

AMENDMENT #1 to  
INTERAGENCY AGREEMENT # 70A000028

1. This agreement is between the State of Oregon Acting by and through its Department of Consumer and Business Services, (DCBS) Oregon Occupational Safety and Health Division (OROSHA), and The Oregon Health Authority, Public Health Division.
2. The Contract is hereby amended as follows (new language is indicated by bold underlining font, and deleted language is indicated by strikethrough font).

3. Compensation

DCBS/OR-OSHA will compensate OHA for work performed under this Agreement as set out in Exhibit A and incorporated by reference. Payment is full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services. DCBS/OR-OSHA will provide total payment of ~~\$27,000~~36,000 to OHA in ~~six~~ eight quarterly payments of \$4,500 as stated in Exhibit A. The parties may amend this Agreement in accordance with this contract.

4. Term of Agreement

This Agreement is effective ~~January 1, 2014~~ July 1, 2015 through June 30, ~~2015~~ 2017.

5. Project Manager

- a.) For the DCBS, Attention: Penny Wolf-McCormick, Health Enforcement Manager, Oregon Occupational Safety and Health Division, Fremont Place, Building 1, 1750 NW Naito Parkway, Ste 112, Portland, Oregon 97209-2533; Phone: (971) 673-2905 Email: penny.l.wolf-mccormick@state-or-us oregon.gov.
- b.) For the OHA, Attention: Curtis Cude, Program Manager, Oregon Public Health Division, 800 NE Oregon St, Suite 640, Portland, Oregon 97232; Phone: (971) 673-0975; Email: curtis.g.cude@state.or.us.

Exhibit A

I. FINANCIAL MATTER

DCBS/OR-OSHA agrees to provide funding to the Adult Blood Lead Epidemiology Surveillance Program (ABLES) in exchange for elevated blood lead level (BLL) data. DCBS/OR-OSHA will provide a total payment of ~~\$27,000~~36,000 to OHA in ~~six~~eight quarterly installments of \$4,500.00 for payment

II. STATEMENT OF WORK

Task 1 – Time period ~~January 01, 2014~~July 1, 2015 – ~~March 31, 2014~~September 30, 2015. Due on or before ~~June 30, 2014~~December 31, 2015, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

Task 2 – Time period ~~April 01, 2014~~ October 1, 2015 – ~~June 30, 2014~~ December 31, 2015. Due on or before ~~September 30, 2014~~ March 31, 2016, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

Task 3 – Time period ~~July 01, 2014~~ January 1, 2016 ~~September 30, 2014~~ March 31, 2016. Due on or before ~~December 31, 2014~~ June 30, 2016, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

Task 4 -- Time period ~~October 01, 2014~~ April 1, 2016 -- ~~December 31, 2014~~ June 30, 2016. Due on or before ~~March 31, 2014~~ September 30, 2016, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

Task 5 -- Time period ~~January 1, 2015~~ July 1, 2016 -- ~~March 31, 2015~~ September 30, 2016. Due on or before ~~June 30, 2015~~ December 31, 2016, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

Task 6 -- Time period ~~April 1, 2015~~ October 1, 2016 -- ~~June 30, 2015~~ December 31, 2016. Due on or before ~~September 30, 2015~~ March 30, 2017, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

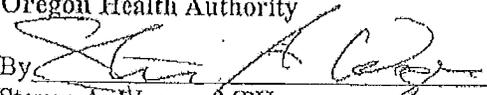
Task 7 -- Time period January 1, 2017 -- March 31, 2017. Due on or before June 30, 2017, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

Task 8 -- Time period April 1, 2017 -- June 30, 2017. Due on or before September 30, 2017, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

Task 79 -- When ABLES becomes aware of a BLL  $\geq$  25 ug/dL, ABLES will forward the individual case info (deidentified) to OR-OSHA as soon as possible, but not longer than 2 weeks of awareness.

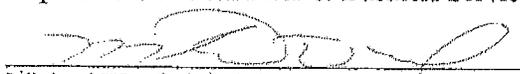
6. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Oregon Health Authority

By   
Steven A. Wagner, MPH  
Administrator, Center for Health Protection

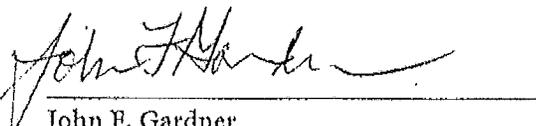
15 MAY 2015  
Date

Department of Consumer & Business Services

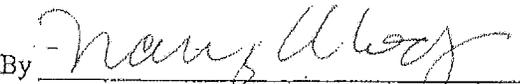
  
Michael Wood, Administrator, OR-OSHA

5/22/2015  
Date

Office of Contracts & Procurement Review:

  
John F. Gardner  
Procurement & Contract Specialist

5/20/15  
Date

By   
Nancy A. Cody, Designated Procurement Officer

5/28/15  
Date

**INTERAGENCY AGREEMENT  
BETWEEN  
THE DEPARTMENT OF CONSUMER AND BUSINESS SERVICES,  
OREGON OCCUPATIONAL SAFETY AND HEALTH DIVISION  
AND  
THE OREGON HEALTH AUTHORITY,  
PUBLIC HEALTH DIVISION**

The Department of Consumer and Business Services (DCBS), Oregon Occupational Safety and Health Division (OR-OSHA), administers the Oregon Safe Employment Act (ORS 654) and enforces the Oregon Occupational Safety and Health Rules which establish minimum safety and health standards for all industries.

The Oregon Health Authority (OHA), Public Health Division, promotes health and preventing the leading causes of death, disease and injury in Oregon.

**TERMS:**

1. Scope of OHA Services  
OHA shall provide those services set out in attached Exhibit A and Exhibit B and incorporated by reference.
2. Scope of DCBS Services  
DCBS shall provide those services set out in attached Exhibit C and incorporated by reference.
3. Compensation  
DCBS/OR-OSHA will compensate OHA for work performed under this Agreement as set out in Exhibit A and incorporated by reference. Payment is full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services. DCBS/OR-OSHA will provide total payment of \$27,000 to OHA in six quarterly payments of \$4,500 as stated in Exhibit A. The parties may amend this Agreement in accordance with Section 8. below.
4. Term of Agreement  
This Agreement is effective January 1, 2014 through June 30, 2015.
5. Project Manager

The names and contact information for the Project Managers under this Agreement, to whom all notices regarding this Agreement must be sent, are as follows:

- a.) For the DCBS, Attention: Penny Wolf-McCormick, Health Enforcement Manager, Oregon Occupational, Safety and Health Division, Fremont Place, Building 1, 1750 NW Naito Parkway, Ste 112, Portland, Oregon 97209-2533; Phone: (971) 673-2905 Email: [penny.l.wolf-mccormick@state.or.us](mailto:penny.l.wolf-mccormick@state.or.us).
- b.) For the OHA, Attention: Brett Sherry, Program Manager, Oregon Public Health Division, 800 NE Oregon St, Portland, Oregon 97232; Phone: (971) 673-0442; Email: [brett.w.sherry@state.or.us](mailto:brett.w.sherry@state.or.us).
- c.) Any change in the above information will be communicated in writing.

6. Assignment

OHA will not assign the Agreement, in whole or in part, or any right or obligation, without the prior written approval of DCBS.

7. Provisions for Review and Updating

OHA/Public Health and DCBS/OR-OSHA staff will meet as needed to review program effectiveness.

8. Modification of Agreement during Its Term

This Agreement may be amended or modified during its term by mutual consent of the parties. Amendments may be proposed by either party by written notice to the other party and shall become effective upon signing by both parties.

9. Termination

This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon 30 days notice in writing, and delivered by certified mail or in person.

Termination or modification of this agreement pursuant to this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

10. Entire Agreement

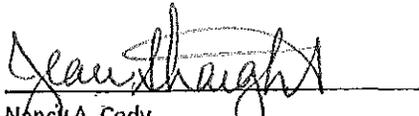
THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. AGENCY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

11. Signatures

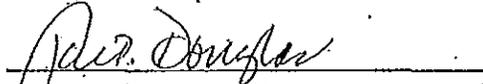
Department of Consumer and Business  
Services, OR-OSHA



Michael Wood  
Administrator, OR-OSHA

for   
Nancy A. Cody  
Designated Procurement Officer

OREGON HEALTH AUTHORITY



Jae P. Douglas, PhD, MSW  
Administrator, Center for Prevention and Health  
Promotion

OCP Review  
 4/15/14

## EXHIBIT A

### DESCRIPTION OF SERVICES TO BE RENDERED BY OREGON HEALTH AUTHORITY, PUBLIC HEALTH DIVISION

#### I. DESCRIPTION OF SERVICES

The Adult Blood Lead Epidemiology and Surveillance (ABLES) Program is located in the Public Health Division of the Oregon Health Authority (OHA). The ABLES Program is a surveillance system under which OHA provides information to Oregon Occupational Safety and Health Division (OR-OSHA) on elevated blood lead levels (BLL) among adults. The current ABLES case definition for elevated blood lead levels for adults (aged 16 and older) is a blood lead concentration equal to or greater than 10 ug/dL. OR-OSHA utilizes this information to determine places of employment that may be exposing employees to lead in the workplace in violation of the Oregon Safe Employment Act (ORS 654).

#### II. FINANCIAL MATTER

DCBS/OR-OSHA agrees to provide funding to the ABLES Program in exchange for elevated BLL data. DCBS/OR-OSHA will provide a total payment of \$27,000 to OHA in six quarterly installments of \$4,500.

#### III. STATEMENT OF WORK

Prescribed report format for data reporting tasks below: The data listed in the graph in Exhibit B will be provided to OR-OSHA in an EXCEL spreadsheet. Data provided will include variables 1, 2, 6, 8, 9, 10, 11a or 11b, 12 for all BLL  $\geq$  10 ug/dL AND additional data for variables 15, 16, and 18 for all BLL  $\geq$  25 ug/dL. The ABLES program ultimately aims to collect the complete list of variables for all BLL tests, and will supply this information as available.

Quarterly data will be provided to OSHA according to the dates listed below:

**Task 1** – Time period January 01, 2014 – March 31, 2014. Due on or before June 30, 2014, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

**Task 2** – Time period April 01, 2014 – June 30, 2014. Due on or before September 30, 2014, ABLES will submit data for this time period in the prescribed format. After data has been accepted by OR-OSHA, ABLES will submit an invoice for \$4,500.00 for payment.

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Task 7 – When ABLES becomes aware of a BLL  $\geq$  25 ug/dL, ABLES will forward the individual case info (deidentified) to OR-OSHA as soon as possible, but not longer than 2 weeks of awareness.

Deliverables will be sent by email to Penny Wolf-McCormick, Health Enforcement Manager. Data acceptance for tasks 1-4 require industry codes for 80% or more of the reports with BLL  $\geq$  25 ug/dL.

After the data has been accepted by OR-OSHA, the invoice will be sent to:

Nancy Boehmer  
Department of Consumer and Business Services  
OR-OSHA  
PO Box 14480  
350 Winter St., Room 430  
Salem, OR 97309

**EXHIBIT B – VARIABLE FORMAT INSTRUCTIONS FOR ALL ABLES DATA SUBMISSIONS**

1. StateRep	2	Text	2-letter Postal State abbreviation for the State making this report.  <i>[Note: This should be a constant and must be present]</i>
2. StateRes	2	Text	2-letter Postal State abbreviation for State in which the adult resides.  99 = Unknown. CN = Canada, MX = Mexico.
3. CountyRes	3	Text	3-digit county Federal Information Process Standards (FIPS) code for county of residence of the adult.  999 = Unknown.
4. StateExp	2	Text	2-letter Postal State abbreviation for State where exposure occurred.  99 = Unknown, CN = Canada, MX = Mexico.  <i>[Note : Code StateExp only if you are sure of exposure location (do not make assumptions)]</i>
5. CountyExp	3	Text	3-digit county FIPS code for county where exposure occurred.  999 = Unknown.
6. ID	15	Text	State-assigned unique ID number for adult (ID must remain constant from year to year) with 15 characters maximum. If all characters are not used, leave the missing ones blank, and left justify. Do not fill with zeros.  <i>[Note: Do not use any personal identifier such as an SSN or name for ID.]</i>
7. Status	1	Text	For adults with BLLs $\geq 10$ $\mu\text{g}/\text{dL}$ :  1 = New case.  An adult whose highest BLL was $\geq 10$ $\mu\text{g}/\text{dL}$ in the current calendar year who was not in the State lead registry in the immediately preceding calendar year with a BLL $\geq 10$ $\mu\text{g}/\text{dL}$ . This adult may have been in the registry with a BLL $\geq 10$ $\mu\text{g}/\text{dL}$ in earlier calendar years or with a BLL $< 10$ $\mu\text{g}/\text{dL}$ in the immediately preceding calendar year.  <i>[Note: A new case should remain coded 1 for all other BLL tests for the adult done in the same calendar year.]</i>

	<p><b>2 = Existing case.</b></p> <p>An adult whose highest BLL was <math>\geq 10 \mu\text{g/dL}</math> in the current calendar year who was in the registry in the immediate preceding calendar year with a BLL <math>\geq 10 \mu\text{g/dL}</math>.</p> <p><b>9 = Unknown</b></p> <p>For adults with BLLs <math>&lt; 10 \mu\text{g/dL}</math>:</p> <p><b>3 = Unclassified Adult.</b></p> <p>An adult whose highest BLL was <math>&lt; 10 \mu\text{g/dL}</math>, about whom you have collected insufficient information to determine whether he/she is a new or existing adult in the State registry.</p> <p><b>4 = New adult.</b></p> <p>An adult whose highest BLL was <math>&lt; 10 \mu\text{g/dL}</math> who was not in the State lead registry in the preceding calendar year with a BLL either less than or greater than <math>10 \mu\text{g/dL}</math>. This adult may have been in the registry in earlier years.</p> <p><b>5 = Existing adult.</b></p> <p>An adult whose highest BLL was <math>&lt; 10 \mu\text{g/dL}</math> who was in the registry in the preceding calendar year with a BLL either less than or greater than <math>10 \mu\text{g/dL}</math>.</p> <p><i>[Note: Codes 3-5 are provided to facilitate the reporting of the lower BLLs. The use of Code 3 should be rare as should the use of Code 9.]</i></p>
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8. BLLDate	10	Date	Date blood drawn or date of lab BLL test. MM/DD/YYYY <i>[Note: Change short date under control panel/regional options to reflect MM/DD/YYYY.]</i>
9. DateType	1	Text	1 = Date of blood draw (preferred) 2 = Date of laboratory test (acceptable) 3 = Date of health department ascertainment (acceptable) 9 = Unknown
10. BLL	3	Numeric	Blood lead level, 3 digits no decimal, right justify.
11a. DOB	10	Date	Date of Birth (MM/DD/YYYY) <i>[Note: If DOB unavailable, you may leave blank and code Age]</i>
11b. Age	3	Numeric	Age in years, right justify, no decimal. 999 = Unknown <i>[Note: If DOB provided, you may leave Age blank]</i>
12. Sex	1	Text	1 = Male 2 = Female 3 = Other 9 = Unknown
13. Ethnicity	1	Text	Self-identified: 0 = No (Not Hispanic or Latino) 1 = Yes (Hispanic or Latino) 9 = Unknown
14. Race	1	Text	1 = American Indian & Alaskan Native 2 = Asian

			<p>3 = Black</p> <p>4 = White</p> <p>5 = Hawaiian/Pacific Islander</p> <p>6 = Mixed</p> <p>7 = Other</p> <p>9 = Unknown</p>
15. WorkRel	1	Text	<p>This is your determination on whether the exposure was work related.</p> <p>1 = Work related</p> <p>2 = Not work related</p> <p>3 = Both</p> <p>9 = Unknown</p> <p><i>[Note: Code 1, 2 or 3 only if you are sure of the exposure source. Code 9 if you do not know]</i></p>
16. NAICS	6	Text	<p>North American Industry Classification System 2002. If all 6 digits NAICS codes are unavailable, complete with as many as possible, leave the missing ones blank, and left justify. Do not fill with zeros.</p> <p>999 = Unknown</p> <p><i>[Note: If WorkRel is coded 1 or 3, NAICS should have a valid code which includes 999.]</i></p> <p><i>Include NAICS codes, if available, even if WorkRel is coded 2 or 9.]</i></p> <p><a href="http://www.naics.com/search.htm">http://www.naics.com/search.htm</a></p>

Variables format instructions for all ABLES data submissions.

Revised: 04/20/2010

17. COC	4	Text	<p>Census Occupation Codes 2002. If all 4 digits COC codes are unavailable, complete with as many as possible, leave the missing ones blank, and left justify. Do not fill with zeros.</p> <p>9990 = Unknown</p> <p><i>[Note: If WorkRel is coded 1 or 3, COC should have a valid code or 990 If WorkRel is coded 2 or 9, include COC codes if available, or COC can also be blank]</i></p> <p><a href="http://www.census.gov/hhes/www/loindex/loindex02/view02.html">http://www.census.gov/hhes/www/loindex/loindex02/view02.html</a></p>
18. Process	50	Text	<p>Process is defined as a narrative of the non-occupational avocation or activity from which the adult was exposed to lead.</p> <p>NA = Non-applicable.</p> <p><i>[Note: If WorkRel is coded 2 or 3, Process should have a narrative entry, a code, or 999.]</i></p> <p><i>[Note: If WorkRel is coded 1 or 9, Process can be coded NA or blank.]</i></p> <p><i>[Note: While it is acceptable to use the following codes for the most frequent process categories, we prefer that you include text descriptions so that the need for new categories or new exposures can be assessed.]</i></p> <p>1 = Shooting firearms (target shooting)</p> <p>2 = Remodelling/renovation/painting</p> <p>3 = Casting (e.g., bullets, fishing weights)</p> <p>4 = Ceramics</p> <p>5 = Stained glass</p>

		<p>6 = Retained bullets (gunshot wounds)</p> <p>7 = Pica (the eating of non-food items)</p> <p>8 = Eating from leaded cookware</p> <p>9 = Eating food containing lead (e.g., imported candy)</p> <p>10 = Drinking liquids containing lead (e.g., moonshine)</p> <p>11 = Taking complementary and alternative medicines (e.g., Ayurvedic medications)</p> <p>12 = Retired (This could be a former lead worker; try to get NAICS and COC)</p> <p>13 = Other--please provide text descriptions for sources not listed above.</p> <p>999 = Unknown</p>
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Note: Variable formats may change to meet emerging guidelines for surveillance systems.

**EXHIBIT C**

**DESCRIPTION OF SERVICES TO BE RENDERED BY DEPARTMENT OF CONSUMER AND BUSINESS  
SERVICES, OR-OSHA**

Oregon OSHA will utilize the information provided by OHA to determine places of employment that may be exposing employees to lead in the workplace in violation of the Oregon Safe Employment Act (ORS 654). Places of employment that may be exposing employees to lead will be referred to enforcement for potential inspection activity.