

**AMENDMENT #4 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 (OHA).
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/OROSHA 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/OROSHA will provide total payment of \$40,000.00 to OHA in eight quarterly payments of \$5,000.00 as stated in Exhibit A.~~ **DCBS/OROSHA's cumulative payments under this agreement will not exceed \$179,000.00. Payments will be made quarterly, as described in Exhibit A.** The parties may amend this Agreement in accordance with this contract.

4. Term of Agreement

~~The purpose of Amendment #3 is to extend for time and compensation, and add services.~~

~~This Agreement is effective July 1, 2019 through June 30, 2021.~~

**This Agreement is effective January 1, 2014 and shall expire on June 30, 2023, unless terminated early in accordance with Section 9.**

3. Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A
4. 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.

*[Signatures on the follow page]*

5. Signatures

**Oregon Health Authority**

By: Andre Ourso

Printed  
Name: Andre Ourso

Title: Administrator

Date: 5/26/21

**Department of Consumer & Business Services Oregon  
Occupational Safety and Health Division**

Reviewed by: Julie Love  
Julie Love

Title: OROSHA Deputy Administrator

Date: 5/27/2021

Executed by: Nancy A. Cody  
Nancy A. Cody

Title: Designated Procurement Officer

Date: 5/27/2021

*Approved Pursuant to ORS 279A.140*

**DEPARTMENT OF ADMINISTRATIVE SERVICES:**

By: Not Required per OAR 125-246-0365(4)

*Approved Pursuant to ORS 291.047*

**DEPARTMENT OF JUSTICE:**

By: Not Required per ORS 190.430

**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) and elevated levels of cadmium in urine 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 µg/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). The current ABLES case definition for elevated levels of cadmium in urine for adults (aged 16 and older) is a detectable urine cadmium concentration greater than or equal to 2 µg/g creatinine.

**II. FINANCIAL MATTER**

DCBS/OROSHA agrees to provide funding to the ABLES Program in exchange for elevated BLL and cadmium data as per the following payment schedule:

- January 1, 2014 – June 30, 2015: DCBS/OROSHA will provide to OHA six quarterly installments of \$4,500.00 upon acceptance of the data.
- July 1, 2015 – June 30, 2019: DCBS/OROSHA will provide to OHA eight quarterly installments of \$4,500.00 upon acceptance of the data.
- July 1, 2019 – June 30, 2021: DCBS/OROSHA will provide to OHA eight quarterly installments of \$5,000.00 upon acceptance of the data.
- July 1, 2021 – June 30, 2023: DCBS/OROSHA will provide to OHA eight quarterly installments of \$5,000.00 upon acceptance of the data.

**III. STATEMENT OF WORK**

- a) **Prescribed report format for data reporting tasks below:** The data listed in the graph in Exhibit B will be provided to OROSHA in an EXCEL spreadsheet. Data provided will include variables 1, 2, 6, 8, 9, 10, 11a or 11b, 12 for all BLL >= 10 ug/dL AND additional data for variables 15, 16, and 18 for all BLL >= 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.
- b) **ABLES** will submit data for the following time periods in the format described in Exhibit B:

Task #	Time Period	Data Due on or Before	Payment Amount
1	1/1/2014 - 3/31/2014	6/30/2014	\$ 4,500.00

2	4/1/2014 - 6/30/2014	9/30/2014	\$ 4,500.00
3	7/1/2014 - 9/3/2014	12/31/2014	\$ 4,500.00
4	10/1/2014 - 12/31/2014	3/31/2015	\$ 4,500.00
5	1/1/2015 - 3/31/2015	6/30/2015	\$ 4,500.00
6	4/1/2015 - 6/30/2015	9/30/2015	\$ 4,500.00
7	7/1/2015 - 9/30/2015	12/31/2015	\$ 4,500.00
8	10/1/2015 - 12/31/2015	3/31/2016	\$ 4,500.00
9	1/1/2016 - 3/31/2016	6/30/2016	\$ 4,500.00
10	4/1/2016 - 6/30/2016	9/30/2016	\$ 4,500.00
11	7/1/2016 - 9/30/2016	12/31/2016	\$ 4,500.00
12	10/1/2016 - 12/31/2016	3/31/2017	\$ 4,500.00
13	1/1/2017 - 3/31/2017	6/30/2017	\$ 4,500.00
14	4/1/2017 6/30/2017	9/30/2017	\$ 4,500.00
15	7/1/2017 - 9/30/2017	12/31/2017	\$ 4,500.00
16	10/1/2017 - 12/31/2017	3/31/2018	\$ 4,500.00
17	1/1/2018 - 3/31/12018	6/30/2018	\$ 4,500.00
18	4/1/2018 - 6/30/2018	9/30/2018	\$ 4,500.00
19	7/1/2018 - 9/30/2018	12/31/2018	\$ 4,500.00
20	10/1/2018 - 12/31/2018	3/31/2019	\$ 4,500.00
21	1/1/2019 - 03/31/2019	6/30/2019	\$ 4,500.00
22	4/1/2019 - 6/30/2019	9/30/2019	\$ 4,500.00
23	7/1/2019 - 9/30/2019	12/31/2019	\$ 5,000.00
24	10/1/2019 - 12/31/2019	3/31/2020	\$ 5,000.00
25	1/1/2020 - 3/31/2020	6/30/2020	\$ 5,000.00
26	4/1/2020 - 6/30/2020	9/30/2020	\$ 5,000.00
27	7/1/2020 - 9/30/2020	12/31/2020	\$ 5,000.00
28	10/1/2020 - 12/31/2020	3/31/2021	\$ 5,000.00
29	1/1/2021 - 3/31/2021	6/30/2021	\$ 5,000.00
30	4/1/2021 - 6/30/2021	9/30/2021	\$ 5,000.00

31	7/1/2021 - 9/30/2021	12/31/2021	\$ 5,000.00
32	10/1/2021 - 12/31/2021	3/31/2022	\$ 5,000.00
33	1/1/2022 - 3/31/2022	6/30/2022	\$ 5,000.00
34	4/1/2022 - 6/30/2022	9/30/2022	\$ 5,000.00
35	7/1/2022 - 9/30/2022	12/31/2022	\$ 5,000.00
36	10/1/2022 - 12/31/2022	3/31/2023	\$ 5,000.00
37	1/1/2023 - 3/31/2023	6/30/2023	\$ 5,000.00
38	4/1/2023 - 6/30/2023	9/30/2023	\$ 5,000.00

- c) When ABLES becomes aware of a BLL  $\geq$  25 ug/dL, ABLES will forward the individual case information (deidentified) to OROSHA as soon as possible, but not longer than 2 weeks of awareness.
- d) When ABLES becomes aware of elevated levels of cadmium in urine (standardized to grams of creatinine, reported as  $\geq$  3  $\mu$ g/g creatinine (micrograms per gram creatinine)), or a detectable urine cadmium result measured as  $>$ 300  $\mu$ g per gram of beta-2-microglobulin, ABLES will forward the individual case information (deidentified) to OROSHA as soon as possible, but not longer than 2 weeks of awareness.
- e) All reports made to OROSHA regarding elevated level of cadmium in urine will be summarized and transmitted in the same manner and format for adult blood lead levels.
- f) 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.
- g) After the data has been accepted by OROSHA, Ables will submit an invoice to:

Diana Ratzlaff  
Diana.L.Ratzlaff@oregon.gov  
DCBS/OROSHA  
PO Box 14480  
350 Winter St., Room 11  
Salem, OR 97309