

EXHIBIT A

INTERAGENCY AGREEMENT BETWEEN
THE CITY OF MEMPHIS DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
AND
SHELBY COUNTY GOVERNMENT ON BEHALF OF THE SHELBY COUNTY HEALTH
DEPARTMENT

FOR
LEAD HAZARD REDUCTION DEMONSTRATION GRANT 2016-2019

This Interagency Agreement made this ____ day of _____, 20__ by and between the City of Memphis, Tennessee, by and through its Division of Housing and Community Development, with principal offices at 701 North Main Street, Memphis, Tennessee 38107, hereinafter “City” or “HCD”, and Shelby County Government on behalf of the Shelby County Health Department, hereinafter “Health Department” or “SCHD”, located at 814 Jefferson Avenue, Memphis, TN 38105, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged,

WITNESSETH:

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Memphis a Lead Based Paint Hazard Reduction Demonstration grant totaling \$ **3,714,272.00** (hereinafter “the grant”) for the purpose of reducing lead-based paint hazards in single and multi-family rental units; and

WHEREAS, the grant includes **three hundred ninety-seven thousand one hundred twenty-eight dollars (\$ 397,128.00)** in funds for the Shelby County Health Department to provide blood lead testing, parent/guardian education, nurse follow-up visits, clearances for units receiving lead hazard control, nurse community outreach, and education regarding lead poisoning prevention.

NOW THEREFORE, the parties to this agreement, for the considerations set forth below, do here and now bind themselves to the following terms and conditions:

I. PROGRAM DESCRIPTION

A. Health Department

Under the terms of this agreement, HCD will provide **three hundred ninety-seven thousand one hundred twenty-eight dollars (\$ 397,128.00)** in funds to the Health Department to provide blood lead testing, nurse follow-up visits, clearances on the units receiving lead hazard control, and outreach and education for parents/guardians of lead poisoned children. The program will be operated between July 1, 2016 and June 30, 2019 or as may be hereafter amended by mutual agreement of both parties, provided however that the City shall pay the Health Department for

clearance tests performed between May 1, 2016 and September 30, 2019, inclusively, on properties designated by the City for testing under the grant and, inclusively, on the same properties, as if those tests had been performed between July 1, 2016 and June 30, 2019. The Health Department will provide qualified staff to carry out various program activities in coordination with HCD on behalf of the Lead Hazard Reduction Demonstration Grant (LHRD), including:

- Provide the services of a certified Lead Risk Assessor to perform clearance testing on units receiving lead hazard control activities;
- Provide a Public Health Nurse to perform blood lead testing on children living in units identified as potential units, as well as children who will live in units which were vacant at the time of lead hazard reduction;
- Provide follow-up blood lead testing for children living in units that received lead hazard control;
- Provide parent/guardian education about lead poisoning, which includes specialized house cleaning with cleaning kits that will be provided by SCHD (but paid for by HCD); perform follow-up visits for all of the above cases;
- Coordinate with the grant manager in establishing a community education program on the risks and dangers of lead based paint and childhood lead poisoning;
- Provide clearance testing within a 24 hour period, but reserve the right to provide clearance in a 48 hour period in the event of a priority blood lead level. The clearance testing fee of \$300 includes all laboratory analysis costs; and
- Provide required reports on grant activities.

B. Housing and Community Development (HCD)

Under the Lead Hazard Reduction Demonstration Grant, HCD will:

- Provide payment for a portion of the salary and fringe benefits for a Public Health Nurse for the term of this agreement, as is outlined in the attached budget (Exhibit A-1);
- Provide payment for a portion of the salary and fringe benefits for an Environmental Technician Specialist for the term of this agreement, as is outlined in the attached budget (Exhibit A-1);
- Pay the Health Department \$ 300.00 per occurrence to perform clearance testing on residential units that receive lead hazard control activities (the Health Department will be responsible for all additional clearances);
- Provide reimbursement for blood lead testing supplies, mileage reimbursements for the employees funded by this Agreement and for the Program Supervisor (at the Shelby County Government mileage reimbursement rate), blood lead analysis, and environmental sample analysis (invoices for these expenditures must include supporting documentation); and
- Have final responsibility for the overall administration of the HUD Lead Hazard Reduction Demonstration Grant and for meeting contractual, financial, and administrative requirements of the grant.

II. HEALTH DEPARTMENT SCOPE OF SERVICES

A. Clearance Testing

1. **Use of Funds:** A fee of \$ 300.00 per clearance will be paid to the Health Department to perform clearance testing by means of dust wipes according to HUD guidelines and Tennessee State law. This fee includes the cost of laboratory analysis based on \$ 10.00 per sample, 30 samples per unit. Payment for this service will be made upon receipt of an invoice with supporting documentation. A fee of \$ 300.00 will be paid for the additional clearances due to failure of the initial clearance test. Payment for these services will be the responsibility of the HCD-selected abatement construction contractor, and clearance will not occur until payment in the form of a money order or cashier's check has been received by the Health Department.
2. **Reporting of Clearance Results:** Clearance results shall be reported to HCD within 24 hours from the time the clearance was performed, except as provided in Part I. A. above.

B. Lead Poisoning Prevention and Testing

1. **Use of Funds:** Funds provided in this category include a portion of the salary and fringe benefits for a Public Health Nurse to provide blood lead screening of children under age six who reside or will reside in treated units; outreach and education of parents/guardians about specialized house cleaning, hygiene and nutrition; and follow-up visits with families enrolled in the program. Funds provided in this category include a portion of the salary and fringe benefits for an Environmental Tech Specialist (Lead Inspector) to perform clearance testing of Lead Hazard Control work.
2. **Blood Lead Testing:** Venous blood lead tests will be done on children under the age of six years when determined necessary by the Nurse. In the case of levels >5 ug/dL, the child's parent/guardian will receive counseling and medical referral to aid in reducing blood lead levels in accordance with Health Department and Centers for Disease Control and Prevention guidelines.
3. **Referral, Monitoring and Counseling:** The Health Department will provide referrals of children under the age of six years with an elevated blood lead level of >5 ug/dL to HCD to assess program eligibility. The Health Department responsibilities are as follows:
 - Serve as a liaison between the child's parent/guardian, the primary care physician, and other members of the LHRD;
 - Complete residential environmental questionnaire;
 - Provide education for parents/guardians about specialized house cleaning techniques to minimize lead hazard exposure, hygiene and nutrition;
 - Contact each family as needed from the time they are referred to the LHRD until blood lead levels are at an acceptable level through the term of this agreement;

- Make monthly follow-up visits to families of elevated children in order to monitor effectiveness of program outreach and education to assure that they understand the importance of maintaining a clean environment;
- Maintain medical records on families referred to the LHRD;
- Maintain a monthly activity report of families visited.

4. **Follow-up Testing:** Following lead hazard control and six months after a family has moved back into the unit, the Nurse shall obtain a follow-up blood lead test for each child in the unit through the term of this agreement.

5. **Reporting and Communication:** Monthly meetings will be held to discuss the program's success and other related issues. All blood lead results will be tracked and maintained in the Health Department's STELLAR database. Quarterly reports relating to this HUD grant period will be provided to the LHRD Lead Manager for the purpose of reporting program activities to HUD. These quarterly reports will be provided on or before the twenty-first day of the month following the reporting period.

C. Process and Procedures

1. Monthly meetings will be held with the Health Department and the LHRD team to discuss program success and other related issues.
2. The Health Department will provide HCD with referrals of properties housing children under the age of six years who have a blood lead level of >5ug/dL. These referrals will be made on a standard referral form provided by the LHRD.

III. CONTRACT TERMS

Term of Contract: The services under this contract will be performed from July 1, 2016 and June 30, 2019 and for services that occurred between May 1, 2016 and September 30, 2019 as found in Section 1. A. of this agreement, or as may hereafter be amended by mutual written agreement of both parties. Eligible costs incurred during the terms of this contract, but prior to its execution, shall be eligible for reimbursement.

1. Source and Availability of Funds: These funds shall be awarded through a portion of the City's awarded Lead Hazard Reduction Demonstration Grant funds and disbursed through the Division of Housing and Community Development. The City shall be responsible for making the appropriate allocation and disbursement of said funds as made available through this federal grant. If said funds are not available to the City then this contract terminates automatically.

2. Budget: The maximum amount of this contract shall be three hundred ninety-seven thousand one hundred twenty-eight dollars (\$ 397,128.00). Funds for the project shall be spent according to the budget found in Exhibit A-1. No expenditures in excess of 10% of the cost in the budget shall be made prior to obtaining HCD's approval to revise the budget.

3. Payment for Services: The Health Department shall provide monthly reimbursement requests to HCD for services performed and medical supplies as well as back up data. HCD shall promptly review each monthly request, make or request necessary corrections and approve payment. The Health Department should allow up to fifteen working days for this payment process after the monthly expenditure report has been approved.

4. Amendments/Termination: Amendments to this agreement or to the contract budget may be made by mutual agreement of HCD and the Health Department with final approval from HUD. This agreement may be terminated by mutual agreement upon thirty days written notice.

5. Assignability/Transfer: The Health Department agrees that it shall not assign or transfer any benefits under this agreement without the advanced written permission of HCD.

IV. OTHER FEDERAL AND LOCAL REQUIREMENTS

The Health Department will administer the program in compliance with all applicable Federal, State, and local regulations governing the HUD funds and other relevant aspects of the project.

1. Allowable Costs: Reimbursement of allowable costs incurred under this agreement shall be determined in accordance with OMB Circular A-87.
2. Inspection, Review and Acceptance of Work: Inspection, review and acceptance of work shall be the responsibility of HUD's designated HUD Government Technical Representative. The Health Department agrees to allow inspections and review of work or other physical materials and products under this agreement.
3. Uniform Administrative Requirements: The Health Department will conform to all applicable provisions of 2 CFR Part 200, "Uniform Administrative Requirements for

Grants and Cooperative Agreements to State and Local Governments", which are incorporated herein by reference.

4. Shelby County Government is a self-insured entity.
5. The County has no obligation to provide legal counsel or defense to HCD or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this agreement against HCD as a result of or relating to obligations under this agreement.
6. HCD shall immediately notify the Health Department, c/o Shelby County Government, Contracts Administration, 160 North Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against HCD or its subcontractors regarding any matter resulting from or relating to Health Department obligations under this agreement and will cooperate to the extent possible with the County in the defense or investigation thereof.
7. Pursuant to state law, Shelby County Government/Health Department has opted out of the Tennessee statutory scheme for workers compensation coverage, electing instead to cover all such claims under its On-the-Job Injury ("OJI") Program. The Health Department will provide OJI for all of its eligible employees.
8. The Health Department agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of this Contract. The Health Department shall upon request show proof of such non-discrimination and shall post notices of non-discrimination in conspicuous places available to all employees and applicants.
9. The Health Department agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The Health Department shall upon request show proof of such non-discrimination and shall post notices of non-discrimination in conspicuous places available to all employees and applicants.
10. If applicable, the Health Department agrees to comply with all regulations as they appear in OMB Circular A-110 implemented at 24 CFR Part 84.34 with regard to management of equipment purchased with Federal funds.

- 11.** No Federal appropriated funds may be paid by or on behalf of the Health Department to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with a HUD Program contract, grant, loan or cooperative agreement, the Health Department shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction. The Health Department shall require that the language of this paragraph be included in the award documents of all subordinate agreements at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 12.** The Health Department agrees that it will maintain a drug free workplace in accordance with the requirements of 24 CFR 21, Subpart F and shall administer a policy for drug and alcohol free facilities.
- 13.** Nothing in this Contract shall be deemed to represent that the Health Department, or any of the Health Department's employees or agents, are the agents, representatives or employees of the City of Memphis or HCD. The Health Department shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Contract which may appear to give the HCD the right to direct the Health Department as to the details of the performance of its business, or to exercise a measure of control over the Health Department, is for the purpose of compliance with HUD regulations and other local, state and federal regulations, and shall mean that the Health Department shall follow the desires of the HCD only as to the intended results of the scope of this Contract.
- 14.** The Health Department certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain and maintain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the HCD, upon request. The Health Department is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the Fair Labor Standards Act, Occupational Safety and

Health Administration (OSHA), and the Americans with Disabilities Act (ADA). The Health Department shall promptly notify the HCD of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. In the event the Health Department fails to comply with any and all local, state and federal laws, rules, or regulations, this agreement may be canceled, terminated or suspended in whole or in part by the HCD.

15. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other Contract, whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
16. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part thereof. The remaining provisions of the Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
17. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

V. NOTICES

All notices or demands hereunder shall be given in writing and shall be deemed to have been sufficiently given for all purposes when presented personally or sent by registered or certified mail to any party hereto at the address set forth below or at such other address as either party shall subsequently designate in writing:

If to Shelby County Health Department:

Alisa R. Haushalter, Director
Shelby County Health Department
814 Jefferson Avenue
Memphis, TN 38105

And

Shelby County Government
Contract Administration
160 N. Main Street – Suite 950
Memphis, TN 38103

If to the HCD:

Paul A. Young, Director
Housing and Community Development
City of Memphis
701 North Main Street
Memphis, TN 38107

With a copy to:

Bruce McMullen,
Chief Legal Officer/City Attorney
City of Memphis
125 North Main Street, Room 336
Memphis, TN 38103

And a copy to:

Patrick Smith
Administrator HCD
Housing and Community Development
701 North Main Street
Memphis, TN 38107

VI. HIPAA

HCD warrants to the Health Department and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as codified at 42 U.S.C. 1320d and the Health Information Technology for Economic and Clinical Health Act of 2009, as codified as 42 U.S.C. Section 13001 (“HITECH Act”) and any current or future regulations promulgated thereunder, including without limitation, business associate agreements, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to here as “HIPAA Requirement.” The parties agree not to use or further disclose any Protected Health Information of Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. HCD warrants that it will cooperate with the Health Department and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA and the HITECH Act, including cooperation and coordination with Health Department and State privacy officials and other compliance officers required by HIPAA and the HITECH Act and their regulations. HCD will sign any documents that are reasonably necessary to keep the

State and the Health Department in compliance with HIPAA and the HITECH Act, including, but not limited to, business associate agreements.

VII. JURISDICTION

This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Health Department agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

VIII. SURVIVAL

The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

SIGNATURE PAGE NEXT

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IN WITNESS WHEREOF, the City of Memphis and Shelby County have each duly executed this Agreement, or caused to be duly executed, this Agreement as of the date first above written.

CITY OF MEMPHIS

COUNTY OF SHELBY

Jim Strickland, Mayor

Mark H. Luttrell Jr., Mayor

Paul A. Young, Director of HCD

Alisa R. Haushalter, Director of SCHD

Bruce McMullen, Chief Legal Officer
/City Attorney

Contracts Admin/Asst. County Attorney

ATTEST:

Comptroller

EXHIBIT A-1

SHELBY COUNTY GOVERNMENT
DIVISION OF HEALTH SERVICES COMMUNITY HEALTH SERVICES BUREAU
July 1, 2016 - September 30, 2019

327-400513 Lead Hazard Demonstration Grant

Acct#	Account Name		Budget
4405	Other Intergov - Fed & Local	\$	(397,128)
5102	Salaries & Labor		181,000
5510	Retirement Benefits - County		30,532
5511	Other Post-Employment Benefits		11,474
5516	Medicare Employer Contributions		2,624
5520	Group Life Insurance Benefit		758
5543	Group Health Insurance - HMO		36,348
5560	Long Term Disability Benefit		578
5591	On-Job-Injury Benefit Expense		1,086
5592	Unemployment Compensation Benefit		295
6014	Custodial & Cleaning Supplies		8,233
6023	Educational Supplies & Materials		8,000
6042	Materials - Operational		10,000
6046	Medical & Lab Supplies		15,000
6052	Office Supplies		4,000
6436	Insurance-Property & Liability		2,000
6443	Laboratory & Testing Services		65,600
6446	Local Transportation		14,600
6450	Permits, Licenses, & Fees		5,000
		\$	-