

OFFICE OF COMMUNITY DEVELOPMENT
Leading in Lead Prevention Program
Policies



ROCKLAND COUNTY



2025

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Definitions & Acronyms

Housing Trust Fund Corporation (HTFC) – Established by Chapter 67, Section 45-a of the Private Housing Finance Law of 1985, HTFC is a subsidiary public benefit corporation of the NYS Housing Finance Agency. HTFC contracts with the Division of Homes and Community Renewal (DHCR) to administer the Corporation’s activities. HTFC’s mission is to create decent affordable housing for people with low income.

Recapture/Return of Funds – HTFC may recapture funds from RCOCD if funds are not spent within the approved Grant Agreement period, if the funds are not spent in accordance with program rules, or for other reasons. Further, for a variety of reasons, RCOCD may be required to have the owner return RESTORE funds to HTFC. RCOCD is responsible for the recapture and returning of the funds to HTFC.

Rockland County Department of Health (RCDOH) – local county agency that administers the CLPPP and Rental Registry programs.

Rockland County Office of Community Development (RCOCD) - local county government awarded funds to administer the OCR RESTORE Program.

Introduction

The Rockland County Leading in Lead Prevention Program is designed to assist landlords with remediating and abating lead hazards identified through the Rockland County Department of Health (RCDOH) in rental units within zip code 10977. This will create safer rental units for the residents currently inhabiting them, and all residents who come after. Eligible rental units must have been built prior to 1980 and be in buildings with at least two rental units. Preference will be given to units where children under six or pregnant women who have tested positive for elevated blood lead levels (EBLLs) reside. The Rockland County Office of Community Development (RCOCD) reserves the right to make changes to these policies and procedures at any time.

Marketing and Outreach

RCOCD will create marketing materials regarding this program. These materials will include information on how to apply to the program, who is eligible, and some of the benefits of taking part in the program. The program will be advertised on the RCOCD website. Documentation of marketing materials will be maintained in the program file.

RCDOH will also distribute fliers and brochures to tenants and landlords in units identified as having lead hazards through its Childhood Lead Poisoning Prevention Program (CLPPP). When the RCDOH identifies a unit as having lead hazards, they will complete a referral form and return it to RCOCD. The Rockland County Department of Social Services (RCDSS) will likewise refer any units identified as having lead hazards in its Housing Choice Voucher (HCV) program to RCOCD. RCOCD will coordinate with RCDOH to ensure that inspections take place on these units.

Upon receipt of a referral form, RCOCD will then conduct outreach to offer the landlord and tenant the opportunity to apply for the program.

Application Process

RCOCD will accept applications by email or mail on a rolling basis until all funds are expended. Applicants must complete all application forms listed below. If application forms are incomplete, RCOCD will send a notice requesting additional documents with a deadline of ten (10) business days from the date of the notice. If the applicant needs additional time, RCOCD may extend the deadline by an additional ten (10) business days at its discretion, provided that the applicant submitted the request prior to the original deadline. If all documentation has not been received within the ten (10) business days, or any applicable extensions, the application will be rejected. The applicant may submit a new application once they have gathered all required documentation.

Once all application materials have been received, RCOCD will review the application for eligibility. RCOCD will notify the applicant of approval or denial in writing within thirty (30) calendar days of the submission of a complete application.

Required Application Materials

The following materials must be submitted before an application can be reviewed for eligibility:

- Owner Application
- Tenant Application for each unit for which assistance is being applied for

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- Proof of Ownership
- Documentation of Current Mortgage
- Documentation of Current Homeowners Insurance
- Current Lease for each unit for which assistance is being applied for
- Signed Grievance and Dispute Policy
- Photography Release

Program Tracker

The Program Tracker Workbook (Program Tracker) is a MS Excel workbook that OCR provides to each LPA and is the primary method that RCOCD must use to track program activity and provide status information to OCR. Program Tracker access can be granted by emailing erin.cook@hcr.ny.gov the name and email address of the staff member requiring access.

RCOCD will update this tracker to include each application received, and any changes to case status. RCOCD will update the tracker within two (2) business days of the receipt of the application, or the change in case status.

RCOCD will enter the following information for each individual application and project:

- Administrative: Including project ID number, and project status.
- Applicant/Owner Information: Contact information for each applicant/property owner.
- Property Information: Location and key information for each property.
- Environmental Review: Fields to track and indicate Environmental Review status of each project and any SHPO conditions.
- Overview of Work: Brief narrative description of scope of work for each project.
- Key Milestones: Dates of key project activities including application decisions, executed agreements with property owners and contractors, construction start date, and date of final inspection.
- Financial Information: Information on project budget, tracking of payments, and contractor information.
- Monitoring & Data Quality Control: Indicators of potential project or data entry issues to be investigated by RCOCD as needed.

Applicant Eligibility

Properties must meet the following criteria to be eligible for LEAD funding:

- Be built prior to 1980
- Be in a building with two (2) or more rental units
- Have a RCDOH CLPPP Environmental Lead Hazard Inspection Report, Environmental Investigation Report, or a Lead Risk Assessment performed by a certified EPA risk assessor.
- Owner occupied units are eligible.
- Vacant units are eligible.

If any of the above conditions are not met, the application will be rejected immediately.

While the owner may apply for assistance for multiple units in one application, each unit will be evaluated individually. This may result in only some of the units in an application being awarded.

Preferences

Eligible applications will be prioritized in this order:

- Tenant occupied units in multifamily dwellings, which are occupied by children or pregnant people, who have elevated blood lead levels.
- Tenant occupied units in multifamily dwellings where lead hazards have been detected which are occupied by children or pregnant people.
- Units where no child under the age of 6 or pregnant person resides.
- Vacant units.

Scope of Work

RCOCD will be responsible for defining the scope of work for each assisted unit based on the results of the lead inspection conducted by RCDOH CLPPP inspectors. The scope of work will be incorporated into the written agreement with the owner. A written copy of the scope of work will be provided to the contractor as part of the bidding process.

The scope of work must address abatement of friction surfaces with related remediation activities of non-friction surfaces, and home improvements to address health and safety concerns. Grant funds will only be made available to cover the above activities.

Eligible Repairs

Funding will be used to support lead remediation.

A scope of work for lead hazard remediation shall be dictated based on the inspector reports and must not exceed the maximum per unit amount. Permanent abatement of friction surfaces must be prioritized. Additional priority remediation activities, as approved by the local health department such as abatement of non-friction surfaces, or paint film stabilization of significantly deteriorated exterior surfaces may also be allowed as resources permit.

Repairs completed prior to the selection and award by RCOCD are not eligible for reimbursement.

Environmental Reviews

RCOCD will not conduct any work prior to the completion of the programmatic environmental review by HCR and the receipt of the programmatic environmental review letter.

Before funds are committed, RCOCD will conduct a site-specific environmental review in compliance with State Environmental Quality Review Act (SEQRA) and NYS Homes and Community Renewal (HCR) requirements. Once the environmental review has been completed, RCOCD will submit environmental review documents to HCR for approval. Upon review and approval, HCR will issue a Notice to Proceed with Program Activities. Funding will not be committed until RCOCD receives the Notice to Proceed with Program Activities from HCR. All documentation related to the environmental review must be retained in the program file.

Award Amounts

The maximum award amount per unit is \$40,000. RCOCD reserves the right to award less than the maximum award at its discretion to maximize the number of units served by this program.

When determining the award amount, the scope of work and estimated cost of abatement will be considered. If the award amount is not sufficient to cover all eligible costs, the owner will be responsible for the balance to the contractor. Unused funds will be returned to the pool available for other units upon project completion.

Participant Agreements

RCOCD will enter into a written agreement with the property owner to provide the financial assistance (“Contract”). This Contract will outline the roles and responsibilities for both RCOCD and the property owner. The Contract will specify:

- The agreed-upon scope of work.
- The projected amount of financial assistance awarded.
- The estimated project timeline.
- The requirement to insure the premises for the full (100%) replacement value, obtain fire insurance, and other appropriate insurance depending on the makeup of the building, and to obtain flood insurance coverage if the premises are in a special flood hazard area.
- Requirement to sign and file the LEAD Declaration of Interest form.
- Requirement to sign the LEAD Property Release form permitting HTFC to use photographs of the assisted properties.
- Requirement to engage a contractor and begin work within a reasonable amount of time, ideally within thirty (30) calendar days of approval.
- Disbursement procedures.
- RCOCD has the right to inspect work at any time.
- RCOCD may terminate the award and cancel the Contract should the work be inconsistent with the program rules outlined, agreed-upon scope of work or project design, stated timeline or if insurance is not maintained by the property owner or participating contractor.
- Property owner will cooperate with the RCOCD requirement to monitor the ongoing maintenance of the property.
- Rent may not be increased more than 3% annually for lease renewal or at vacancy for non-regulated units and regulated units must conform to existing regulatory agreements. In all cases, rent and rent increases must conform with all state and local laws and requirements.
- RCOCD retains the right to inspect work in progress at any point. RCOCD must perform periodic inspections of renovation activities to monitor adherence with program rules, environmental hazard compliance, and general project progress. These visits must be documented in RCOCD’s project files.
- Using CLPPP or CLPPP+ funds, a final inspection, including a dust wipe clearance report, is required before submitting a final payment request. RCOCD, property owner, and other relevant professionals must verify that the work was completed properly and is consistent with the contracted scope of work. A final inspection report must be documented in RCOCD’s project files and submitted with the request for reimbursement.

Funds will not be considered committed until the Contract with the property owner is fully executed.

Relocation Assistance

Temporary relocation of tenants is generally recommended when work is undertaken that will disturb painted surfaces known or suspected to contain lead-based paint and the work will occur throughout much of the dwelling over several days. If the work does not disturb lead-based paint, dust-lead hazards, or soil lead hazards, relocation is usually not necessary as a lead-exposure protection measure.

Temporary relocation is clearly necessary if residents cannot have safe access to bathrooms, sleeping areas, and kitchen facilities (or alternative eating arrangements) during non-work hours. Safe access includes the absence of other significant safety, health, or environmental hazards in addition to lead hazards (e.g. toxic fumes, on-site disposal of hazardous waste, or exposed electrical wiring).

Staff will meet with the residents, well in advance of any anticipated move, so that any special needs can be documented and provided for in the relocation process. An individual relocation case file will be maintained for each family that is required to move. Also, the program will ensure that the temporary housing is decent, safe and sanitary.

Staff will explore the various options available to the occupant, based upon needs expressed and expenses that will be incurred. The Project Director will make the final arrangements once the start date of the project is determined. No eligible person is denied access to relocation services, and agreement for payment of eligible costs is based upon services performed in accordance with adequate documentation for actual costs incurred.

There are, however, several exceptions and options that may be considered in deciding whether it is necessary for residents to temporarily relocate and, if so, for how long and whether furniture and other belongings must be moved. The homeowner/occupant is responsible for moving and storage of all valuables. The relocation staff does assist with an inventory checklist of all household valuables not placed in storage. The contractor provides polyethylene coverage for all objects or furniture not moved by the occupants.

This procedure was established to ensure that everyone is treated fairly and equitably. The relocation plan envisions a short-term, temporary displacement of residents. The time frames to complete lead hazard control work using a combination of interim control measures and abatement techniques is projected to be 5 to 14 calendar days. Assistance with temporary housing will be provided for tenants and for owner/occupants. This method will be used for short-term relocation needs.

Once the lead hazard control activities are completed along with any interior rehabilitation work, RCDOH Staff will perform a visual inspection and take clearance samples as prescribed by federal and state guidelines and regulations. An independent, licensed laboratory analyzes the dust samples and provides an analysis of the results to RCDOH staff, who will notify RCOCD. If the clearance standards are met, occupants are allowed to return to the unit.

An occupant project plan will be developed to provide the occupants the upmost safety from lead-based paint exposure while work is being conducted in their place of residence. The plan will look at the following to determine the best plan of action for the occupants while lead-based paint work is being done:.

Work is a Small Area

If only a small amount of paint is being disturbed, that is, an amount below HUD's de minimis threshold for HUD-assisted projects, or EPA's minor repair and maintenance work threshold for unassisted projects, special measures to protect residents from exposure to leaded dust are not required (HUD and EPA area threshold definitions). Basic precautions are strongly recommended. These include; never using prohibited paint-removal practices; and cleaning the work area thoroughly after work is completed. Also, if a child under the age of 6 resides in or accesses the unit or area, keep residents out of the work area until after final cleanup.

Work is Only on the Outside

Residents and their belongings may remain inside the dwelling if the work is only on the exterior and building openings (windows, doors, vents) within 20 feet of disturbed paint surfaces are tightly closed or sealed and cleaned afterward, and an entryway is provided that is free of dust-lead hazards, soil lead hazards, and debris.

Work Area is Limited and Work is of Short Duration

Relocation is usually not necessary or is necessary only for workday hours if the work:

- takes less than five days;
- is being conducted in only one or two rooms;
- and if exclusion from those rooms does not preclude safe resident ingress and egress to the unit and safe access to the kitchen (or alternative eating arrangements), bathroom, and sleeping areas.
- Furniture and other belongings can be moved out of the workrooms or covered and sealed with protective sheeting and tape.

Residents who remain in their units or vacate only during workday hours while such limited area work is being conducted will be required to sign a statement that:

1. They understand that there may be lead based paint hazards in both specified work areas and traffic areas used by workers outside the work areas in spite of a thorough cleaning of such areas;
2. They agree not to enter the work areas until they are notified by a specified responsible party that the areas have passed clearance (or cleaning verification, if applicable).

Theoretically, such arrangements, in which residents remain in the unit or are absent during the workday but return for the night, can continue for an extended period of time. As a practical matter, however, there are limits to how long people will comply with such procedures. HUD regulations pertaining to housing receiving Federal assistance for the residents to live there or for the work allow this type of arrangement to continue for no more than five (5) calendar days (24 CFR 35.1345(a)(2)(iv)). If residents are to be allowed back in the unit during the night, it is necessary that workers thoroughly clean, at the end of each work day, not only the work areas but also the floors of the pathways used by workers to and from the work areas. Installing protective sheeting on these pathways facilitates cleaning. If a decontamination area is used in a large multifamily project, cleaning is necessary only from the work areas to the decontamination area.

Exception for Elderly Residents

Because of the added difficulties that may accompany the relocation of elderly residents, it is acceptable to make special exceptions to normal relocation policy for them. This exception is acceptable for work to be done in housing for the elderly. As stated in the Lead Safe Housing Rule, housing for the elderly means retirement communities or similar types of housing reserved for households composed of one or more persons 62 years of age or older, or other age if recognized as elderly by a specific Federal housing assistance program; it is not merely housing occupied by the elderly. If elderly residents are permitted to stay in their units when temporary relocation would normally be required, they should be fully informed about the risks.

Relocation Unit Types

Relocation dwellings should be acceptable to residents so that they will not attempt to return to their own dwellings during paint disturbing work. Generally, dwellings serving as temporary relocation units should, at minimum, meet applicable housing codes. If they are HUD-assisted, they should meet the regulatory standards, e.g. housing quality standards (24 CFR 980.401) or physical condition standards (24 CFR 5.703). If they were constructed before 1978 and are not HUD-assisted, they should also pass a visible assessment; that is, they should have no deteriorated paint and no visible dust or debris. In addition, these units should be adequately equipped with furniture, cooking facilities, refrigerators, televisions, and toys (except for items that will be moved with residents).

Relocation is usually a substantial undertaking involving not only the movement of people and their possessions, but also the coordination of mail, phone, school, and community changes. Whenever possible, children should continue to attend the same school during the relocation period, even though this may involve finding special transportation. Due to their complex nature, relocation considerations may dictate the scheduling of the project. Destination options include staying with relatives or friends, a designated relocation unit owned or leased by a local organization, a hotel or motel, or a temporarily vacant unit in the same multifamily property. If the Lead Safe Housing Rule requires relocation of the family to a temporary unit during work, the unit to which the family is relocated must not have lead-based paint hazards (24 CFR 35.1345(a)(2)).

Who Should Pay?

If relocation of tenants is required as a result of an activity assisted by the Federal Government, the requirements of the Uniform Relocation Act (formally, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et. Seq.)) and its implementing regulations at 49 CFR Part 24, may be triggered. Relocation is usually considered to be part of the cost of lead hazard control. In order to maximize the utilization of funding, the relocation is a tiered approach system in terms of funding support.

The Program Manager will determine, based upon the Scope of Work, if relocation of tenants is needed during the lead hazard reduction work. A child with an elevated blood lead level (EBLL) and his/her family must be relocated for the duration of the project. Any residence to which a family with an EBLL relocates must first be inspected to ensure the property is lead safe. When possible, the property owner will relocate the family to another unit they own that is both vacant and lead safe. When possible, the property owner will relocate the family to another unit they own that is both vacant and lead-safe. If the property owner does not own an additional unit(s), the family will be asked to stay with friends or family

members. Relocation to a hotel is the last option. The property owner is responsible for securing adequate storage for the tenant(s) personal property.

Communicating with Residents

RCOCD staff will arrange to conduct a home visit to provide the occupants, the initial information regarding lead hazard control activities that have been selected for the structure. RCOCD and RCDOH Staff also provides information on blood lead testing, nutrition, the process involving relocation, fair housing counseling and basic information about food, transportation, and busing of school age children and pets.

Clear and documented communication with residents about the many details of relocation will facilitate a smoothly operating program. Administering organizations should establish policies, procedures, and assigned responsibilities to maximize efficiency of temporary relocation and assure that all program participants are treated in a consistent manner. Among the subjects that should be covered with residents are:

- The need for, and importance of temporarily relocating to protect the health of residents and their children.
- The fact that residents must stay out of the work areas until permitted to return, and how that permission will be handled.
- Approximately how long the relocation will last, and how delays in allowing residents to return to their dwellings will be handled.
- The standards for the relocation unit, who is responsible for identifying it, and how that will be done.
- Detailed procedures for handling relocation, including such matters as packing, moving, storage, and caring for personal belongings, utilities, mail, security of the temporarily vacant unit, care for pets, and any special transportation needs (such as to and from school).
- What costs will be paid by the administering organization, limits on certain costs and method of payment.
- The residents' responsibility not to damage the relocation unit.

These policies and procedures will be put into writing and the residents will indicate their agreement by signing such documents. These policies and procedures should be made available to meet the needs of all residents including persons with limited English proficiency.

Cleaning, Moving and Storage

Occupants will need to clean and move all personal items in the home that are in the rooms where repair work will be done. This has to be done so that lead dust is not inadvertently transferred while the Contractor is doing the repairs, and so that the Contractor has room to work. Occupant should clean and move all these things before the date that the Contractor is scheduled to begin. It is very important that items are cleaned before placed back in so that the lead dust is not brought back into the house after the repair work is done.

Hotel Relocation

RCOCD will establish a list of eligible hotels throughout the county which households may choose from. RCOCD will arrange to pay these hotels directly for the room rate. Incidental charges (including but not

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limited to damages, pay-per-view charges, laundry services, etc.) will be the responsibility of the household.

Households will be eligible for a second room only if the household size is above the occupancy size of the hotel room, or if an extra room is required as a reasonable accommodation for a medical condition or disability.

Meal Stipend

All households being temporarily relocated will be eligible for a daily stipend for food in with the below table:

Household Size	Stipend Amount
1-4	\$60
5+	\$80

Contractor Selection

RCOCD will establish a list of contractors able to perform work in compliance with applicable standards through a formal Request for Qualifications (RFQ) process. To be added to the list, all contractors must supply the below documents:

- EPA Lead Abatement and Renovation, Repair, and Painting Certificate
- References
- Proof of General Liability Insurance (min. \$1,000,000)
- Personal & Advertising Injury Insurance (min. \$1,000,000)
- Medical Expenses to Any One Person Insurance (min. \$5,000)
- Damage to Rented Premises Insurance (min. \$50,000)
- General Aggregate Insurance (min. \$2,000,000)
- Products-Completed/Operations Aggregate Insurance (min. \$2,000,000)
- Auto Liability Insurance (min. \$1,000,000)
- Umbrella Liability Insurance (min. \$5,000,000)
- Workers Compensation Insurance
- NYS Disability and Paid Family Leave

Once the list of contractors has been established, all eligible approved units on each application will be bid out to the list of contractors. A clear, written scope of work will be included and must be the basis for all bids and proposals. All bidders will have equal access to relevant information, including information on the property itself.

Contractors will not be eligible to receive grant funds for work done on any property that a contractor owns or occupies or that is owned or occupied by an immediate family member (*i.e.*, a contractor's spouse, parents, grandparents, siblings, and children) or a business entity in which the contractor and/or an immediate family member, individually or collectively, has a controlling interest. Only payment for materials provided is eligible in these cases.

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As part of the bidding process, contractors will be required to disclose any and all conflicts of interest for review, and if necessary, request a waiver in accordance with Rockland County policy. Municipal officers, officials, and employees are prohibited from participating as recipients of grant funds.

EEO & MWBE Requirements

RCOCD will comply with New York Executive Law Article 15-A, 5 NYCRR Parts 142-144, New York Veterans' Service Law Article 3, and 9 NYCRR Section 252. These requirements include equal employment opportunities for minority group members and women, and contracting opportunities for certified minority and women-owned business enterprises and Service-Disabled Veteran-Owned Businesses.

Worksite Inspection

RCOCD will conduct on-site inspections of ongoing work a minimum of two (2) times per five-day work period to ensure that work is being conducted in compliance with all applicable regulations. RCOCD staff will complete a checklist based on the items inspected and take notes. These will be placed in the program file as documentation of the site inspection. If the contractor is not completing work correctly, a written warning will be issued and the errors must be corrected. If errors are not corrected or the contractor receives more than two (2) written warnings, the contractor may be dismissed due to failing to comply with regulations. Being dismissed in this manner will result in removal from the established list of contractors.

When work has been completed, RCDOH staff will perform the final inspection. The unit must be declared free of lead hazards before tenants can return to the unit and contractors can be paid.

Payment Procedures

RCOCD will be responsible for all financial transactions regarding this program. When a case is ready for payment, the staff member assigned to the case will submit copies of invoices for completed work and a copy of the unit clearance report for review. If all documentation is complete and correct, the reviewer will sign off on and submit the request to RCOCD accounting staff. Accounting staff will review and sign off if all documentation is complete and correct. After all parties have signed off, RCOCD will submit invoices substantiating the need for payment of eligible soft, hard, and program delivery costs to HCR and request the release of funds. RCOCD will issue grant funds to the contractor directly. If the cost of the work completed is above the award amount, the owner will be responsible for paying the remaining balance to the contractor.

Regulatory Period

For a period of five (5) years from the date of final inspection (the "Regulatory Period"), owners are expected to maintain the assisted unit in good condition, rent may not be increased more than 3% annually for lease renewal or at vacancy for non-regulated units, and regulated units must conform to existing regulatory agreements. In all cases, rent and rent increases must conform with all state and local laws and requirements. RCOCD will inspect these units annually to ensure that they are being maintained in accordance with the Contract. Additionally, the owner will be required to submit documentation of each executed lease renewal or new lease for the unit.

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If, upon inspection, the unit is not in compliance with applicable standards set by the U.S. Department of Housing and Urban Development (HUD), the owner will be given written notice of the items in need of correction. The written notice will allow the owner thirty (30) calendar days to bring the unit into compliance. RCOCD recognizes that extensions to the thirty-day period may be necessary in some situations and reserves the right to approve or deny extensions on a case-by-case basis. If the unit has not been brought into compliance at the end of the thirty (30) calendar days and any applicable extensions, RCOCD will initiate proceedings to recapture funds.

The owner must submit any lease renewals or new leases regarding an assisted unit to RCOCD within ten (10) business days of execution. Within 30 days of the expiration of the current lease on file, RCOCD will send a letter to the owner requesting the updated lease. The owner will have no less than ten (10) business days to supply the documentation. If the unit is vacant at the time of the request, RCOCD may request other documentation, such as listings, to ensure that the updated rent of the unit will be in compliance with the 3% rent increase cap. The owner will be responsible for submitting updated lease documentation within ten (10) business days of lease execution. If the owner fails to respond to requests for documentation or raises the rent more than 3% within the span of twelve (12) months, RCOCD will initiate proceedings to recapture funds.

If the property is transferred, or its title or deed assigned during the Regulatory Period, including in the event of death of the property owner, RCOCD must be notified. If the new owner agrees to maintain compliance with the requirements imposed during the Regulatory Period for the remaining time, no recapture of funds will be necessary. If the new owner refuses these terms, RCOCD will initiate proceedings to recapture funds.

During the Regulatory Period, owners are responsible for keeping RCOCD up to date with any changes to their contact information or preferred method of contact and, if the owner is a business entity, any material corporate changes that may affect compliance with the terms of the Contract.

Recapture of Funds

If the owner violates any of the terms and conditions of the Contract during the Regulatory Period, RCOCD reserves the right to recapture funds. The amount that the owner repays will be determined by reducing the original amount of grant assistance disbursed by one-fifth ($\frac{1}{5}$) for each year of the Regulatory Period that the owner was in compliance. Repayment will be calculated in accordance with the following schedule:

Months 0-12:	100% repayment due
Months 13-24:	80% repayment due
Months 25-36:	60% repayment due
Months 37-48:	40% repayment due
Months 49-60:	20% repayment due
Months 61 and beyond:	0% repayment due

Case Reviews and Grievances

All tenants over the age of eighteen (18) years and owners must sign the Grievance and Dispute policy during the application process. All decision letters must inform applicants or program participants of

their opportunity to request a case review within thirty (30) calendar days of the date of the letter, and how to do so.

If a program participant or applicant disagrees with a decision made on their case, they may request case review. This request must be made within 30 calendar days of the date on the decision letter and should include contact information for the party requesting the review. If contact information is not included, RCOCD will use the most recent contact information on file. Upon receipt, the written dispute will be placed in the case file and a designated RCOCD staff member will acknowledge the receipt of the request in writing.

A designated RCOCD staff member will conduct a review of the case. During the course of the review, a designated RCOCD staff member will examine all applicable documents in the case file and may contact the RCOCD staff member assigned to the case, the owner of the property involved in the case, or the tenant residing in the unit involved in the case if more information is needed to make a determination.

A designated RCOCD staff member will send a written decision to the party requesting the review within 20 business days of receiving the request. The written decision will clearly state the reason for the decision, and what, if any, action RCOCD will be taking based on the case review. The written decision is considered final.

If an individual has a grievance but is not challenging a decision made on their case, they should submit the grievance in writing to RCOCD within 30 calendar days of the event occurring. Upon receipt of the grievance, a designated RCOCD staff member will acknowledge the receipt of the grievance in writing and offer the party a chance to have a telephone meeting to discuss the complaint.

A designated RCOCD staff member will conduct an investigation around the grievance. During the course of the investigation, a designated RCOCD staff member will review all applicable documents in the case file and may contact the RCOCD staff member assigned to the case, the owner of the property involved in the case, or the tenant residing in the unit involved in the case if more information is needed to make a determination.

A designated RCOCD staff member will send a written response to the party within 20 business days of grievance discussing the investigation into the grievance and the outcome.

Conflict of Interest

Except for eligible program delivery or personnel costs, unless prior written approval is obtained from HCR, no covered person who exercises or has exercised any functions or responsibilities with respect to Leading in Lead Prevention Program activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

No employee, officer, or agent of RCOCD or any sub-grantees shall participate in selection, or in the award or administration of a contract supported by state funds if a conflict of interest, real or apparent, may be involved. Such a conflict would arise when:

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1. The employee officer or agent;
2. Any member of his/her immediate family defined as spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, granddaughter, father-in-law, mother-in-law, son-in-law, or daughter-in-law;
3. His or her partner; or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

RCOCD's officers, employees or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The County's Procurement Policy and Code of Ethics contain rigorous prohibitions and severe penalties against all conflicts of interest. These provisions are codified in the County's Administrative Code, specifically at Chapter 140, Article VIII, § 140-8 (titled "Ethics in Public Contracting," accessible at <https://ecode360.com/9665013?highlight=conflict%20of%20interest,interest,of&searchId=16575793128309955#9665011>) and Chapter 66 (titled "Code of Ethics," accessible at <https://ecode360.com/9663986#9663986>).