

MEMORANDUM OF UNDERSTANDING

Between

**The North Carolina Department of Labor
Occupational Safety and Health Division**

and

**The North Carolina Department of Health and Human Services
Division of Public Health**

On

Coordinating the Occupational Health Surveillance Program

I. GENERAL

The purpose of this Memorandum of Understanding (“MOU”) is to set forth the principles of the working relationship between the Parties: the North Carolina Department of Health and Human Services, Division of Public Health, Epidemiology Section, Environmental and Occupational Epidemiology Branch and the Environmental Health Section, Lead and Asbestos Branch, Health Hazards Control Unit (DHHS) and the North Carolina Department of Labor, Occupational Safety and Health Division (NCDOL) in the area of coordinating the Occupational Health Surveillance (OHS) Program. The OHS Program is authorized by Article 20 of Chapter 130A of the North Carolina General Statutes and 10A NCAC 41C .0701-.0703. The purpose of this MOU is to clarify the responsibilities of DHHS and NCDOL regarding the exchange of information between the two departments as required under N.C. Gen. Stat. §130A-460, 10A NCAC 41C .0701-.0703, and 10A NCAC 41F .0101-.0103. This MOU establishes general procedures for cooperation between the Parties in order to ensure effective compliance inspections and occupational health investigations, to protect the public’s health, and to eliminate duplication of efforts.

II. REFERRAL POLICY

During the course of their duties, the DHHS 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 and 10A NCAC 41C .0701-.0703, including reports made regarding asbestosis, silicosis, elevated blood lead levels, and carbon monoxide poisoning, and pesticide-related illness or injury as specified in 10A NCAC 41F .0101-.0103. DHHS program staff will review such reports to determine the actual existence of an

occupational hazard and will make timely referrals to NCDOL/OSH pursuant to N.C. Gen. Stat. §130A-460(a) and as set forth in this Agreement. These referrals will be made to NCDOL/OSH within forty-eight (48) hours, whenever possible, of DHHS's determination that an actual occupational hazard exists and may necessitate an on-site visit. *Note: The NCDOL/OSH has six (6) months from the time of an occupational exposure to a substance to address violations of Occupational Safety and Health Administration (OSHA) standards. Therefore, DHHS program staff shall make good faith efforts to make timely reports to the NCDOL/OSH Complaint Desk or NCDOL-designated liaison which may relate to an ongoing or recent exposure within the last six (6) months.* NCDOL and DHHS shall make good faith efforts to exchange information in a timely manner when the exchange of information is in accordance with §130A-460.

Referrals from DHHS to NCDOL may be made directly to the OSH Complaint Desk by calling 919-779-8560 or 1-800-NCLABOR (1-800-625-2267), or to the NCDOL-designated liaison by phone, secure email, or secure fax. If NCDOL/OSH determines that an on-site visit is necessary for its enforcement purposes, then NCDOL/OSH will inform DHHS program staff within thirty (30) days of NCDOL's receipt of the report and a representative of the DHHS program may participate in the visit. In accordance with N.C. Gen. Stat. §130A-460(b), DHHS shall not contact or otherwise notify any employer of a pending investigation prior to the determination by NCDOL/OSH regarding the necessity of an on-site visit and shall not give advance notice of a visit if one is necessary.

A DHHS referral to NCDOL made under N.C. Gen. Stat. §130A-460 will consist of 1) the information reported to DHHS from the physician, medical facility, or laboratory, with all patient identifiers (including, but not limited to, name, address, telephone number, date of birth, race, ethnicity, and gender) removed, and 2) any pertinent information obtained during DHHS's evaluation of the report, as permitted by state and federal law. All information exchanged between DHHS and NCDOL under N.C. Gen. Stat. §130A-460 shall retain the same confidentiality as provided by law or required by the originating agency. Both DHHS and NCDOL will maintain strict confidentiality in compliance with applicable statutes and rules concerning the other agency's inspection, compliance, and enforcement plans or actions. Similarly, when communicating with the media concerning occupational health investigations, violations, accidents, or hazards, representatives of both agencies will be sensitive to the other agency's jurisdiction and confidentiality statutes.

When DHHS makes a referral to NCDOL in accordance with N.C. Gen. Stat. §130A-460(a), the following criteria shall apply:

Blood Lead Levels for Persons Aged 16 Years of Age and Above

DHHS will refer in a timely manner to the OSH Complaint Desk or NCDOL-designated liaison all reported instances of an "Elevated blood lead level," as defined by 10A NCAC 41C .0701 (currently defined as a blood lead level of greater than 0 µg/dL), where DHHS has evaluated the report and made a determination that an actual occupational hazard exists and may necessitate an on-site visit.

Asbestosis and Asbestos Removal Permits/Abatement Projects

DHHS will make timely referrals to the OSH Complaint Desk or NCDOL-designated liaison regarding reported cases of asbestosis where DHHS has evaluated the report and made a determination that an actual occupational hazard exists and may necessitate an on-site visit.

DHHS will provide to the OSH Complaint Desk or NCDOL-designated liaison once a month a list of employers who have been granted an Asbestos Removal Permit for asbestos abatement projects that are projected to last thirty (30) days or longer and submit asbestos complaints for short duration projects that DHHS determines involve serious safety and health hazards. The referral information for asbestos permits will include the start and end dates, permit number, location, owner, removal contractor, and type of asbestos material being removed. The referral for asbestos complaints will consist of currently available information collected at the time the complaint was identified.

Silicosis

DHHS will make timely referrals to the OSH Complaint Desk or NCDOL-designated liaison regarding reported cases of silicosis where DHHS has evaluated the report and made a determination that an actual occupational hazard exists and may necessitate an on-site visit.

Carbon Monoxide Poisoning

DHHS will make timely referrals to the OSH Complaint Desk or NCDOL-designated liaison regarding reported cases of carbon monoxide poisoning where DHHS has evaluated the report and made a determination that an actual occupational hazard exists and may necessitate an on-site visit.

Pesticide-Related Illness or Injury

DHHS may become aware of an incident of pesticide-related illness or injury in the workplace. DHHS requires physicians to report acute pesticide-related illness or injury within forty-eight (48) hours and acute pesticide-related illness or injury resulting in death immediately (unless the physician has already reported it to the state poison control center who shall report it to DHHS). DHHS will make timely referrals of these cases to the OSH Complaint Desk or NCDOL-designated liaison where DHHS has evaluated the report and made a determination that an actual occupational hazard exists and may necessitate an on-site visit, within forty-eight (48) hours of detection/discovery, whenever possible. The referral will include all the following, if known: occupation of the affected person, employer contact information, the physical location of the exposure, and the name of the pesticide.

III. ON-SITE VISITS (INSPECTIONS)

NCDOL/OSH shall respond to DHHS program referrals in accordance with the Occupational Safety and Health (OSH) Field Operations Manual, available online at <https://www.labor.nc.gov/safety-and-health/occupational-safety-and-health/osh-enforcement-procedures>, and shall not identify DHHS program staff as the source of the referral at the time of the on-site visit or inspection.

If a joint on-site visit or inspection is conducted with DHHS and NCDOL, then NCDOL/OSH shall perform all sampling that is conducted during the visit or inspection. The samples shall be maintained pursuant to the methodology established in the OSH Field Operations Manual.

If NCDOL/OSH issues a Citation and Notification of Penalty to an employer based on a referral made by DHHS program staff, then such staff members of the DHHS program may, as staff time and resources permit, provide technical assistance to OSH in the form of risk and hazard assessment. NCDOL/OSH will provide a copy of the OSH Citation and Notification of Penalty to DHHS program staff.

IV. PROGRAM LIAISONS

Both agencies shall designate at least one (1) liaison to represent it. Each liaison shall keep respective staff apprised of current applicable policy/rules and any pertinent proposed regulatory revisions. The NCDOL/OSH representative shall be the primary contact/liaison for NCDOL and shall keep the DHHS liaison(s) informed as to actions taken by NCDOL based on any DHHS program referral. Either agency may notify the other of updated liaison contact information in writing, without need to modify or re-execute this agreement in its entirety. *See Appendix A for each agency's liaison contact information.*

V. TRAINING, TECHNICAL, AND PROFESSIONAL ASSISTANCE

DHHS program staff and NCDOL/OSH will make their training programs related to asbestos, silica, lead, carbon monoxide, and pesticide hazards available to each other's agency personnel, except that this agreement to make training programs available shall not constitute a commitment of funds by either agency. The agencies will provide technical and professional assistance to each other during compliance inspections upon request and as resources permit. This will also include equipment sharing as deemed necessary and as agreed upon by the parties.

VI. IMPLEMENTATION AND CONDITIONS OF THE AGREEMENT

Nothing in this Agreement is intended to diminish or otherwise affect the ability or authority of either agency to implement its respective regulatory and statutory functions. This MOU constitutes the entire understanding of the parties with respect to the subject matter contained within, and all prior agreements, understandings, and representations are superseded or canceled in their entirety. This MOU shall become effective upon the date of last signing by the Parties' representatives and shall terminate three (3) years after the effective date, unless

the MOU: 1) is modified in writing by mutual consent of both Parties; 2) is terminated by either DHHS or NCDOL; or 3) is extended for an additional 3-year term by written agreement of both Parties. Such agreement to extend the term for an additional 3-year period may take the form of a simple, one-page agreement that is dually signed by the Parties. The Parties agree to initiate communications regarding the need for an extension of the MOU term no later than 30 business days before the date on which the 3-year term is set to expire. This Agreement may be terminated at any time by either party with thirty (30) days' written notice to the other party or by mutual written agreement.

VII. SIGNATURES

IN WITNESS WHEREOF, the North Carolina Department of Health and Human Services, Division of Public Health and the North Carolina Department of Labor, Occupational Safety and Health Division have executed this MOU in duplicate originals, one of which is retained by each of the parties.

**NORTH CAROLINA
DEPARTMENT OF LABOR:**

**NORTH CAROLINA DEPARTMENT
OF HEALTH AND HUMAN SERVICES,
DIVISION OF PUBLIC HEALTH:**

Josh Dobson
Commissioner

(SEAL)

DocuSigned by:

Mark

(SEAL)

Josh Dobson
Commissioner

Mark T. Benton
Assistant Secretary for Public Health

Date: 11/30/2021

Date: 11/29/21 | 7:45 AM EST

Appendix A

DHHS Liaison(s):

Occupational and Environmental Epidemiology Branch:

Liaison for asbestosis, pesticide-related illness and injury, silicosis, & elevated blood lead levels:

Pierre Lauffer
Title: Industrial Hygiene Consultant
1912 Mail Service Center
Raleigh, NC 27699-1912
Phone: 919-707-5962
Facsimile: 919-870-4807
E-mail: Pierre.Lauffer@dhhs.nc.gov

Health Hazards Control Unit:

Liaison for asbestos removal permits/abatement projects:

Jeffery W. Dellinger
Title: Industrial Hygiene Consultant
1912 Mail Service Center
Raleigh, NC 27699-1912
Phone : 919-707-5972
Facsimile: 919-870-4808
E-mail : Jeff.Dellinger@dhhs.nc.gov

Liaison for carbon monoxide poisoning:

Dr. Kim Gaetz
Title: Epidemiology Supervisor
1912 Mail Service Center
Raleigh, NC 27699-1912
Phone: 919-707-5902
Facsimile: 919-870-4807
E-mail: Kim.gaetz@dhhs.nc.gov

NCDOL Liaison(s):

Occupational Safety and Health Division:

Primary liaison for all occupational health hazards:

Grant Quiller, MS, CIH
Title: Health Compliance Officer II
901 Blairhill Road, Suite 200
Charlotte, NC 28217
Phone: 704-665-6822 (direct)
704-665-4341 (office)
Facsimile: 704-665-4342
E-mail: Grant.Quiller@labor.nc.gov

Secondary liaison for all occupational health hazards:

Ric Schumann

Title: Complaint Desk Manager; Staff Industrial Hygienist
1101 Mail Service Center
Raleigh, NC 27699-1101
Phone: 919-779-8514
Facsimile: 919-779-8559
E-mail : Ric.Schumann@labor.nc.gov

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