

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
HOUSING AUTHORITY OF THE CITY OF MILWAUKEE AND THE CITY OF
MILWAUKEE**

This Intergovernmental Cooperation Agreement (“Agreement”) is entered into as of the 1st day of June, 2023 (“Effective Date”), pursuant to Wis. Stat. § 66.0301, by and between the Housing Authority of the City of Milwaukee (“HACM”) and the City of Milwaukee, acting through the Milwaukee Health Department (“MHD”) (jointly referred to as “the Parties”).

WHEREAS, HACM is a public housing agency (“PHA”) subject to the Lead Safe Housing Rule, issued by the U.S. Department of Housing and Urban Development (“HUD”), 24 CFR Part 35, subparts B-R (“LSHR”); and

WHEREAS, HACM operates a Housing Choice Voucher (“HCV”) program, a tenant-based Section 8 housing assistance program to assist low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market; and

WHEREAS, HACM operates a Project-Based Voucher program (“PBV”), a project-based housing assistance program which is a component of HACM’s HCV program; and

WHEREAS, HACM, in its operation of the HCV and PBV programs, is also subject to the LSHR; and

WHEREAS, as a contractual agent of the Wisconsin Department of Health Services, MHD is required provide a lead hazard investigation for each child who tests with an elevated blood lead level as defined under Wisconsin law; and

WHEREAS, under Wisconsin law, an elevated blood lead level means a level of lead in blood that is either (a) 20 micrograms per deciliter (20 µg/dL) or higher, as confirmed by one venous blood test; or (b) 15-19.99 µg/dL, as confirmed by two venous blood tests performed at least 90 days apart; and

WHEREAS, HUD has recently revised the LSHR to adopt a lower threshold for elevated blood lead levels requiring a lead hazard investigation, which as defined in this Agreement, is 5 micrograms per deciliter; and

WHEREAS, HACM and the City desire to collaborate to proactively address lead hazards in HUD-assisted housing within the City of Milwaukee by an exchange of information in compliance with the LSHR; and

WHEREAS, MHD is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is permitted to disclose protected health information, without authorization, to public health authorities who are legally authorized to receive such reports for the purpose of preventing or controlling disease, injury, or disability; and

WHEREAS, consistent with HUD guidance, HACM is a public health authority under HIPAA, 45 CFR § 164.512(b)(1)(i), and therefore authorized to receive related protected health information that is minimally necessary to accomplish the intended purpose of the disclosure; and

WHEREAS, Wisconsin Statute § 66.0301 authorizes municipalities to contract with each other for the receipt or furnishing of services; and

WHEREAS, the City has authorized the Health Commissioner to enter into this Agreement pursuant to Common Council Resolution Number 230460, dated July 25th, 2023.

NOW, THEREFORE, in consideration of the mutual promises and other consideration made herein, HACM and the City agree as follows:

I. DATA SHARING AND ENVIRONMENTAL INVESTIGATIONS

A. Definitions

1. Elevated Blood Lead Level (“EBLL”) – for purposes of this Agreement, elevated blood lead level means a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than the concentration in the most recent guidance published by the U.S. Department of Health and Human Services (“HHS”) on recommending that an environmental investigation be conducted. HHS’s Center for Disease Control (“CDC”) defines EBLL as 5 micrograms per deciliter of blood. A confirmed concentration is one measured through a venous blood draw, or two capillary blood specimens drawn within 12 weeks of each other.

B. Public Housing and Other Housing Owned or Managed by HACM

1. Data Sharing

- a. On a quarterly basis, HACM shall provide to MHD a list of HACM-owned or managed properties constructed before 1978 and containing a child under 6 six years old. The reports shall be due January 15, April 15, July 15, and October 15 of every year.
- b. If MHD is notified that a child under the age of 6 has an EBLL and lives in a property owned or managed by HACM, MHD shall notify HACM by providing written verification including email, of the child’s EBLL count.

2. EBLL Response

- a. If the child’s blood lead level is between 5 to 14.99 micrograms per deciliter, HACM shall conduct an environmental investigation of the child’s dwelling within 15 calendar days after receiving notice from MHD. For

any property inspected by HACM, HACM shall ensure that any lead-based paint hazards are controlled within 30 days after completion of the environmental investigation report by a certified lead-based paint abatement firm or certified lead renovation firm, in compliance with the LSHR.

- b. If the child's blood lead level is 15 micrograms per deciliter or higher, MHD shall perform the environmental investigation pursuant to its responsibilities under Wisconsin law.
- 3. If HACM receives notice from a medical care health professional other than MHD that a child living in HACM-owned or managed properties has an EBL, HACM shall notify MHD of the EBL case within five (5) business days. The EBL response will be accordance to the protocol outlined in 1-B-2a.

C. Housing Choice Voucher and Project-Based Voucher Program

1. Data Sharing

- a. On a quarterly basis, HACM staff shall provide to MHD an updated list of addresses of units receiving assistance under the HCV and PBV programs. HACM shall provide these reports on January 15, April 15, July 15, and October 15 of every year.
- b. MHD will compare each updated list of addresses to MHD's list of properties with identified EBL cases and will provide to HACM a report indicating address matches within 15 calendar days.

2. EBL Response

- a. HACM's HCV program shall confirm the matches. For each property where a child under the age of six has been identified with a blood lead level between 5 to 14.99 micrograms per deciliter, HACM's HCV program shall have a certified lead-based paint inspector perform an environmental investigation of the property unless (a) the property was constructed after 1978 or (b) MHD has already conducted an evaluation of the unit in regard to the child's EBL case. HACM shall provide a copy of the environmental investigation report to MHD within 15 calendar days from the day of notification. For each property where a child under the age of six has been identified with a blood lead level of 15 micrograms per deciliter or higher, MHD shall perform the environmental investigation pursuant to its responsibilities under Wisconsin law.
- b. If the unit is found to have lead-based paint, HACM's HCV program will require the property owner to reduce or abate any lead-based paint hazards in accordance with the LSHR. The property owner is required to have all lead abatement work completed under a MHD lead abatement permit.

MHD shall monitor the work under permit until acceptable clearances are received. If the property owner does not complete the required corrective actions, HACM may terminate the HCV contract and the family will be issued a voucher to move to a unit that is lead-safe.

3. If HACM's HCV program receives notice from another medical care health professional other than MHD that a child living in a unit leased under the HCV program has an EBL, the HACM HCV program will notify MHD of the EBL case within five (5) business days. The EBL response will be accordance to the protocol outlined in I-C-2a.
- D. Each Party shall identify a current contact person(s) for exchanging information under this Agreement and shall provide that person(s)' contact information to the other Party.
- E. The Parties agree that exchanges of information under this Agreement may include protected health information that may be disclosed to the other Party in a manner minimally necessary to accomplish the purpose of the disclosure, including the addresses of housing units and vital information about the children and their families ("Protected Health Information"). The Protected Health Information shall be maintained by each Party as confidential, used only for the public health protection of children and their families from lead exposure, and shall be considered privileged and exempt from disclosure under applicable law. Any Protected Health Information exchanged between the Parties will not be disclosed to entities outside of either agency, except to the extent that disclosure to HUD and DHS is required by state or federal law.

II. GENERAL TERMS

- A. Term/Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until either Party terminates the Agreement under this paragraph. Either Party may terminate this Agreement for convenience upon 60 days written notice to the other Party.
- B. Each Party shall be responsible for all acts undertaken by its employees or officers pursuant to this Agreement.
- C. HACM and the City acknowledge that they are governmental entities entitled to immunity under common law and Wis. Stat. § 893.80 and agree that nothing contained herein is intended as a waiver of any defenses, immunities, or limitations to which they are entitled under statutory or common law.
- D. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and shall not be transferred, assigned or sublet to any other entity.
- E. Records. Records shall be maintained by HACM in accordance with requirements

prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of seven years after termination of this Agreement. In addition, the Parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of the Agreement are subject to and conditioned on the provisions of Wis. Stat. §§ 19.21-39. HACM acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that failure to do so shall constitute a material breach of this Agreement. HACM shall agree to cause others under its control to cooperate with the City if any of them receive a request under Wisconsin's Public Records Law for this Agreement or for any record relating to, or produced or collected under this Agreement which is subject to the Public Records Law.

- F. Severability. If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.
- G. Entire Agreement/Amendment. This Agreement sets forth all of the covenants, provisions, agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the Parties to this Agreement.
- H. Waiver. Neither Party shall be deemed to have waived any of its respective rights hereunder unless the Party shall have signed such waiver in writing.
- I. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered to be one and the same agreement, and shall become effective on the date indicated after one or more counterparts have been signed by each of the Parties and delivered to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

By: _____
Willie L. Hines, Jr.
Secretary-Executive Director

CITY OF MILWAUKEE

By: _____
Mike Totoraitis, PhD
Commissioner of Health

APPROVED AS TO CONTENT, FORM, AND EXECUTION:

By: _____
Thomas D. Miller, Assistant City Attorney

Date: _____

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