RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Memorandum of Understanding by and between the City of El Paso and the El Paso City-County Health and Environmental District for the purpose of forming a collaboration between the Community Development Lead-Based Paint Hazard Control Program and the District's Childhood Lead Poisoning Prevention Program.

APPROVED this **20th** day of **April, 2004**.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lee Ann B. Koehler
Assistant City Attorney

APPROVED AS TO CONTENT:

Nathalie Prise, Interim Director
Community and Human Development

#99683

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the City of El Paso, on behalf of the Department of Community Development Lead-Based Paint Hazard Control Program (LBPHCP) and the El Paso City-County Health and Environmental District, on behalf of Childhood Lead Poisoning Prevention Program (CLPPP).

WHEREAS, on September 22, 2003 the City of El Paso was awarded a federal grant from the U.S. Department of Housing and Urban Development for a Lead Hazard Control Grant to be administered by the Department of Community and Human Development; and

WHEREAS, the El Paso City-County Health and Environmental District administers a Childhood Lead Poisoning Prevention Program; and

WHEREAS, the City of El Paso and the El Paso City-County Health and Environmental District recognize that it is in the best interest of the El Paso Community to combine available community resources to improve quality of life for its residents.

NOW THEREFORE, be it known that the City of El Paso and El Paso City-County Health and Environmental District hereby enter into this Memorandum of Understanding as follows:

Purpose:

This MOU is for the purpose of forming a collaborative program that will be of mutual benefit to the participants and the agencies of the CLPPP and LBPHCP Programs. By this MOU, the CLPPP and LBPHCP Programs will maximize services and provide higher quality of services to their participants.

This MOU will further serve to clarify the individual areas of responsibility and define the working relationships between the CLPPP and LBPHCP Programs.

Duties:

This MOU sets out the terms and conditions by which the CLPPP and the LBPHCP will collaborate to provide lead poisoning prevention services within the City of El Paso.

LBPHCP will provide the following as per approved protocols and HUD guidelines:

- During the course of their work, refer children under age 6 years to the CLPPP from households where a lead-based paint hazard exists or may exist; and

- Route request for payment on services provided by CLPPP to Department of Community and Human Development for reimbursement to CLPPP.

CLPPP will provide the following as per approved protocols, State and LBPHCP guidelines:

- Perform a screening blood lead test on any child under age 6 years referred by LBPHCP, as well as any other household siblings under age 6;

- Provide anticipatory guidance to children's parents or guardians;

- Ensure child is referred for a confirmatory test should the screening test be 10 micrograms per deciliter or higher;

- Initiate case management on any confirmed blood lead level of 15 micrograms per deciliter or higher;

- Perform or ensure performance of follow up blood lead testing until 2 confirmatory tests done within 12 weeks remain below 10 micrograms per deciliter, or the blood lead level remains below 15 micrograms per deciliter for at least six months;

- Provide a written report to LBPHCP, when a blood lead test has been done on a referred child;

- Submit "referral service completed" information to El Paso City-County Health and Environment District accounting for processing of payment to LBPHCP; and

- When making contact with other eligible families not referred by LBPHCP, refer the families to LBPHCP for inquiries about assistance with a potential lead-based paint hazard in the home, to include providing the current version of the Housing Rehabilitation Program flyer, as supplied by the LBPHCP.

Term of Agreement:

The term of this MOU shall be in effect from the time of execution of both parties until March 31, 2007, with automatic renewal upon the next funding cycle of the LBPHCP.

Termination:

This agreement may be terminated prior to the expiration of the term hereof as follows:

- By mutual agreement of all parties; or

- By any party, with or without cause, upon thirty-day written notice to the other party.

Contact Persons:

CLPPP: Efren Ornelas, Jr., Epidemiology Coordinator, 5515 El Paso Drive, El Paso, TX 79905, (915) 771-5803, fax (915) 771-5801. Alternate Patricia Hall, RN, (915) 771-5805.

LBPHCP: Robert Soto, 2 Civic Center Plaza, 8th Floor, El Paso, TX 79901, Housing Programs Administrator, (915) 541-4346, fax (915) 541-4196. Alternate Ray Alvarado, Lead-Based Paint Hazard Control Program Manager, (915) 541-4345.

APPROVED this **20th** day of **April, 2004**.

THE CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

EL PASO CITY-COUNTY HEALTH
AND ENVIRONMENTAL DISTRICT

By: _____
John M. Tune, M.D. Date
Chairman

By: _____
Jorge Magaña, M.D., F.A.A.P Date
Director

APPROVED AS TO FORM:

Lee Ann B. Koehler
Assistant City Attorney

APPROVED AS TO CONTENT:

Nathalie Prise, Interim Director
Community and Human Development

APPROVED AS TO FORM:

Teresa Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Efren Ornelas, Jr.
Epidemiology Coordinator