

Memorandum of Agreement

**Idaho Department of Health and Welfare, Division of Public Health, Bureau of
Community and Environmental Health
and
Idaho Department of Environmental Quality**

This MEMORANDUM OF AGREEMENT (Agreement) is made and entered into on this 15 day of January, 2020, between the Idaho Department of Health and Welfare, Division of Public Health, Bureau of Community and Environmental Health (BCEH) and the Idaho Department of Environmental Quality (DEQ), collectively referred to as the "Parties."

1. Purpose

DEQ and BCEH work for the common interest of the people of Idaho and have separate as well as intertwined responsibilities. The Parties enter into this Agreement to define roles and responsibilities when evaluating risks to human health from environmental contaminants and create a mechanism to notify and engage each other in their respective agency activities. By working together, the Parties can combine their expertise to improve the services provided to the citizens of Idaho and protect human health from environmental contaminants.

2. Scope

This Agreement covers DEQ and BCEH activities and responsibilities related to human health risks from environmental contaminants.

3. Statutes and Administrative Rules

- a. Idaho Environmental Protection and Health Act, Idaho Code § 39-101, *et seq.*
- b. Department of Health and Welfare, Idaho Code § 56-1001, *et seq.*
- c. Hazardous Waste Management Act, Idaho Code § 39-4401, *et seq.*
- d. Water Quality, Idaho Code § 39-3601, *et seq.*
- e. Department of Environmental Quality, IDAPA 58.01, *et seq.*
- f. Department of Health and Welfare, IDAPA 16.02, *et seq.*

Nothing in this Agreement limits, expands, or in any way affects the authorities and responsibilities of the Parties. This Agreement does not create any rights or liabilities with respect to any third party not a signatory hereto.

4. Responsibilities

a. DEQ Responsibilities

1. DEQ is generally responsible for implementing the federal health standards established under the various Environmental Protection Agency (EPA) programs.
2. DEQ is responsible for developing, issuing, evaluating, and monitoring its environmental permits and other regulatory activities as required by law for sources of environmental pollution.

3. DEQ has responsibility and authority to design, implement, and oversee environmental monitoring, modeling, permitting, and remediation under EPA's regulatory framework.
4. DEQ is responsible for risk management and implementing policies pertaining to environmental pollution sources and remedial actions.
5. DEQ is responsible for identifying situations and activities where protective standards are needed or exceeded.
6. Beyond EPA's regulatory programs under DEQ authority and when Parties agree to work together on particular issues, DEQ typically has primary responsibility for source assessment and contaminant migration in the environment.
7. DEQ is responsible for human health risk evaluation activities involving DEQ or EPA regulatory programs.
8. DEQ shall have primary responsibility for providing ambient air quality monitoring as well as forecasting air quality for poor air quality events such as wintertime inversions and wildfire smoke impacts.
9. DEQ shall provide consultation, review, and comment on BCEH projects when BCEH deems necessary to have an independent review.
10. DEQ shall have primary responsibility for communicating issues pertaining to human health risks associated with sources of environmental pollution under DEQ jurisdiction and may request consultation with BCEH as needed.

b. BCEH Responsibilities

1. Outside of DEQ regulatory programs, BCEH is responsible for identifying public health concerns, assessing the health impact and potential risks of exposures, providing a public health action plan, and communicating health risks to the public.
2. Outside of DEQ regulatory programs, BCEH has primary responsibility for determining dose to the human receptor including public health assessments, health consultations, exposure investigations, and health studies under the Agency for Toxic Substances Registry (ATSDR) framework.
3. BCEH shall be available to provide consultation, review, and comment on DEQ projects when they involve public health concern or when DEQ deems necessary to have an independent review.
4. BCEH provides comment and guidance to DEQ's policies and decisions where issues of human health risks are concerned.
5. BCEH shall have primary responsibility for either communicating issues to the public pertaining to human health risks or, for DEQ-lead programs or issues, shall be available to assist or review DEQ's statements relating to the health risks prior to the statement's release.
6. BCEH shall have primary responsibility for communicating the human health risks of poor air quality and recommended actions for the public based on DEQ's ambient air monitoring and air quality forecasts associated with events such as wintertime inversions and wildfire smoke impacts. The coordination and responsibilities for smoke response are described in the Idaho Wildfire Smoke Event Response Protocol.

5. Coordination

DEQ and BCEH may have shared and overlapping responsibilities regarding activities associated with risk assessment, risk communication, and risk management associated with environmental contamination. The parties will maintain regular contact, as appropriate, for ongoing activities. The BCEH environmental health program manager will be the contact person for IDHW, and the toxicologist/risk assessor at the DEQ State Office will be the contact person for DEQ. When communicating, BCEH and DEQ will follow the attached Communication Protocol. At the earliest opportunity, the Parties will inform one another of situations where human health risks from environmental contaminants are of significant concern and of changes in status relating to such situations.

DEQ and BCEH should coordinate risk assessment, risk communication, and risk management activities, when appropriate. This is the best way to ensure objective and responsible decision making with respect to the impact of environmental contaminants on public health.

- a. The Parties share the responsibility for risk communication with respect to the impact of environmental contamination on human health.
- b. When Parties agree to work together on particular issues (e.g., cancer cluster analysis, follow-up on an emergency release or natural disaster with human health implications) the Parties share responsibilities for pathway analysis.
- c. The Parties commit to collaborate on activities related to risk assessment, risk communication, and risk management in a manner that optimizes staff expertise and regulatory responsibilities.
- d. If required by statute, or agreed upon by both agencies, DEQ or BCEH may complete activities typically under the other agency's purview.
- e. When agreed, data, results, and reports of each agency's activities pertaining to public health shall, as a courtesy, be shared with the other agency upon request.
- f. When sharing information, the parties will keep information confidential if so requested.

DEQ and BCEH will meet at least annually, and more often if agreed upon by both agencies, for the purpose of identifying projects and issues that will require close collaboration. DEQ and BCEH will also identify individual activities that may be of interest to the other agency. DEQ and BCEH will then establish areas of collaboration and lead and support agency roles based upon resource availability and roles as defined in this Agreement.

6. Periodic Review

This Agreement shall be executed by the Idaho Department of Health and Welfare, Division of Public Health, Bureau of Community and Environmental Health and the Idaho Department of Environmental Quality and replaces the Memorandum of Agreement executed July 1, 2001. This Agreement shall be reviewed at least every three (3) years and may be terminated upon mutual agreement of both Parties.

REVIEWED AND APPROVED:



Elke Shaw-Tulloch, Administrator
Division of Public Health

Date

1/15/20



John H. Tippetts, Director
Department of Environmental Quality

Date

Jan. 8, 2020