

North Carolina
Wake County

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS ENTERED INTO
THIS 11th DAY OF August, 2002, BETWEEN THE NORTH
CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE
NORTH CAROLINA DEPARTMENT OF LABOR.

I. GENERAL

The North Carolina Department of Health and Human Services (NCDHHS) and the North Carolina Department of Labor (NCDOL) hereby enter into a Memorandum of Understanding (MOU) concerning the Occupational Health Surveillance (OHS) Program. The OHS Program is authorized by Article 20 of Chapter 130A of the North Carolina General Statutes. The purpose of this MOU is to clarify the responsibilities of NCDHHS and NCDOL regarding the exchange of information between the two departments as required under N.C.G.S. 130A-460.

This MOU is entered into by the Commissioner of NCDOL and the Secretary of NCDHHS. The parties may meet to review and/or modify this MOU as needed.

The Division of Occupational Safety and Health (OSH) of NCDOL shall be the designated division within the department to coordinate activities with NCDHHS. The Occupational and Environmental Epidemiology Branch of NCDHHS shall be the designated branch of the department to coordinate activities with NCDOL.

II. REFERRAL POLICY

During the course of their duties, NCDHHS-OHS Program staff shall monitor the provider-based reports of occupational diseases, illnesses, and injuries as specified in Article 20 of Chapter 130A of the North Carolina General Statutes. They shall review such reports to determine the actual existence of an occupational hazard. NCDHHS-OHS Program staff will make a referral to NCDOL on a timely basis pursuant to N.C.G.S. 130A-460(a). However, no NCDHHS-OHS Program staff member may indicate to an employer the potential for an on-site visit by the NCDOL pursuant to N.C.G.S. 130A-460(b).

A NCDHHS referral shall consist of providing a copy of the original NCDHHS-OHS referral, with patient identifiers deleted, from the physician, medical facility, or laboratory to the NCDOL designated liaison and providing any pertinent information obtained in a pre-referral consultation. All information exchanged shall retain the same confidentiality as provided by the originating agency.

III. ON-SITE VISITS (INSPECTIONS)

The NCDOL shall respond to a NCDHHS-OHS referral in accordance with OSH Field Operations Manual and shall not identify NCDHHS-OHS as the source of the referral at the time of the inspection.

If a joint on-site visit is conducted with NCDHHS, NCDOL shall perform all sampling. The samples shall be maintained pursuant to the methodology established in the OSH Field Operations Manual.

If an OSH Citation and Notification of Penalty is issued by NCDOL to an employer based on a referral made by NCDHHS, staff members of the NCDHHS-OHS Program shall provide technical assistance in the prosecution of such matters. NCDOL will provide a copy of the same OSH Citation and Notification of Penalty to NCDHHS.

IV. PROGRAM LIAISON

A liaison shall be designated to represent each department. Each liaison shall keep respective staff apprised by current applicable policy and regulatory revisions. The NCDOL representative shall be the primary contact for NCDOL and shall keep the NCDHHS liaison informed as to actions taken by OSH based on a referral.

The liaison for each department shall be as follows:

NCDHHS Liaison:

Susan A. Randolph, MSN, RN, COHN-S
Manager, Occupational Surveillance Unit
North Carolina Department of Health and Human Services
1912 Mail Service Center
Raleigh, North Carolina 27699-1912
TEL 919-715-3591
FAX 919-733-9555
E-mail susan.randolph@nemail.net

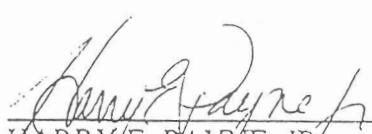
NCDOL Liaison:

Dave Hamel
Staff Industrial Hygienist—Compliance
Division of Occupational Safety and Health
North Carolina Department of Labor
313 Chapanoke Road
Raleigh, North Carolina 27603-3432
TEL 919-662-4597
FAX 919-662-4582
E-mail dhamel@mail.dol.state.nc.us

V. IMPLEMENTATION

Nothing in this MOU is intended to diminish or otherwise affect the authority of either party to implement its respective statutory functions or responsibilities. This MOU shall be effective upon the signing to both parties and shall remain in effect until amended or terminated by either party. No changes, modifications, or alterations to this MOU shall be effective unless made in writing and signed by the parties hereto.

NORTH CAROLINA
DEPARTMENT OF LABOR
RALEIGH, NC


HARRY E. PAYNE, JR.
COMMISSIONER

DATE: 8/11/00

ATTEST: Singer K. Nelles

NORTH CAROLINA
DEPARTMENT OF HEALTH AND
HUMAN SERVICES
RALEIGH, NC


H. DAVID BRUTON, MD
SECRETARY

DATE: 8/3/2000

ATTEST: H. David Bruton