost, given available funding. The property may be reconsidered for inclusion into the program if the property owner is willing to either provide the financial resources for the costs exceeding the cost per unit limit, or alleviate the issues on their own in a durable fashion, and funds are available from the program at the time.
7. Conditions at the home present an unsafe work environment for program staff or contractors.

The owner of any property subject to walk away as a result of this policy, may request a meeting with ISDH's Director of Lead and Healthy Homes if there is a disagreement related to the walk away decision. The meeting request must be received within ten (10) working days of the decision being issued and must outline the reason for the meeting in writing as to why the walk away policy should not be considered. All written meeting requests should be sent to:

Indiana State Department of Health  
Indiana Lead and Healthy Homes Program  
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