ILENE SHAPIRO
COUNTY EXECUTIVE

COUNTY OF SUMMIT
HUD LEAD-BASED PAINT HAZARD REDUCTION PROGRAM
VACANT UNIT

ABOUT THE PROGRAM

The County of Summit HUD Lead-Based Paint Hazard Reduction Program (SCLHR) is **not** an emergency program. Homes must be unoccupied and in the County of Summit, Ohio.

Rental owners may apply if all the following criteria are met:

- The home is built before 1978.
- Property tax payments are not delinquent.
- The home meets local ordinances and housing codes.
- The home is registered as a rental with the Summit County Fiscal Office and with the City where located.
- The home is free of clutter, insects, rodents, and unsanitary conditions.

VACANT RENTAL REQUIRED DOCUMENTATION:

☐ Proof of identity (current Photo or State ID) for all property owners and alternate signers

☐ A copy of your current homeowner's insurance listing the property address; needs to reflect tax mailing address recorded with the Ohio Secretary of State and Summit County Fiscal Office

☐ Notarized Power of Attorney, LLC, or Corporation Agreement document which names the rental property owner alternate who can sign HUD Lead Based Paint Hazard Reduction Program legal documents, if needed, must be recorded with the Summit County Fiscal Office

☐ Property taxes must be current with the Summit County Fiscal Office

Documentation can be submitted via:

Mail Documents to: County of Summit SCLHR 175 S Main St, Room 207 Akron, Ohio 44308

In-Person Drop Off: Summit County Public Health 1867 W Market St Akron, Ohio 44313

Email to: DODapplications@summitoh.net

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UNDERSTANDING THE APPLICATION PROCESS

How the program works after the application is approved: *timeline may vary for each applicant

Phase 1: Inspections & Scope of Work

•Initial Assessments: A Summit County Public Health (SCPH) Lead Risk Assessor will contact you to schedule a Lead Inspection/Risk Assessment (LIRA) and a Healthy Homes (HH) Assessment. You will receive the LIRA and HH reports by mail, which will list all identified lead hazards

•Radon Testing: A radon tester licensed by Ohio Department of Health will contact you to conduct a radon test

•Scope of Work (SOW): The program will create a SOW to address lead and HH hazards using a fixed- cost pricing model. Once a contractor is assigned and the project is reviewed, you will receive a final SOW to sign.

Phase 2: Financing, Mortgages, & Insurance

•The County of Summit Department of Development will schedule an in-person meeting for you to sign your mortgage documents, sign the access agreement, and pay the required 20% landlord match via certified bank check.

•How Your Funding Works: The Owner pays 20% of the total project cost at the time of the mortgage signing. A deferred, forgivable loan (Mortgage) secures 50% of the remaining project cost. The program pays for the final 50% of the remaining project cost as a grant to the owner.

Mortgage Terms: The loan is a deferred, forgivable loan which is forgiven by 20% each year on the anniversary of the mortgage document recording. However, the pro-rated loan balance becomes due if, within 5 years, the home is sold, transferred, the owner passes away, or is no longer your primary residence

•Insurance: The County of Summit Department of Development must be listed as an "Additional Insured" on your homeowners' insurance policy for the 5-year loan term (documentation required prior to closing).

•Taxes: Property taxes must be current and remain current for the term of the loan.

Phase 3: Preparing the Home

•Home Conditions: Lead work will not begin if the home is cluttered, unsanitary, or infested with pests.

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•Pest Control: The program does not pay for pest control. If needed, you must hire a pest control operator licensed by the Ohio Department of Agriculture and provide proof of treatment to SCPH.

•Pre-Work Meeting: Before the work begins, you will meet with program staff to if any household items must be moved before construction starts.

Phase 4: During the Lead Work

•Strict No-Entry Policy: Once work begins, only program staff and contractors are permitted to enter the home. Unauthorized re-entry will stop work and may result in an invoice for all work being done and materials ordered being sent to the client for payment.

•Clearance: You may not return to the property until the work is completely finished, the home passes a clearance inspection.

•Notification: SCPH staff will contact you directly to let you know when it is safe to return to the home.

If program eligibility criteria are met, return the enclosed application with the required documents. Failure to comply may result in termination of participation in the Lead Paint Hazard Reduction Grant Program.

Note: The application review process may take up to 30 days.

Please call 330-926-5600 (SCPH) or 330-643-8013 (SCDOD) if you have questions or concerns.

If you understand and agree to these guidelines, please sign, and date below and return with your application.

_____ _____

Signature of Rental Owner Date

_____ _____

Signature of Rental Co-Owner Date

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ILENE SHAPIRO
COUNTY EXECUTIVE

Mail: **County of Summit LEAD**
175 S. Main Street, Room 207
Akron, Ohio 44308
E-mail: DODapplications@summitoh.net
(Must be PDF format)

COUNTY OF SUMMIT
HUD LEAD-BASED PAINT HAZARD REDUCTION PROGRAM
VACANT UNIT APPLICATION

All sections of the Application must be completed. Indicate "N/A" if it does not apply to you.
Incomplete applications may be rejected; application review may take 30 days.

PROPERTY INFORMATION

Property Owner name recorded with Summit County Fiscal office and Ohio Secretary of State

Property owner name: _____

Property Address: _____ **City, State Zip code** _____

PART 1 – APPLICANT INFORMATION

Name: _____

Address: _____ **City, State Zip code** _____

Home Phone #: _____ **Cell Phone #:** _____

Email: _____

CO – APPLICANT INFORMATION ☐**Check here if there is not co-applicant**

Name: _____

Address: _____**City, State Zip code** _____

Home Phone #: _____ **Cell Phone #:** _____

Email: _____

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PART 1 – APPLICANT / CO-APPLICANT INFORMATION (CONT.)

Name		**Relationship to you**	Self
DOB		**Race**	☐ American Indian/Alaskan Native ☐ Am. Indian/Alaskan Native/Black ☐ Am. Indian/Alaskan Native/White ☐ Asian ☐ Asian/White ☐ Black/African American ☐ Black/African American/White ☐ Native Hawaiian/Pacific Islander ☐ Other multi-racial ☐ White
SSN			
Primary Language			
Gender	☐ Male ☐ Female		
Marital Status	☐ Married ☐ Divorced ☐ Widowed ☐ Single		
Disabled	☐ Yes ☐ No		
Military Status	☐ Active Duty ☐ Veteran ☐ No Status		
Level of Education		**Ethnicity**	☐ Hispanic ☐ Not Hispanic
		Citizenship	☐ U.S. Citizen ☐ Legal Resident

Name		**Relationship to you**	
DOB		**Race**	☐ American Indian/Alaskan Native ☐ Am. Indian/Alaskan Native/Black ☐ Am. Indian/Alaskan Native/White ☐ Asian ☐ Asian/White ☐ Black/African American ☐ Black/African American/White ☐ Native Hawaiian/Pacific Islander ☐ Other multi-racial ☐ White
SSN			
Primary Language			
Gender	☐ Male ☐ Female		
Marital Status	☐ Married ☐ Divorced ☐ Widowed ☐ Single		
Disabled	☐ Yes ☐ No		
Military Status	☐ Active Duty ☐ Veteran ☐ No Status		
Level of Education		**Ethnicity**	☐ Hispanic ☐ Not Hispanic
		Citizenship	☐ U.S. Citizen ☐ Legal Resident

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APPLICANT CERTIFICATION AND AUTHORIZATION

I/We hereby certify under penalty of perjury that all information provided in this application, including but not limited to household composition, income, and assets, is true, accurate, and complete to the best of my/our knowledge and belief.

I/We understand that this information is being collected to determine my/our eligibility for federal financial assistance through the Summit County Lead Hazard Reduction grant program. I/We authorize The County of Summit and/or Summit County Public Health to verify any and all information contained in this application, which may include obtaining documentation from third-party sources.

I/We acknowledge that providing false, fictitious, or fraudulent information, or omitting material information, is a federal offense. I/We understand that any such false statements may result in the immediate denial of this application, termination from the program, a requirement to repay any grant funds expended on my/our behalf, and may be subject to administrative, civil, or criminal penalties, including fines and imprisonment under Title 18, Section 1001 of the United States Code.

_____ _____

Signature of Rental Owner or Authorized Representative Date

_____ _____

Signature of Rental Co-Owner or Authorized Representative Date

This section intentionally left blank

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PART 2 – Rental Owner alternate who can sign HUD Lead Based Paint Hazard Program

Name			
Company Name		**Title**	
Phone Number		**Email address**	

PART 3: HOME INSURANCE INFORMATION

Do you currently have homeowners' insurance? ☐ Yes ☐ No

Insurance Company Name_____

Agent Name: _____

Address: _____

Phone: _____ Email: _____

PART 4: VACANT RENTAL OWNER/S AGREEMENT

The Owner(s) confirms that he/she/they is/are the legal owner of the property described in this application.

The Owner(s) understands that it is a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction (Section 1001 of Title 18 of US Code).

The Owner(s) understands that the home's property tax must be paid in full. If a payment plan is set up with the County Fiscal Office, a copy of the plan should accompany the Application. Once the payment plan is established, a minimum of 6 payments must be made, and the next half must be paid as well.

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The Owner(s) understands that the property must be registered as a rental with the Summit County Fiscal Office and with the City where the house is located if applicable.

The Owner(s) understands the property must meet local ordinances/codes - occupancy, zoning, and property maintenance.

The Owner(s) understands that the property must be insect and rodent free. Any extermination is NOT paid by the program and must be done by the owner using a licensed pest control operator. Documentation must be provided that extermination was completed prior to lead work starting.

The Owner(s) understands that a lead risk assessment must be completed on the home. The lead risk assessment is completed by Summit County Public Health. Results from the lead risk assessment will be shared with the rental owner(s) and will determine what, if any lead assistance may be provided. All utilities must be turned on at the unit.

The Owner(s) understands that the Summit County Public Health Lead Risk Assessor will need access to each room of the home (including attic and basement) and must have a clear path to each window. If the Lead Risk Assessor does not have access to each room and window the lead risk assessment will be canceled until such time that the lead risk assessor feels that they have appropriate.

The Owner(s) understands that window treatments need to be removed where windows are being replaced, access to windows and porches must be clear. The Owner(s) understands that program is not responsible for anything broken or stolen before, during, or after the work is done.

The Owner(s) understands that a 5-year *deferred forgivable* mortgage loan, and a lien will be placed on the property and understand(s) that home insurance is required for the 5-year loan period with the County of Summit listed as an Additional Insured. The Rental Owner(s)

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understands that the payment of property taxes and additional assessments must be kept current for the term of the loan.

The Owner(s) understands that he/she will pay 20% of the contractors bid. The payment by cashier's check or money order is due when the mortgage loan documents are signed **in-person** at the County of Summit Department of Community and Economic Development office located at 175 S. Main St., Room 207, Akron, Ohio 44308.

The Owner(s) understands that rent cannot be significantly raised for 5-years after the HUD Lead Based Paint Hazard Reduction Grant process has been completed.

The Owner(s) understands that priority for rental should be given to low-income families with children under age 6 years living or visiting the home for 5 years after the program work has been completed. A copy of every lease shall be provided to Summit County with a list of occupants and their ages for the term of the loan.

The Owner(s) understands that the current tenants cannot be evicted because of their participation in the program.

The Owner(s) understands that any verbal or physical abuse or threats to Summit County staff, contractors, or their employees may result in immediate termination of assistance and that any work performed will be at the expense of the rental owner(s).

Mortgage documents for work to be done will be signed at the County of Summit Department of
Community and Economic Development office located at 175 S. Main St., Room 207, Akron, Ohio 44308.

A photocopy of this application is valid as the original. Notarized documents must be original.

All Rental Owners or Authorized Representative will sign this form and provide information as needed.

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The Summit County Public Health representative has my/our permission to complete or fill in missing information on my/our application.

If you understand and agree to these guidelines, please sign, and date below and return with your application.

_____ _____

Signature of Rental Owner or Authorized Representative Date

_____ _____

Signature of Rental Co-Owner or Authorized Representative Date

PART 5: RENT & ADVERTISING AGREEMENT

I/we agree to advertise the rental property at:

_____

too low to moderate income families with children less than 6 years of age for a period of 5 years from the date the lead hazard control process has been completed and accepted.

I/we understand that if a tenant vacates the rental, I/we must try to rent the property to another low to moderate income family with children less than 6 years of age, following all Fair Housing Laws. All leases and/or rent rolls will be provided upon request over the 5-year loan period.

I/we agree not to raise the rent on the above-listed property for a period of 5 years from the date the work has been completed and accepted and agree not to raise the rent as a result of the improvements made through the Summit County Public Health HUD Lead-Based Paint Hazard Reduction Program.

_____ _____

Signature of Rental Owner or Authorized Representative Date

_____ _____

Signature of Rental Co-Owner or Authorized Representative Date

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PART 6: WALK AWAY POLICY

Regardless of eligibility, under certain circumstances, an applicant may not receive assistance through the Lead Based Paint Hazard Reduction Program. Such circumstances include, but are not limited to:

•The owner and/or applicant becomes verbally or physically abusive and/or threatens staff members.

• During the course of the lead abatement work the owner and/or tenant continually fails to cooperate with staff or contractors.

• Applicant knowingly misrepresents information relevant to their eligibility for assistance.

• Following the initial inspection of the home, a determination is subsequently made that the home is not structurally sound.

Failure on the part of the applicant/owner to demonstrate pride of ownership. Conditions included under pride of ownership include, but not limited to:
• Abuse of animals: evidence of unsanitary conditions
• Illegal or improper use of the property
• Housekeeping and maintenance: extreme conditions of clutter or filth in or around the house

Under any of the circumstances, assistance may be withheld and/or terminated at the discretion of the program administrator.

I/we acknowledge that we have read and do thoroughly understand and by my/our signatures below do affirm the above.

_____ _____

Signature of Rental Owner or Authorized Representative Date

_____ _____

Signature of Rental Co-Owner or Authorized Representative Date

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PART 7: LEAD INSPECTION AND RADON TESTING

Authorization

for

Lead Inspection and Radon Testing

This Authorization is made as of _____ by _____ (hereinafter the “Client”) to permit the County of Summit, Ohio, an Ohio charter county and political subdivision, with an address at the Executive's Office, 175 S. Main Street, 8th Floor, Akron, Ohio 44308 (hereinafter the “County") and Summit County Combined General Health District, aka Summit County Public Health (“SCPH”) to conduct a Lead Inspection Risk Assessment and Short-Term Radon Test at _____(hereinafter the “Property”).

1.Lead Inspection Risk Assessment

Client agrees to permit the County to conduct a Lead Inspection Risk Assessment at the Property. The Assessment is a comprehensive evaluation performed by a licensed lead inspector to identify the presence of lead-based paint and lead hazards in the property. The assessment includes:

- •Visual inspection of the interior and exterior of the property for potential lead-based paint hazards.
- •Testing of paint, dust, soil, or other surfaces using approved methods, such as X-ray fluorescence (XRF) or laboratory analysis.
- •A detailed report outlining findings, including the location and condition of any lead hazards, and recommendations for mitigation, if applicable.

The Client acknowledges that the Lead Inspection Risk Assessment is conducted in accordance with Ohio Department of Health and Federal Department of Housing and Urban Development regulations. The results are intended to identify lead hazards in the home. The

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Client agrees that if the home is currently part of a Public Health Lead Investigation, the home will be subject to Lead Hazard Control Orders (LHCO) if lead hazards are identified.

2. Short-Term Radon Test

Client agrees to permit the County to conduct a Short-Term Radon Test at the Property. The Short-Term Radon Test will be conducted by a licensed radon tester in accordance with Ohio Department of Health Regulations (Ohio Administrative Code Chapter 3701-69). The test involves the placement of radon measurement devices in the property for a period of 48-96hours to measure radon levels.

2.1. Client Responsibilities for Radon Testing

To ensure accurate results, the Client agrees to adhere to the following testing requirements:

- **Closed-House Conditions**: Maintain closed-house conditions for at least 12 hours prior to and during the entire testing period. This includes keeping all windows and exterior doors closed, except for normal entry and exit.
- **No Interference**: Do not tamper with, move, or disturb the radon testing devices during the testing period.
- **Environmental Controls**: Avoid operating fans, air purifiers, or other devices that may alter air circulation, unless they are part of the property's permanent HVAC system.
- **Access**: Provide the licensed radon tester with reasonable access to the property to place and retrieve testing devices.

Failure to comply with these requirements may result in invalid test results. If the test is invalidated due to non-compliance, the Client will be responsible for the cost of any subsequent testing required to obtain valid results. The cost for additional testing is $200.00.

3. Hold Harmless

The Client agrees to hold harmless and release the County and SCPH, its employees, agents, and contractors from any and all claims, damages, losses, liabilities, or expenses (including reasonable attorney fees) arising from or related to:

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•The performance of the Lead Inspection Risk Assessment and/or Short-Term Radon Test, provided they are conducted in accordance with applicable Ohio regulations.

•Any health effects, property damage, or other consequences resulting from the presence of lead or radon at the property, as the County's or SCPH's role is limited to identifying and reporting hazards.

•The Client's failure to adhere to the radon testing requirements outlined in Section2.1, including any costs associated with re-testing due to non-compliance.

4. Acknowledgment and Authorization

By signing below, the Client acknowledges that they:

•Understand the nature and purpose of the Lead Inspection Risk Assessment and Short-Term Radon Test.

•Agree to comply with the radon testing requirements to ensure accurate results.

•Understand that failure to comply with radon testing requirements may result in additional testing costs.

•Have had the opportunity to ask questions and receive clarification about the inspection and testing processes.

_____ _____

Signature of Rental Owner Date

_____ _____

Signature of Rental Co-Owner Date

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Summit County
Public Health

1867 W. Market St. Akron, OH 44313
330-923-4891
www.scph.org

Notice of Privacy Practices

Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.
Please review it carefully.

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record	· You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this. · We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	· You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this. · We may say "no" to your request, but we'll tell you why in writing within 60 days.
Request confidential communications	· You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. · We will say "yes" to all reasonable requests.

continued on next page

Your Rights *continued*

Ask us to limit what we use or share	· You can ask us **not** to use or share certain health information for treatment, payment, or our operations.
	  · We are not required to agree to your request, and we may say "no" if it would affect your care.
	· If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.
	  · We will say "yes" unless a law requires us to share that information.

Get a list of those with whom we've shared information	· You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why. · We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
Get a copy of this privacy notice	· You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.
Choose someone to act for you	· If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. · We will make sure the person has this authority and can act for you before we take any action.
File a complaint if you feel your rights are violated	· You can complain if you feel we have violated your rights by contacting us using the information on page 1. · You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting **www.hhs.gov/ocr/privacy/hipaa/complaints/**. · We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:	· Share information with your family, close friends, or others involved in your care · Share information in a disaster relief situation · Include your information in a hospital directory · Contact you for fundraising efforts *If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*
In these cases we *never* share your information unless you give us written permission:	· Marketing purposes · Sale of your information · Most sharing of psychotherapy notes
In the case of fundraising:	· We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Treat you	· We can use your health information and share it with other professionals who are treating you.	*Example: A doctor treating you for an injury asks another doctor about your overall health condition.*
Run our organization	· We can use and share your health information to run our practice, improve your care, and contact you when necessary.	*Example: We use health information about you to manage your treatment and services.*
Bill for your services	· We can use and share your health information to bill and get payment from health plans or other entities.	*Example: We give information about you to your health insurance plan so it will pay for your services.*

continued on next page

How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: **www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.**

Help with public health and safety issues	· We can share health information about you for certain situations such as: · Preventing disease · Helping with product recalls · Reporting adverse reactions to medications · Reporting suspected abuse, neglect, or domestic violence · Preventing or reducing a serious threat to anyone's health or safety
Do research	· We can use or share your information for health research.
Comply with the law	· We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.
Respond to organ and tissue donation requests	· We can share health information about you with organ procurement organizations.
Work with a medical examiner or funeral director	· We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
Address workers' compensation, law enforcement, and other government requests	· We can use or share health information aboutyou: · For workers' compensation claims · For law enforcement purposes or with a law enforcement official · With health oversight agencies for activities authorized by law · For special government functions such as military, national security, and presidential protective services
Respond to lawsuits and legal actions	· We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Compliance with Other Laws

Other provisions of law may apply to your information. If any state or federal privacy laws require us to provide you with more privacy protections than those explained here, then we must also follow that law.

The Confidentiality of Alcohol and Drug Abuse Patient Records. The confidentiality of alcohol and drug abuse patient records maintained by this program is protected by Federal law and regulations. Generally, the program may not say to a person outside the program that a patient attends the program, or disclose any information identifying a patient as an alcohol or drug abuser unless:

continued on next page

(1) The patient consents in writing:

(2) The disclosure is allowed by a court order; or

(3) The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.

Violation of the Federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations. The local SAMHSA Office can be reached at 614-466- 2596 and the local US Attorney General's Office can be reached at 330-375-5716. You may also reach SAMHSA at 1- 877-726-4727.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate State or local authorities.

(See 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal laws and 42 CFR part 2 for Federal regulations.)

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: **www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.**

Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

Effective Date: 7/2024

For questions, please contact the Summit County Public Health Privacy Officer by calling 330-923-4891 or email privacy@scph.org.