

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
CENTERS FOR DISEASE CONTROL AND PREVENTION
NATIONAL CENTER FOR ENVIRONMENTAL HEALTH**

I. Purpose and Scope

This Memorandum of Understanding (MOU) provides a framework for cooperation between the U.S. Environmental Protection Agency (EPA), U.S. Department of Housing and Urban Development (HUD) and the Centers for Disease Control and Prevention, National Center for Environmental Health (CDC) (hereinafter the Party or Parties) to explore the sharing of data or other information for the purpose of protecting individuals from lead exposure in the home, community, and environment.

The purpose of this agreement is to outline a shared vision to protect Americans from the harms of lead exposure through greater collaboration, cooperation, and information sharing between the Parties of this MOU. This MOU supports the President's Task Force [Federal Lead Action Plan](#) goals to reduce children's exposure to lead sources and identify lead-exposed children and improve their health outcomes. While the objective of this agreement is to develop a national framework for cooperation and information exchange among the agencies, the first step is to conduct a demonstration pilot among CDC, HUD, and EPA. For EPA, Region III will coordinate this Pilot with CDC, and HUD and will attempt to include its states in information sharing. The specific states include Delaware, Maryland, Pennsylvania, Virginia, West Virginia, and Washington D.C. For the initial Pilot phase the responsibilities of the parties described in this agreement will only apply to the geographic region of EPA Region III. This pilot program will help develop the necessary procedures and best practices for phased adoption nationally.

II. Background

While the United States has made tremendous progress in lowering children's blood lead levels, some children are still exposed to high levels of lead. In 2018, the President's Task Force on Environmental Health Risks and Safety Risks to Children (comprised of 17 federal departments

and offices and chaired by the Secretary of the Department of Health and Human Services and the Administrator of the EPA) published the *Federal Action Plan to Reduce Childhood Lead Exposures and Associated Health Impacts* (Federal Lead Action Plan). This Federal Lead Action Plan is a blueprint for reducing lead exposure and associated harms through collaboration among federal agencies and stakeholders and is designed to help federal agencies work strategically and collaboratively to reduce exposure to lead and improve children's health. The Federal Lead Action Plan promotes a vision that the United States will become a place where children, especially those in vulnerable communities, live, learn, and play protected from lead exposure and its harmful impacts. The Federal Lead Action Plan also calls upon federal agencies to address environmental justice.

Each Agency has been working independently on advancing the Federal Lead Action Plan, but importantly the Federal Lead Action Plan acknowledges that collaboration and working strategically across federal agencies is necessary to reduce lead exposure and improve children's health outcomes. There is potential for more direct and impactful benefits to communities when agencies collaborate to target resources and services to improve health outcomes in the highest-risk communities. Coordination can be challenging because each agency differs in their regulatory authorities, available resources, data collection, etc. This MOU serves to strengthen the partnerships among CDC (part of HHS), HUD, and EPA – three of the primary agencies tasked to achieve the goals outlined in the Federal Lead Action Plan – which will allow for more consistent identification of high-risk communities and delivery of federal resources and services to those communities from across these agencies. With this MOU, these agencies will be better poised to share data and collaborate, which can mutually benefit each agency in carrying out the actions identified in the Federal Lead Action Plan.

III. General Provisions

- i. This MOU is a voluntary agreement that expresses the good-faith intentions of the parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.
- ii. One of the key objectives of this agreement is to conduct a pilot program covering the geographic area of EPA, CDC, and HUD Region III. This includes the states of Delaware, Maryland, Pennsylvania, Virginia, West Virginia, and Washington D.C. The responsibilities described in this agreement will only extend to the geographic area covered by EPA, CDC, and HUD Region III during this pilot. If the Parties believe that the agreement should be extended to other geographic regions at the end of the pilot, it may be implemented nationwide or may require modification or a separate written agreement of the Parties.

- iii. This cooperation and coordination are not limited to the Parties to this MOU, and each Party, independently or jointly, may cooperate with other Federal agencies and their extensions; interested state, regional and local agencies, colleges, and universities; private industries, nonprofit organizations; and foundations and public interest groups. The Parties view this MOU as important for exploring efforts for sharing data and other types of information that can be used to reduce lead exposure and associated harms through collaboration among federal agencies.
- iv. In pursuing the objectives of this MOU, each Party shall remain in control of their own activities and utilize their own resources, including the expenditure of their own funds unless agreed upon in a separate implementation agreement(s). Each party shall carry out its separate activities, as agreed within the context of this MOU, in a coordinated and mutually beneficial manner.
- v. Separate implementation agreements may be developed by Parties to define specific undertakings and consistent with the provisions of this MOU. Such agreements may provide for the use of personnel or staff time, cooperative projects, and the transfer of funds; all implementation agreements shall comply with the laws, regulations, and orders pertaining to the respective departments and agencies.
- vi. This MOU does not obligate funds, personnel, services, or other resources of any Party. All commitments made by the Parties are subject to the availability of appropriated funds and budget priorities. Nothing in this MOU obliges the parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Any transaction involving transfers of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate interagency agreements.
- vii. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party this agreement against any of the Parties, their officers or employees, or any other person. This MOU does not apply to any person outside of the Parties listed in Section I of this document. The Parties will coordinate all public statements regarding this MOU. The Parties will consult in advance as to the form, content, and timing of any such publicity.
- viii. The information and data to be shared among EPA, CDC, and HUD under this MOU is not expected to include any "Personally Identifiable Information." For purposes of this MOU, "Personally Identifiable Information" or "PII" shall be defined as information about an individual maintained by an agency that can be used to distinguish, trace, or identify an individual's identity including personal information that is linked or linkable to an individual. Notwithstanding the expectation of the EPA, CDC, and HUD that no PII will be shared under this MOU, each agency that receives information shared under this MOU may independently determine that information shared to it contains PII and that it

will store, handle, and subsequently produce that PII in accordance with its own guidance, policy or applicable standards and regulations.

IV. Authorities

CDC enters into this MOU, pursuant to Section 301(a) of the Public Health Service Act (42 U.S. C. Section 241). HUD enters into this MOU pursuant to Section 3 of the Department of Housing and Urban Development Act (42 U.S.C. Section 3532(b)). EPA enters into this agreement pursuant to Section 102(2)(G) of the National Environmental Policy Act, 42 U.S.C. 4332(2)(G).

V. Responsibilities

Within the purpose and scope of this agreement, each of the Parties agree to the following:

This MOU aims to enhance interagency (CDC-EPA-HUD) collaboration by clarifying information sharing capacities, increasing regular communication, and establishing a Regional interagency workgroup¹, resulting in more timely and targeted lead outreach and a “whole of government” approach to reduce lead exposures in these communities.

Centers for Disease Control and Prevention

CDC’s Childhood Lead Poisoning Prevention Program is dedicated to reducing childhood lead poisoning as a public health problem through strengthening blood lead testing, reporting, and surveillance, linking exposed children to recommended services, and targeted population-based interventions. CDC supports state and local health departments, or their bona fide agents, through cooperative agreements to support childhood lead poisoning prevention activities. These programs are responsible for collecting, managing, and reporting data to ensure that children and adults with lead in their blood receive appropriate follow-up and management.

CDC’s Childhood Lead Poisoning Prevention Program compiles blood lead surveillance data for children <16 years of age who were tested at least once since January 1, 1997. The national surveillance system is composed of de-identified data from state and local health departments. CDC applies nationally consistent standard case definitions and classifications for blood lead surveillance data from all states.

For the purposes of this MOU, CDC will:

¹ The regional interagency workgroup’s geographical area of focus for purposes of the pilot phase is limited, as defined by and consistent with Section III. (ii) of this MOU.

- i. Share blood lead surveillance data at the lowest geographic level available in accordance with all applicable laws, regulations, and existing agreements. As noted in Section III of this agreement, this information will not include PII.
- ii. Facilitate interaction and engagement with state or local blood lead data stewards for the purposes of information sharing, special projects, or other collaborations.
- iii. Encourage blood lead data stewards and partners to share data with Parties in accordance with all applicable laws, regulations, and existing agreements.
- iv. Provide technical assistance, briefings, or guidance on the use of blood lead testing data to Parties upon request and as resources permit.
- v. Meet quarterly to provide updates or discuss joint opportunities to work collaboratively with other Parties.

United States Environmental Protection Agency, Region III

United States Environmental Protection Agency, Region III creates an annual Regional Lead Action Plan which supports and implements the [EPA Strategy to Reduce Lead Exposures and Disparities in U.S. Communities](#) (Lead Strategy), which is an all-of-EPA plan to strengthen public health protections, address legacy lead contamination for communities with the greatest exposures, and promote environmental justice and equity.

To accomplish this objective, the Lead Strategy sets out four key goals: 1) Reduce community exposures to lead sources. 2) Identify communities with high lead exposures and improve their health outcomes. 3) Communicate more effectively with stakeholders. 4) Support and conduct critical research to inform efforts to reduce lead exposures and related health risks.

The Lead Strategy defines challenges to achieving each of these goals and, for each goal, describes specific actions the Agency will take to address them. EPA has organized each of these actions by three “approaches” that will guide how and where the Agency will accelerate efforts to reduce lead exposures and eliminate racial and socioeconomic disparities in blood lead levels across the United States. Those approaches are: APPROACH 1: Reduce lead exposures locally with a focus on communities with disparities and promote environmental justice; APPROACH 2: Reduce lead exposures nationally through updated protective standards, analytical tools, and outreach; and APPROACH 3: Reduce lead exposures with a “whole of EPA” and “whole of government” approach.

For the purposes of this MOU, EPA Region III intends to:

- i. Share information and data sets relevant to the purpose of identifying geographic areas where residents, especially children and underserved communities, are at the greatest risk of lead exposure in the home, community, and environment. This includes information related to lead sources or indicators in the environment. This data will be shared at the lowest geographic level available in accordance with all

- applicable legal authorities. As noted in Section III of this agreement, this information will not include PII.
- ii. Develop and share resources to increase awareness in at risk communities.
 - iii. Share data to better protect all of America's children from lead exposure.
 - iv. Meet quarterly with HUD and CDC to provide updates and/or discuss joint opportunities to work collaboratively across all of government ensure A Whole of Government Approach.

United States Department of Housing and Urban Development

HUD has been a champion of the Federal government's goal to address lead-based paint and other health and safety hazards in housing for families and children. Young children are especially at risk of the harmful effects of lead, to which even low-level exposure can increase the likelihood of behavioral problems, learning disabilities, seizures, and in extreme cases, death. Exposure to other home environmental hazards, such as mold, radon, and pests are linked to chronic health conditions like asthma and cancer. HUD recognizes these hazards are disproportionately found in low-income housing and communities of color, making the remediation of such hazards a critical step to promoting environmental justice by increasing equity in housing and in health and safety.

The Department continues to seek collaborations with Federal partners and state, Tribal, and local organizations to drive transformational change that will improve the lives of the people it serves. HUD will partner with fellow Federal agencies to advance a coordinated, whole-of-government approach to protecting families and children from lead hazards.

For the purposes of this MOU, HUD intends to:

- i. Share assisted housing data sets at the lowest geographic level available in accordance with all applicable laws, regulations, and existing agreements. As noted in Section III of this agreement, this information will not include PII.
- ii. Facilitate interaction and engagement with state or local lead hazard control, Healthy Homes, and rehabilitation programs for the purposes of data sharing, special projects, or other collaborations.
- iii. Provide technical assistance, briefings, or guidance on lead safe work practices and healthy homes principles as requested and resources permit.
- iv. Meet quarterly to provide updates or discuss joint opportunities to work collaboratively with other Parties.

V. Responsible Officers

Program/Liaison Officer for CDC/NCEH:

Individual's name: Paul Allwood, PhD

Organization: CDC National Center for Environmental Health; Division of Environmental Health Science and Practice

Title: Branch Chief, Childhood Lead Poisoning Prevention Program

Email Address: iko1@cdc.gov

Program/Liaison Officer for EPA

Individual's name: Carol Ann Gross-Davis, PhD, MS

Organization: EPA Region III Office of Communities, Tribes, and Environmental Assessment Division

Title: Epidemiologist

Email Address: gross-davis.carolann@epa.gov

Program/Liaison Officer for HUD

Individual's name: Bruce Haber

Organization: HUD OLHCHH

Title: Division Director

Email Address: bruce.p.haber@hud.gov

Each Partner may designate new liaisons at any time by notifying the other Partner's administrative liaison in writing. If, at any time, an individual designated as a liaison under this agreement becomes unavailable to fulfill those functions, the Partners will name a new liaison within two (2) weeks and notify the other Partner through the designated administrative liaison.

VI. Effective Date

This MOU is to take effect upon the last signature of the parties and remain in effect for a period of five years. This MOU may be expanded or modified, at any time through the mutual written consent of the parties. Additionally, a party may terminate its participation in this MOU at any time by providing written notice to the other parties, at least 90 days in advance of the desired termination date.

VII. Signatories

Samantha Phillips Beers

02/08/2024

Samantha Phillips Beers, U.S. EPA
Director, Office of Communities Tribes, and Environmental Assessment

Date

Segovia, Theresa

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Theresa
Date: 2024.02.14 16:05:35 -05'00'

2/14/24

Theresa Segovia, U.S. EPA
Principal Deputy Assistant Administrator
Office of Environmental Justice and External Civil Rights

Date

MATTHEW AMMON

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AMMON
Date: 2024.02.08 15:09:03 -05'00'

2/8/24

Matthew E. Ammon, HUD OLHCHH
Director, Office of Lead Hazard Control and Healthy Homes

Date

Aaron Bernstein -S

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2/8/24

Aaron Bernstein, MD, MPH
Director, National Center for Environmental Health, Agency for Toxic Substances
and Disease Registry Center for Disease Control and Prevention

Date