



Tooele County Council Agenda Item Summary

Department Making Request:

Health

Meeting Date:

Item Title:

Childhood Lead Poisoning Prevention and Surveillance

Summary:

Grant from Utah Department of Health for \$7,154 for the period of October 2021 through September 2022, for providing lead poisoning prevention and surveillance to the children of the community. This is a new grant and is not included in 2022 budget but will be submitted as an adjustment as the scope and the timing of our responsibilities are determined. The grant is renewable annually through 2026.

Contract is signed and all parties have copies.



UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2224411
Department Log Number

222700402
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Tooele County HD - Childhood Lead Poisoning Prevention and Surveillance 2021
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

PAYMENT ADDRESS

Tooele County Health Department
151 N Main St
Tooele UT, 84074-2141

MAILING ADDRESS

Tooele County Health Department
151 N Main St
Tooele UT, 84074-2141

Vendor ID: 31718J
Commodity Code: 99999

Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services ("Department") and Contractor.

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide childhood lead poisoning prevention and surveillance.
4. **CONTRACT PERIOD:** The service period of this contract is 10/01/2021 through 09/30/2026, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$7,154.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Brad Gillies
(435) 277-2463
bgillies@tooelehealth.org

DEPARTMENT

Disease Control and Prevention
Epidemiology
Chris Nelson
(385) 245-3817

7. SUB – RECIPIENT INFORMATION:

DUNS: 094650249

Indirect Cost Rate: 0%

Federal Program Name:	Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	Award Number:	1 NUE2EH001421-01-00
Name of Federal Awarding Agency:	US Department of Health and Human Services	Federal Award Identification Number:	NUE2EH001421
CFDA Title:	Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	Federal Award Date:	8/6/2021
CFDA Number:	93.197	Funding Amount:	\$7154.00

8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Special Provisions

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.
- C. Utah Department of Health General Provisions and Business Associates Agreement currently in effect until 6/30/2023.

10. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
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Contract with Utah Department of Health and Tooele County Health Department, Log # 2224411

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: Jeff R. Coombs 10-19-21
Jeff Coombs Date
Health Officer

By: Shari A. Watkins 10/26/2021
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

APPROVED AS TO FORM:

Colin R. Winchester 11/01/2021
Colin R. Winchester
Deputy Tooele County Attorney

Jan A. Welch 11/5/21
County Manager

Attachment A: Special Provisions
Tooele County HD - Childhood Lead Poisoning Prevention and Surveillance 2021
Effective Date: October 1, 2021

1. GENERAL PURPOSE:
 - 1.1 The general purpose of this agreement is to provide childhood lead poisoning prevention and surveillance.
2. FUNDING:
 - 2.1 Total funding is \$7,154.00.
 - 2.1.1 \$7,154.00 for the period October 1, 2021 to September 30, 2022.
 - 2.2 This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT directly related to the performance of this contract.
 - 2.3 The Federal funds provided under this agreement are from the Federal Program and award as recorded on the Contract Pages.
 - 2.4 Pass-through Agency: Utah Department of Health.
 - 2.5 Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages this Contract.
3. INVOICING:
 - 3.1 In addition to the General Provisions of the contract the SUBRECIPIENT must include one column for each funding source in the Monthly Expenditure Report.
 - 3.1.1 Environmental Lead
 - 3.2 In addition to the General Provisions of the contract the SUBRECIPIENT must submit the June invoice no later than July 15.
4. RESPONSIBILITIES OF SUBRECIPIENT:

The SUBRECIPIENT must:

 - 4.1 Notify the DEPARTMENT when elevated blood levels are identified in the SUBRECIPIENT's jurisdiction as described in Utah Administrative Code, Rule R392-703. Injury Reporting Rule.
 - 4.2 Complete the Child Lead Risk Survey and contact the parent or guardian when elevated child blood lead levels are identified.
 - 4.2.1 Assess take home lead exposure of adult living within the household including pregnant or lactating women.
 - 4.3 Provide educational resources on the effects of lead exposure in children, the availability of free screening and testing.
 - 4.4 Request an environmental investigation from the Utah Department of Environmental Quality when a child's blood lead level on two or more consecutive tests fall within the range of 15.0 to 19.9 µg/dL, or when a single test shows a blood lead level at 20.0 µg/dL or higher.
 - 4.5 Submit a report to the DEPARTMENT no later than October 30 of each year using the DEPARTMENT's template.
5. DISPUTE RESOLUTION:
 - 5.1 If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
 - 5.2 Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).

- 5.3 If a resolution cannot be reached, DEPARTMENT may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- 5.4 The provisions in Section B. and C. are not mandatory.
- 5.5 If a dispute is not resolved within 30 days of DEPARTMENT decision, DEPARTMENT's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).
- 5.6 These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing DEPARTMENT actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1 or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- 5.7 In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules must control.