



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
GOVERNOR

JOANNE F. GOLDSTEIN
SECRETARY

TIMOTHY P. MURRAY
LT. GOVERNOR

HEATHER E. ROWE
DIRECTOR

MEMORANDUM OF AGREEMENT

A. INTRODUCTION

On March 12, 2008, Governor Deval L. Patrick signed Executive Order #499 establishing the Joint Enforcement Task Force on the Underground Economy and Employee Misclassification (Task Force). Charged with coordinating the efforts of multiple state agencies to stamp out fraudulent employment activities, the Task Force is working to level the playing field in order to increase fair business competition.

Collaborative in approach, participation in the Task Force has grown from nine member agencies to over seventeen state agencies, including representatives from multiple constitutional offices. Task Force partners share information, and come together with a common purpose: to bring businesses and individuals into compliance with applicable labor, licensing and tax laws.

With this in mind, agencies with common interests have the opportunity to develop partnerships and share resources in gathering and disseminating information. Such an opportunity presented itself when the Task Force brought together the Department of Labor Standards and the Office for Consumer Affairs & Business Regulation. Each agency has licensing and/or registration requirements for contractors that perform certain Home Improvement and Renovation work. During the normal course of business, each agency gathers contractor information that is relevant to both agencies. The purpose of this document is to provide a vehicle in which both agencies can share this information.

This Memorandum of Agreement (MOA) is entered into by and between the Department of Labor Standards (DLS) and the Office of Consumer Affairs & Business Regulation (OCABR).

This MOA sets forth the terms, conditions and procedures to allow DLS and OCABR to share certain state licensing information for purposes of determining if contractors and other entities performing renovation work are compliant with each agency's license and/or registration requirements, and coordinated inter-agency investigative practices.

B. PARTNER AGENCIES

DLS is responsible for the promotion and protection of workers' safety and health, wages and working conditions, and to support employers and workers in the utilization of apprenticeship as a workforce development tool. DLS protects workers by means of education and training, workplace safety and health consultation and assessment, occupational injury and illness data collection and analysis, and consistent and responsible administration of its statutes and regulations. DLS operates the following programs:

- Division of Apprentice Training
- Prevailing Wage Program
- Minimum Wage Program
- Employment Agency Program
- On-site Consultation Program
- Asbestos Program
- Lead Program
- Occupational Lead Poisoning Registry
- MA Workplace Safety & Health Program
- Occupational Safety & Health Statistics Program
- Industrial Hygiene Laboratory
- Mine Safety and Health Program

OCABR is responsible for the promotion and protection of a fair and competitive marketplace throughout the Commonwealth. OCABR pursues its mission through advocacy, educational programs, and consistent and responsible administration of its statutes and regulations. Additionally, OCABR operates the following programs:

- Home Improvement Contractor Registration, Arbitration, and Enforcement Programs
- Home Improvement Contractor Guaranty Fund
- Massachusetts Do Not Call Registry
- New and Used Motor Vehicle Arbitration Program
- Data Security Program
- Consumer Hotline Program

C. PURPOSE AND SCOPE

In an effort to protect both the workers and public, each agency has specific license or registration requirements for contractors and other entities that perform residential remodeling and repair work. Most contractors who perform this work are required to have at least three credentials: a Construction Supervisor's license, a Home Improvement Contractor registration, and a Lead-safe Renovation contractor license. Yet, there is no official process through which each agency can refer contractor license information to the other when this information is gathered during an inspection or investigation. The goal of this MOA is to develop and define an information sharing process so that information gathered during DLS' and OCABR's investigative processes can be shared with each other to further awareness and compliance with the other's requirements.

D. TRANSFER OF INFORMATION BETWEEN DLS AND OCABR

While conducting inspections of Lead-safe Renovation, Deleading, and Asbestos abatement projects, DLS identifies and collects certain information of the contractor or business entity conducting the work. In the interest of identifying businesses which may be required to register as Home Improvement Contractors by OCABR, DLS shall transfer the following information, to the extent such information is available to DLS, to OCABR (hereinafter, DLS Information):

- i. Business Name
- ii. Business Address
- iii. Business Phone Number
- iv. Contact Person
- v. Type of structure where the work is being performed
- vi. Summary of the type of work being performed on the structure

DLS shall transfer the information, and OCABR shall receive information in accordance with the following procedures:

On a regular schedule, DLS' contact person will ensure the transmission of the information to OCABR. OCABR's contact person will ensure that all information forwarded from DLS will be reviewed by OCABR to determine if that business is required to be registered as a Home Improvement Contractor, and if they are not registered, follow-up as OCABR deems appropriate.

In the course of collecting complaint application forms from homeowners, building inspectors, and other qualified complainants requesting the initiation of enforcement hearings against home improvement contractors, OCABR identifies and collects certain information of contractors and business entities conducting home improvement work. In the interest of identifying contractors and businesses that may be required to obtain a Lead-safe Renovation Contractor License, OCABR shall transfer the following information, to the extent such information is

available to OCABR through its operation of the home improvement contractor program, to DLS (hereinafter, OCABR Information):

- i. Business Name
- ii. Business Address
- iii. Business Phone Number
- iv. Contact Person
- v. Type of structure where the work is being performed, including the year the structure was built, as reported by the complaining party
- vi. Summary of the type of work being performed on the structure

OCABR shall transfer the information, and DLS shall receive information in accordance with the following procedures:

On a regular schedule, OCABR's contact person will ensure the transmission of the information to DLS. DLS' contact person will ensure that all information forwarded from OCABR will be reviewed by DLS to determine if that business is required to be licensed as a Lead-safe Renovation Contractor, and if they are not licensed, follow-up as DLS deems appropriate.

E. INFORMATION TRANSMISSION BETWEEN DLS AND OCABR

Transmission via electronic means of DLS Information to OCABR shall occur weekly or on a mutually agreed upon schedule.

Transmission via electronic means of OCABR Information to DLS shall occur weekly or on a mutually agreed upon schedule.

F. EFFECTS OF AGREEMENT

- a) This Agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this Agreement obligates any participating Party to expend appropriations, enter into any other contract, or incur other obligations.
- b) By entering into this Agreement, the Parties do not imply an endorsement or promotion of the policies, programs, or services of the other.
- c) Nothing in this Agreement is intended to diminish or otherwise affect the authority of any participating Party to implement its respective statutory functions.

- d) This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or be binding upon the Parties. This Agreement is not intended to confer any right upon any private person or other third Party.
- e) Nothing in this Agreement will be interpreted as limiting or superseding the participating Parties' normal operations. This Agreement also does not limit or restrict the participating Parties from participating in similar activities or arrangements with other entities.

G. ASSIGNMENT

Performance of the duties and responsibilities described in this MOA may not be assigned without the written consent of both parties.

H. RESPONSIBILITIES

DLS designates Brian Wong, Chief of Investigations & Enforcement, as the official contact and to coordinate the activities of this agency in carrying out the MOA. Such designation may be changed during the period of this MOA only by written notice. DLS's contact will be authorized and empowered to represent DLS with respect to all matters relating to the implementation of this MOA. The DLS contact person will not be empowered to amend this MOA.

OCABR designates Estee Ormont, Home Improvement Contracting Program Coordinator, as the official contact and to coordinate the activities of this agency in carrying out the MOA. Such designation may be changed during the period of this MOA only by written notice. OCABR's contact will be authorized and empowered to represent OCABR with respect to all matters relating to the implementation of this MOA. The OCABR contact person will not be empowered to amend this MOA.

I. NOTICE

Unless otherwise specified, any notice or approval required hereunder must be in writing and deemed given when delivered to either party or deposited in the U.S. Mail, first class, postage pre-paid, and addressed as follows:

Department of Labor Standards
19 Staniford Street, 2nd Floor
Boston, MA 02114
Attention: Heather E. Rowe, Director

Office of Consumer Affairs and Business Regulation
10 Park Plaza, Suite 5170
Boston, MA 02116
Attention: Barbara Anthony, Undersecretary

J. AMENDMENTS

This MOA may be amended at any time upon written agreement of both parties.

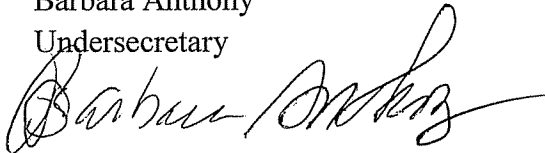
K. TERMS AND TERMINATION

- a) This MOA will commence upon execution by both parties and continue in effect until terminated by either party by written notice to the other party. This MOA is subject to termination by either party at any time.
- b) DLS may discontinue or suspend the provision of the DLS Information immediately if it determines that any term of this MOA has been violated.
- c) OCABR may discontinue or suspend the provision of OCABR Information immediately if it determines that any term of this MOA has been violated.

This Agreement is executed as of the 20th day of September, 2012.

The Commonwealth of Massachusetts
Office of Consumer Affairs & Business Regulation

By:
Barbara Anthony
Undersecretary



The Commonwealth of Massachusetts
Department of Labor Standards



By:
Heather Rowe
Director