

(ii) To conduct or assess sampling of the work place atmosphere to determine employee exposure levels;

(iii) To conduct pre-assignment or periodic medical surveillance of exposed employees;

(iv) To provide medical treatment to an exposed employee;

(v) To select or assess appropriate personal protective equipment for exposed employees;

(vi) To design or assess engineering controls or other protective measures for exposed employees; and

(vii) To conduct studies to determine the health effects of exposure;

(3) The request explains in detail why the disclosure of the specific chemical identity is essential and that, in lieu thereof, the disclosure of the following information would not enable the health professional to provide the occupational health services described in paragraph (2) of this subsection:

(i) The properties and effects of the chemical;

(ii) Measures for controlling worker's exposure to the chemical;

(iii) Methods of monitoring and analyzing worker exposure to the chemical; and

(iv) Methods of diagnosing and treating harmful exposures to the chemical;

(4) The request includes a description of the procedures to be used to maintain the confidentiality of the disclosed information; and

(5) The health professional, and the employer or contractor of the health professional's services such as downstream employer, labor organization, or individual employer, agree in a written confidentiality agreement that the health professional will not use the trade secret information for any purpose other than the health need asserted and agree not to release the information under any circumstances other than to the Maryland Occupational Safety and Health Administration, as provided in subsection (g) of this section, except as authorized by the terms of the agreement or by the chemical manufacturer or employer.

(e) The confidentiality agreement authorized by subsection (d) of this section:

(1) May restrict the use of the information to the health purposes indicated in the written statement of need;

(2) May provide for appropriate legal remedies in the event of a breach of the agreement, including stipulation of a reasonable pre-estimate of likely damages; and

(3) May not include requirements for a posting of a penalty bond.