
Name of Occupant

**LEAD-BASED PAINT HAZARD REDUCTION PARTICIPATION/RELOCATION CONSENT AND
NON DISPLACEMENT FORM**

I, _____, acting for children, and my residence of _____,
_____, a property owned by: _____ agree
to take part in the Virginia Lead Safe Homes Program, which is sponsored by the Petersburg Urban Ministries
and the Department of Housing and Community Development

I. PURPOSE OF THE PROJECT

Many older homes have lead-based paint in them. Lead has been shown to harm young children. This project will determine cost-effective ways to keep children safe from lead poisoning. My child (children) and I are being asked to participate because one or more lead hazards may be identified at our home.

II. CONSENT

- (1) I consent to be interviewed about my family/household members, my house and lead exposure.
- (2) I consent to have my residence re-inspected for lead, at no cost to me.
- (3) I consent to have the blood lead levels of my children (ages 6 months up to 6 years of age) tested. Blood drawing will occur at a local health clinic or Doctor's office. I have read and understand this consent form regarding these blood tests.

(a) **Hazard Control Blood Testing Release Form**

1. It is recommended that all children under six years of age have their blood lead level tested prior to hazard control work in your home. If your children have not received a blood test in the past three **(3) months**, you should contact your child's primary health care provider or the local health department to arrange for a test.

Please initial one of the following - the one which best describes your children:

_____ My children under six **have** had their blood lead levels tested in the past three **(3) months**.
Please identify test provider and date of test _____

_____ I hereby authorize the provider to release the results of this (these) blood test(s) to the Lead-Based Paint Hazard Control Grant Program.

_____ My children under six **have not** had their blood lead levels tested in the past three **(3) months**
and I agree to have them tested at this time.

_____ For religious and/or personal reasons, I choose **not to have** my child (children's) tested for lead.

I/We voluntarily disclose this information. I/We understand that disclosure of this information is not required for participation in the _____ Program.

Signature _____ Date _____

- (4) For purposes of the program's evaluation:
 - (a) I consent to allow entry of and provide access to project personnel for follow-up that the Virginia Lead-Safe home Program determines is needed.
- (5) I authorize the Virginia Department of Health to release information to the Virginia Lead-Safe home Program regarding my household income and blood-lead levels of my child(ren) and those for whom I

serve as legal guardian, as of the date of my signature on this Consent Form and until such time as I withdraw my consent in writing.

- (6) I understand that I may be contacted and asked to participate again in this project.
- (7) I also understand and consent to the following relocation procedures as outlined in the Notice of Non-displacement section.

III. BENEFITS

The house I live in will be made lead-safe. This will decrease the chance that children who reside or visit this house will be lead poisoned there. My child's (children's) blood will be tested to make sure they do not have lead poisoning and I will be notified of the blood lead results. I will also be informed how to protect my child(ren) from lead poisoning.

IV. BENEFITS TO OTHERS

My participation will provide a future benefit to other families and children. Information learned from this project will be used to reduce exposure to lead for other young children living in older housing.

V. RISKS TO MY CHILDREN OR MYSELF

I understand that drawing a blood sample from my child(ren)'s arm might cause slight discomfort. The place where the needle enters my child(ren)'s skin may be tender for a short time and may develop a bruise. The risk of more serious complications associated with blood drawing, such as fainting, is very slight.

VI. CONFIDENTIALITY OF RECORDS

All information for the project will be kept private and confidential by project staff of the Virginia Health Dept., the Petersburg Urban Ministries and the Virginia Lead-Safe Homes Program. All identifying information will not be included in any publications. My records and those of my child(ren) will not be made available to anyone not connected with the project without my permission.

VII. SUBJECT'S ASSURANCES

By signing this consent form, I and my child(ren) are taking part in the project by our own free will. I have not given up any of the legal rights of my children or myself, or released the primary or cooperating organizations from responsibility. I may cancel my consent and withdraw my children and myself from this project at any time without penalty or loss of benefits. Medical treatment for me, members of my household or my children, or associations with any of the participating organizations will not be affected in any way if I refuse to take part, or if I enter myself and my children into the program and remove him/her and/or myself later. If I withdraw, I will be responsible for obtaining blood lead testing and any needed follow-up for my children.

VIII. NON-LIABILITY FOR PERSONAL INJURIES

I agree to hold project personnel harmless from any and all claims for damages or other relief arising from activities conducted during the course of the project, regardless of whether the claims are based upon tort or contract or are related to injury to people, to real property, or to personal property.

The *Petersburg Urban Ministries*, the *Department of Housing and Community Development and their agents* aid in the administration the program and grant activities, but in no way assumes any liability for the

conduct or actions of independent persons or companies involved in the interim control process. Also, the Petersburg Urban Ministries, the Department of Housing and Community Development nor any of their agents assumes any liability for current or future health effects of anyone connected with these program activities.

IX. NOTICE OF NON-DISPLACEMENT AND TEMPORARY RELOCATION

This is a Notice of Non-displacement. You will not be required to move permanently as a result of the lead-based paint hazard reduction work. This notice guarantees you the following: You will be able to lease and occupy your present apartment (or another suitable, decent, safe, and sanitary apartment in the same building/complex) upon completion of the rehabilitation. Your monthly rent will remain the same. Of course, you must comply with the reasonable terms and conditions of your lease.

Since you will have the opportunity to occupy a unit that has had lead-based paint hazard reduction work completed, we urge you not to move after the work has been completed. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs.

Relocation: Depending on the extent of lead hazard reduction necessary, the lead hazard inspector may advise members of my household and myself to move out temporarily until all the work is done and it is safe to re-enter. I will have the choice of staying with friends, relatives or moving to a lead-safe apartment provided for free by this project. During relocation, I am still obligated for making the mortgage or rent payments on my home/apartment, as well as all other contractual obligations I am responsible for as head of household.

Access to home/apartment during mitigation/relocation: *I understand that I shall not re-enter my home/apartment while lead-hazard control construction work is taking place and until I am advised by program staff that it is safe to do so.* I agree not to attempt to re-enter my home/apartment during this period, and essentially relinquish my right of occupancy until program staff notifies me that lead-testing of my home/apartment has confirmed that it is safe to enter the building. In the event I must enter my home/apartment prior to such notice, resulting from circumstances that would cause me and/or members of my household extreme hardship, I agree to submit my request to the Lead Poisoning Prevention Program's Program Coordinator or his/her designee at least 24-hours prior to the time of entry. I understand that program staff has the right to approve or deny such request. I understand that I, or members of my household, may be at risk for lead exposure should I, or members of my household, visit the work area and carry lead-containing dust home on my clothes. Lead dust exposure is potentially harmful to young children, causing developmental delay and neurological problems. I understand that strict state and federal work-site regulations will be followed. Thorough cleanup of my residence, provided by the project following construction, will minimize the chance of inadvertent lead dust exposure to my children or myself.

Entering/Leaving Relocation Housing: I understand that members of my household and I must leave my residence prior to lead hazard control mitigation work, at the date and time specified by program staff. I also understand that members of my household and I must leave relocation housing with all of my/our belongings at the date and time specified by program staff. I understand that I am responsible for expenses to repair damages to relocation housing resulting from any negligent action or inaction on my part or the part of any member of my household.

If using relocation housing leased or otherwise provided by the Project, I agree to abide by all rules of residency established by the property owner, and understand that I am responsible for my household members' actions and adherence to these rules while residing in this relocation housing. I understand that the property owner will explain these rules to me orally, and provide a copy of said rules in writing prior to my taking

