

INTERGOVERNMENTAL AGREEMENT NO

An INTERGOVERNMENTAL AGREEMENT (IGA) between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY, acting by and through its Health Department Lead Poisoning Prevention Program (MCHD) to administer the LeadLine, community outreach and provide free blood lead screening for FY 2010-11.

RECITALS:

1. For purposes of complying with the Lead and Copper Rule for drinking water, the City of Portland Water Bureau funds lead poisoning prevention programs.
2. Multnomah County Health Department (MCHD) operates a Lead Poisoning Prevention Program under its Division of Community Health Services.
3. MCHD is capable and willing to administer funding for the implementation of the LeadLine, a centralized information and referral source for lead poisoning prevention information and to provide blood lead screening through existing immunization services.
4. The City Council has authorized \$135,000 for these services.
5. The Council now desires to enter into a formal agreement with the Multnomah County Health Department in the amount of ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$135,000).

AGREED:**I. Scope of Services**

SERVICES: MCHD shall provide the following services:

A. LeadLine

MCHD will administer a fully dedicated phone line to provide easy access to people seeking information, resources and assistance dealing with hazards associated with lead. The LeadLine will provide basic lead poisoning prevention information in English, Spanish, Russian and Vietnamese. More extensive interpreted information will be provided by the bilingual (Spanish) Coordinator, who will answer questions, provide detailed lead poisoning prevention information and refer calls to appropriate lead poisoning prevention services. Non-English speakers will be provided the same information in their language. The Coordinator will coordinate interpretation services via internal bilingual staff or through Optima, a professional phone interpretation service. The LeadLine service hours are 8:30AM to 5:00PM Monday through Friday. Callers can leave a message on the LeadLine and the calls will be returned the next business day. Media messages and mailed messages and other community outreach must be

coordinated with the MCHD to assure surge capacity is available to appropriately respond to community concerns.

B. Blood Lead Screening/Testing

MCHD will administer free blood lead screening and testing for children ages six and under to be incorporated into existing immunization services. MCHD will track, analyze, and report Blood Lead Level (BLL) data. Blood Lead testing will also be offered in outreach settings including WIC, Childcare and Head Start.

C. Intervention, Investigation and Case Management Services:

MCHD will provide intervention services on cases with BLLs of 5mg/dL – 9mg/dL. Intervention services will include sending families a letter that contains: a) written notification of their child(s) elevated blood lead level (EBLL) status; b) information explaining that capillary draws often result in higher blood lead levels than the actual level and the suggestion that parents obtain a Venous draw if the EBLLs resulted from a capillary draw; c) literature that will inform the parents about lead poisoning and prevention strategies. LeadLine will also offer to provide on-site home visit chronic disease investigation for these children and pregnant women with Blood Lead Levels (BLLs) of 5mg/dL – 9mg/dL as capacity allows.

When EBLL cases of 10mg/dL or higher are identified, MCHD will conduct an investigation (Home Risk Assessment) by the certified lead risk assessor, lead certified Environmental Health Specialist (EHS), to identify contributing factors that may be causing the elevated blood lead level. The EHS will provide the family with strategies and resources that will assist them to remove or reduce the lead hazard and lower the child's EBLL. Strategies may include behavioral education, information on environmental triggers, linking the family to the lead hazard reduction or lead abatement resources. The EHS will continue to provide the family with case management services until the case is closed by the state of Oregon when the EBLL declines to normal levels. Case management services include contacting the provider and the family to track the lead levels and assure that testing is being done routinely.

D. LeadLine Promotional Services

MCHD will provide lead poisoning prevention education and outreach services continuously throughout the year at fix-it fairs, community events, and provider trainings. LPPP promotional materials (brochures, pamphlets, posters) will be distributed at these events. MCHD will also distribute promotional materials to other County and state programs that request information including but not limited to: MCHD WIC program, local Health Department, Safety Net Clinics, local Head Starts, Childcare Centers, Landlords, Contractors, and MCHD Immunization program. MCHD will coordinate promotional activities with partnering agencies, like the Portland Water Bureau, to increase effectiveness of outreach and insure adequate staffing for service demand. Monthly newsletter is

widely distributed via email to lead partner agencies, schools and childcare providers, health care providers and agencies and community organizations. Provide and outreach training to social service providers about lead and the principals of Healthy Homes.

E. LeadLine Website Maintenance

MCHD will administer and update the Multnomah County Health Department and Multnomah County Environmental Health Services websites regularly. Both websites provide access to LPPP and LeadLine information. On the website, childcare centers can request free blood lead testing for children six and under. The website provides a calendar of partner events, brochures and flyers, access to current and past newsletters, testing times and locations. Public can request PDC lead dust wipe kits and PWB/Wholesale Water Districts water lead in water test kits through the website.

F. LeadLine Service Improvement

MCHD will regularly attend Lead in Water Education and Testing (LWET) meetings, Lead Hazard Reduction Program (LHRP) meetings, and other community meetings pertaining to lead poisoning prevention. The Lead website highlights partner activities, calendar of events and provide direct referrals. Provide advisory role on lead issues.

II. Program Operations

If a policy issue arises that is not covered by this IGA, and/or if disagreements in interpretation arise that cannot be settled by the project managers, then the issue will be referred for resolution in writing simultaneously to the Administrator of the Portland Water Bureau and the Director of the Community Health Services Division. The Administrator and Director will collaborate to settle the stated disagreement.

III. Performance Measures

MCHD goals for the fiscal year:

- Respond to 2000 requests for Lead in Water Test Kits
- Broadcast 12 (monthly) e-newsletters
- Participate in 30 community events to reach 2400 community members
- Test 500 children and pregnant women at immunization clinics and community events
- Mail 25-50 lead prevention information packets to children with BLL of 5-9mg/dL
- Manage 20-30 cases of EBLLs of >10 mg/dL in response to demand.

MCHD will track and report on the following levels of service to the City during the period of this agreement using the following:

- Number of calls received by the LeadLine
- Number of callers selecting each language

- Number of calls by zip code
- Number of households who were mailed material
- Number of households referred to the Portland Regional Lead Hazard Control Program
- Attendance at community partner meetings
- Community events attended and approximate attendance at the event
- Number of children receiving blood lead screening
- Number of elevated blood lead level investigations conducted
- Number of lead information packets mailed to blood lead levels of 5-9 mg/dL.
- Aggregate results of blood lead screening broken into the following categories for both immunization clinics and community testing events:
 - <5 mg/dL
 - 5-9 mg/dL
 - 10-15 mg/dL
 - 16-20 mg/dL
 - >20 mg/dL
- For each call the LeadLine will collect and provide raw data for:
 - Primary reason for call
 - Referral source to the LeadLine
 - Number of children in the home aged six and under
 - Number of pregnant women in the home
 - Agencies the caller was referred to

IV. Reporting

MCHD shall furnish the City Project Manager with a quarterly report of the LeadLine and the results of blood lead screening activities. The report will track and report on achievement of the performance measures in subsection III to the City in the aggregate during the period of this agreement. The reports are due within 20 days of the end of the quarter on the following dates: October 20th, January 20th, April 20th and July 20th. MCHD will make available the raw data from LeadLine calls as requested by the City. This data will conform to all applicable health information confidentiality laws.

V. Compensation, Method of Payment & Audit Requirement

- A. The City will reimburse MCHD for expenses in accordance with the budget, Attachment A. Invoices will be delivered no less than on a quarterly basis. Statements will identify the amount of expenditure by budget line item for the period billed and the amount of expenditure billed year to date by budget line item. MCHD will maintain documentation of all expenses and make such records available for inspection by the City upon request.
- B. Any changes to the budget, up to twenty-five percent, must be approved in writing by the Portland Water Bureau Administrator before any expenditure of funds in new line items or amounts.

- C. The payments made under this Agreement shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- D. The County shall fully cooperate with a City Audit of the records at any time. MCHD shall also fully cooperate with an OMB A-133 audit to account for all expenses if necessary for grant funds received by City.
- E. Total compensation under this Agreement shall not exceed ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$135,000).

VI. Project Managers

- A. The City Project Manager shall be Scott Bradway, or such other persons as shall be designated in writing by the Administrator of the Portland Water Bureau. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement, as provided herein, and to carry out all other city actions referred to herein. All formal, written communication to the Portland Water Bureau regarding the contract should be directed to the City Project Manager.
- B. The Lead Poisoning Prevention Program Manager for Multnomah County is Lila Wickham. All formal written communication regarding the Contract should be directed to its Project Manager. The MCHD Project Manager for the Lead Poisoning Prevention Program is authorized to approve all financial and performance reports and to coordinate all monitoring activities that involve Lead Poisoning Prevention Program staff or records.

VII. General Contract Provisions

- A. TERMINATION. This agreement may be terminated by either party upon thirty (30) days written notice.
- B. CHANGES. The City or MCHD may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, timing, reporting, or performance measures may be approved by the City Project Manager. Any changes to the contract amount, up to twenty-five percent must be approved by the Portland Water Bureau Administrator. A change that exceeds twenty-five percent of the original compensation amount must be approved by ordinance of the City Council.
- C. NON-DISCRIMINATION. In carrying out activities under this contract, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national

origin. Either party shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- D. ACCESS TO RECORDS. Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit.
- E. INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.
- F. INSURANCE. County and City shall each be responsible for providing workers compensation insurance as required by law. Neither party shall be required to provide or show proof of coverage.
- G. SUBCONTRACTING AND ASSIGNMENT. Neither party shall subcontract or assign any part of this agreement without the written consent of the other party.
- H. OREGON LAWS AND FORUM. This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

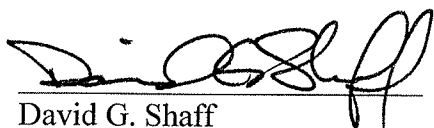
VIII. Period of Agreement

The term of this agreement shall be effective as of July 1, 2010 and shall terminate effective June 30, 2011. The obligations and duties of this Agreement shall be binding on the County during any period the County has control of the funds or program income under this agreement.

Dated this _____ Day of _____, 2010.

CITY OF PORTLAND

MULTNOMAH COUNTY

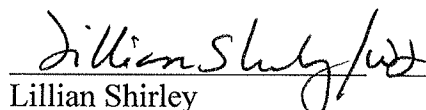


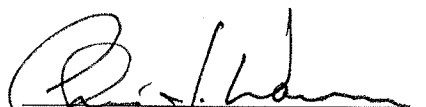
David G. Shaff
Administrator
Portland Water Bureau

05.06.2010
Date

LaVonne Griffin-Valade
Auditor
City of Portland

Date

 9/8/10
Lillian Shirley
Health Department Director
Date




Chris Wanner
Director of Operations

4/22/10
Date

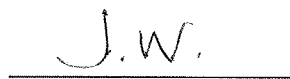
APPROVED AS TO FORM:

REVIEWED:



Linda Meng
City Attorney

4/29/10
Date

 J.W.
Jacqueline A. Weber
County Attorney

4/6/10
Date

ATTACHMENT A

**Multnomah County
Lead Poisoning Prevention Program
July 1, 2010-June 30, 2011**

Lead Poisoning Prevention Program LeadLine and Mobile Blood Lead Screening Budget	
Expenditure	Cost
Personnel	\$109,190
Materials and Services	\$15,134
Indirect	\$10,676
TOTAL BUDGET	\$135,000