

MEMORANDUM of UNDERSTANDING PARTNERS

on

Reducing Lead Levels in Drinking Water in Schools and Child Care Facilities

between

U.S. Environmental Protection Agency, Office of Water

U.S. Department of Agriculture, Rural Development Agency

U.S. Department of Education, Office of Safe and Supportive Schools

U.S. Department of Health and Human Services

Centers for Disease Control and Prevention and Agency for Children and Families' Office of Head Start and Office of Early Childhood Development

U.S. Department of the Interior

Bureau of Indian Affairs and Bureau of Indian Education

and

American Water Works Association

American School Health Association

Association of Metropolitan Water Agencies

Association of State Drinking Water Administrators

Inter Tribal Council of Arizona, Inc.

National Association of Water Companies

National Rural Water Association

Rural Community Assistance Partnership

United South and Eastern Tribes

I. Purpose

The purpose of this Memorandum of Understanding (MOU) between the U.S. Environmental Protection Agency's (EPA) Office of Water; the U.S. Department of Agriculture's Rural Development Agency; the U.S. Department of Education's Office of Safe and Supportive Schools; the U.S. Department of Health and Human Services Centers for Disease Control and Prevention and Agency for Children and Families' Office of Head Start and Office of Early Childhood Development; the U.S. Department of the Interior's Bureau of Indian Affairs and Bureau of Indian Education; and the American Water Works Association; the American School Health Association; the Association of Metropolitan Water Agencies; the Association of State Drinking Water Administrators; the Inter Tribal Council of Arizona, Inc.; the National Association of Water Companies; the National Rural Water Association; the Rural Community Assistance Partnership; and the United South and Eastern Tribes, is to facilitate actions that reduce children's exposure to lead from drinking water at schools and child care facilities. The signatories agree to encourage schools and child care facilities to take such steps, including training on lead; testing drinking water for lead; disseminating results to parents, students, staff, and other interested stakeholders; and facilitating appropriate corrective actions. The signatories also agree to encourage the drinking water community to assist schools and child care facilities in their efforts to understand and reduce lead exposure from drinking water.

II. Background

Exposure to lead is a significant health concern, particularly for young children and infants. Adverse health effects from lead in children can include impaired physical and mental development. While we have made significant progress in reducing lead in the environment from all sources, including the nation's drinking water, our work is not finished. All parties to this agreement agree that we should "get the lead out" of drinking water to the extent possible. Since children spend a significant part of the day in school and child care facilities, understanding and reducing lead exposures in those facilities is particularly important.

In general, lead levels for water leaving the drinking water treatment plant are minimal. However, lead leaches from plumbing materials and fixtures as water moves through the distribution system and through the customer's plumbing. Because lead concentrations can change as water moves through the distribution system, the best way to know if a school or child care facility might have high lead levels of concern in its drinking water is by testing the water in that school or child care facility. Testing facilities helps target remediation. It is a key first step in understanding the problem, if there is one, and designing an appropriate course of corrective action.

A collaborative effort will provide a valuable impetus to building awareness of this issue at the community level and bring together different expertise and stakeholder groups. State and tribal health and environmental agencies may address lead in drinking water in schools and child care facilities in the context of a broader effort. The drinking water community can provide valuable expertise to schools and child care facilities. Federal partners can raise awareness and provide information and guidance to schools about lead in drinking water. The EPA can work jointly with all parties to support schools and child care facilities in providing safe drinking water.

This MOU is an update to the [2005 MOU on Reducing Lead Levels in Drinking Water in Schools and Child Care Facilities](#).

III. Agreement

Federal Partners:

U.S. Environmental Protection Agency, Office of Water
U.S. Department of Agriculture, Rural Development Agency
U.S. Department of Education, Office of Safe and Supportive Schools
U.S. Department of Health and Human Services, Centers for Disease Control and Prevention and Agency for Children and Families' Office of Head Start and Office of Early Childhood Development
U.S. Department of the Interior, Bureau of Indian Affairs and Bureau of Indian Education

Non-Governmental Partners:

American Water Works Association
American School Health Association
Association of Metropolitan Water Agencies
Association of State Drinking Water Administrators
Inter Tribal Council of Arizona
National Association of Water Companies
National Rural Water Association
Rural Community Assistance Partnership
United South and Eastern Tribes

The aforementioned Federal and Non-Governmental Partners plan to:

- a. Work to ensure that children in schools and child care facilities are provided with safe drinking water.
- b. Encourage support of activities that may
 - 1) provide education on health concerns associated with lead in drinking water;
 - 2) assist in the development of a lead testing program utilizing the EPA's *3Ts for Reducing Lead in Drinking Water in School and Child Care Facilities* guidance; and/or
 - 3) help schools and child care facilities establish a sustainable and effective lead in drinking water testing program.
- c. Collaborate with the EPA in the development of materials, training, and tools to assist schools and child care facilities in reducing lead in drinking water.
- d. Identify the appropriate networks, associations, and organizations to work with to develop communication materials for schools and child care facilities.

IV. Legal Authority

Section 1442 of the Safe Drinking Water Act, 42 U.S.C. 300j-1. - This section authorizes the EPA Administrator to conduct research, studies, and demonstrations relating to the causes, diagnosis, treatment, control, and prevention of risks to human health related to drinking water supply, and to share information and make recommendations based on this research and investigations.

V. Limitations

- a. All commitments made in this agreement are subject to the availability of appropriated funds and fiscal priorities for each respective federal partner. Nothing in this MOU shall, in and of itself, obligate the aforementioned MOU federal and non-governmental partners to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligations.
- b. This MOU does not impose requirements on any party, including schools, child care facilities, or water utilities, beyond those contained in existing laws and regulation.
- c. Any endeavor involving the transfer of funds between the parties to the MOU will be executed in separate agreements between or among the participating parties in accordance with applicable laws, regulations, and procedures. The signatories agree that they will not submit a claim for compensation to the EPA for any actions taken in furtherance of this MOU.
- d. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures and will be subject to separate subsidiary agreements that shall be affected in writing by representatives of both parties. This MOU does not exempt any party from federal policies governing competition for assistance agreements.

- e. This MOU in no way restricts the signatories from participating in similar activities or arrangements with other entities or federal agencies.
- f. None of the federal signatories may endorse the purchase or sale of products and services provided by private organizations that become partners in this effort. Nothing in this MOU constitutes endorsement by either party of the other, including products or services, or any fundraising activity or promotion. The non-federal parties agree not to make statements to the public at workshops meetings, in promotional literature, on their web sites, or through any other media that imply that the EPA or any of its employees endorses the non-federal parties or any service or product offered by them. In addition, the non-federal parties agree not to make statements that imply the EPA supports the non-federal parties' efforts to raise public or private funds. Any statements or promotional materials prepared by the non-federal parties that describe this MOU must be approved in advance by the EPA.
- g. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity against the signatories of the MOU, their officers or employees, or any other person. This MOU does not direct or apply to any person outside the signatories to the document.

VI. Effective date

This MOU will become effective upon signature by the Assistant Administrator for Water of the U.S. Environmental Protection Agency, the Administrator for the Rural Utilities Service of the U.S. Department of Agriculture's Rural Development Agency, the Deputy Secretary of the U.S. Department of Education's Office of Safe and Supportive Schools, the Director for the Centers for Disease Control and Prevention's National Center for Environmental Health/Agency for Toxic Substances and Disease Registry of the U.S. Department of Health and Human Services, the Director of the U.S. Department of Health and Human Services' Administration for Children and Families' Office of Head Start and Office of Early Childhood Development, the Assistant Secretary of Indian Affairs of the U.S. Department of the Interior's Bureau of Indian Affairs and Bureau of Indian Education, and the Executive Director for Government Affairs of the American Water Works Association, the President of the American School Health Association, the Chief Executive Officer of the Association of Metropolitan Water Agencies, the Executive Director of the Association of State Drinking Water Administrators, the Executive Director of the Inter Tribal Council of Arizona, Inc., the President and Chief Executive Officer of the National Association of Water Companies, the Deputy Chief Executive Officer of the National Rural Water Association, the Chief Executive Officer of the Rural Community Assistance Partnership, and the Executive Director of the United South and Eastern Tribes. Any party may withdraw from the agreement by giving notice to the other parties in writing. Its provisions will be reviewed annually and amended or supplemented as may be mutually agreed upon in writing. This MOU becomes effective on the date of the final signature.