



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

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September 12, 2024

**POSITION STATEMENT:** Liability Changes, Requirements for Quality Assurance, and Exemptions for Swimming Pools

**PURSUANT TO:** Session Law 2024-49 (S166)

**SOURCE:** Larry D. Michael, Chief, Environmental Health Section  
Jon K. Fowlkes, Deputy Chief, Environmental Health Section

**ISSUE:** Implementation of Session Law Changes

**SUMMARY OF SESSION LAW CHANGES**

Section 4.7 of Session Law 2024-49 (S166) provides amendments to G.S. 143-300.8 affecting local health departments (LHDs). These changes include:

- New definitions
- Requiring an annual agreement between LHDs and DHHS
- Mandating quality assurance for environmental health services
- Specifying DHHS liability limits for judgments or settlements involving registered environmental health specialists/interns/associates, with provisions for alternative arrangements
- Specifying LHD liability and clarifying defense by the Attorney General for failure to comply with, or enter into, the annual agreement
- Clarifying that registered environmental health specialists/interns/associates do not have liability protection and defense from the Attorney General when enforcing a local regulation adopted pursuant to G.S. 130A-335(c)

Section 4.51 of Session Law 2024-49 (S166) amends G.S. 130A-280 to exempt a private pool serving a single-family dwelling as a “public swimming pool” if utilizing a sharing economy platform.

**Please be aware that this document ONLY provides summaries and interpretations of Sections 4.7 and 4.51 of Session Law 2024-49. The language of this Session Law can be found [HERE](#).**

**INTERPRETATION**

**Section 4.7:**

The "annual agreement" referenced in G.S. 143-300.8(b) pertains to the Consolidated Agreement renewed annually between DHHS and LHDs. However, this does not preclude additional agreements integrating Section 4.7 requirements.

The law mandates that LHDs establish annual agreements with DHHS, encompassing quality assurance requirements for environmental health services. These requirements will focus on Onsite Wastewater, Private Wells, Food Establishments, Lodging, Institutions, Public Swimming Pools, Tattoos, Childhood Lead Poisoning Prevention, Child Care Centers, and School Buildings.

Regional Specialists are available to provide support in developing quality assurance programs ahead of their formal inclusion in the consolidated agreement. In addition, the Environmental Health Section will identify minimum criteria and develop templates to assist LHDs.

Under G.S. 143-300.8(d), failure to comply with, or enter into, the consolidated agreement shall lead to the local health department assuming full responsibility for judgments or settlements concerning registered environmental health specialists/interns/associates. The Attorney General shall not defend a registered environmental health specialist/intern/associate that is employed by a LHD that has failed to comply with, or enter into, the consolidated agreement.

The Environmental Health Section's interpretation regarding liability provides that noncompliance in one program area is unique to that area and doesn't mean that the LHD assumes full liability for compliant program areas.

***Please note that while this Section is effective immediately, understand that quality assurance requirements must be placed into the consolidated agreement first. We do encourage LHDs to begin planning and implementing quality assurance requirements ahead of the consolidated agreement changes.***

#### **Section 4.51:**

This Section amends G.S. 130A-280 to exempt swimming pools serving a single-family dwelling "which is offered to, and used by, individuals on a temporary basis utilizing a sharing economy platform. For the purposes of this subdivision, a sharing economy platform means an online platform used to facilitate peer-to-peer transactions to acquire, provide, or share access to goods and services." To be exempt, these pools must meet the minimum safety requirements set forth in the provision. Examples of sharing economy platforms are Swimply, Uber, and Airbnb. Thus, a single-family dwelling with a swimming pool rented out through a sharing economy platform, such as Swimply, that also meets the minimum safety requirements in this Section, does not meet the definition of a public swimming pool in accordance with G.S. 130A-280, and is not regulated by DHHS or LHDs.

A pool being rented out through a sharing economy platform that does not meet the minimum safety requirements set forth in this Section is not exempt from the rules governing public swimming pools. However, meeting these requirements is the responsibility of the owner of the swimming pool. The law does not grant DHHS or LHDs authority to inspect pools for compliance with these requirements prior to a pool being rented out. However, if a complaint is received that a pool is operating without meeting these requirements, the complaint should be investigated as any other complaint of an unpermitted public swimming pool. The owner of a pool being rented out through a sharing economy platform that does not meet these requirements can either seek a public swimming pool permit or bring the pool into compliance with the minimum safety requirements in Section 4.51.

*NOTE: Position statements are policy documents intended to clarify how to interpret or enforce a law or rule. They are not enforceable on their own but are intended to promote uniform interpretation and enforcement of the underlying law or rule.*

***Please note that this Section becomes effective July 1, 2025.***

Please contact the Environmental Health Section if you have questions regarding this position statement.

### **Frequently Asked Questions**

1. If our local health department is non-compliant with the quality assurance requirements in the consolidated agreement in one program area (e.g., tattoos) but compliant in another program area (e.g., onsite water protection), and we have a judgment or settlement in the compliant program area (i.e., onsite water protection), are we responsible for 100% of that judgment or settlement?

**Section Response:** No. Failure to comply with the quality assurance requirements in one program area does not require the local health department to assume full liability in another compliant program area.

2. If our local health department has a judgment or settlement in a program area (e.g., onsite water protection) based on work that was performed prior to the effective date of this Session Law, and we are compliant with the consolidated agreement in this program area, what is our liability?

**Section Response:** This section applies to cases filed after the law becomes effective. For cases filed prior to this law taking effect, liability issues will be resolved how they have been in the past.

3. If our local health department has a judgment or settlement in a program area from work performed in a year that our department was non-compliant with the consolidated agreement, but we are currently compliant with the consolidated agreement, what is our liability?

**Section Response:** The local health department would be responsible for 100% of the judgment or settlement. Determination of liability responsibility is based on compliance at the time of the conduct giving rise to the judgment or settlement. However, in a situation where a local health department that previously was out of compliance has taken meaningful steps to correct past errors, the Department may consider exercising its discretion, pursuant to G.S. 143-300.8 paragraph (c), to pay a portion of the judgment or settlement.

4. If our local health department has a judgment or settlement in a program area from work performed in a year that our department was compliant with the consolidated agreement, but we are currently non-compliant with the consolidated agreement, what is our liability?

**Section Response:** The local health department would be responsible for 50% of the judgment or settlement. Determination of liability is based on compliance at the time of the conduct giving rise to the judgment or settlement.

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