

BROADWATER COUNTY BOARD OF HEALTH

515 Broadway, Townsend

October 19, 2022 at 1:00 PM

Meetings are held at the Flynn Building (old Opportunity Bank) 416 Broadway
Agendas, Documents, Official Meetings Minutes and videos of Board of Health meetings are
available and at

<https://www.broadwatercountymt.com>

Broadwater County is no longer using youtube.com to live stream meetings.

Now you can go to the www.broadwatercountymt.com to view

Official agendas are posted in the Courthouse (1st Floor Bulletin Board) and in the window of the Flynn Building

Approval of minutes dated April 27, 2022

Old Business

- Public Health Officer
- Public Health Nurse
- Board of Health Members
- County Sanitarian

New Business:

- Board of Health Members- Jennifer Krueger, Director of Nursing, Billings Clinic Broadwater
- Public Health Officer
- Public Health Nurse
- County Sanitarian- Wastewater Permits Issued

2023 Cooperative Agreement

- Other reports

Public comment period will be at the beginning of each meeting. Mail & Items for Discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change.

Mike Delger,	Chairman	406-266-9271
Debi Randolph,	Vice Chair	406-266-9270
Dwight Thompson		406-220-0736
JJ Conner		406-202-3369

Public comment period (on items not on the agenda) will be at the beginning of each meeting. Mail & Items for Discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change.

Consent Agenda

- ✓ Management – board appointments
- ✓ Budget
- ✓ Mail
- ✓ Correspondence – support letters

October 13, 2022

Broadwater County Health Commission
Townsend, Mt 59644

Dear Broadwater Board of Health,

As Director of Nursing of Billings Clinic Broadwater, I am expressing interest on being a member of the Board of Health.

I understand that the next meeting is October 19 at 1:00, unfortunately I will be unable to attend as the hospital is having facility assessments that day.

Best regards,

Jennifer Krueger

Cooperative Agreement

Between
Montana Department of Public Health and Human Services
And
Board of Health

Identity of Parties and Purpose Statement

This **Cooperative Agreement** (Agreement) is between the **Montana Department of Public Health and Human Services** (DPHHS), and the _____ **County Board of Health** (BOH).

The purpose of this Agreement is to establish a payment schedule for maximizing the disbursement of funds to the BOH to support inspections of licensed establishments and to determine which optional programs the BOH will conduct.

A failure to sign this agreement may result in the inability of a local health jurisdiction to maximize funding. Each completed in-person inspection will result in a payment equal to the license fee or the portion of that fee designated in the applicable statute. DPHHS will not provide reimbursement for incomplete inspections.

Period of Performance and Termination of this Cooperative Agreement

This Cooperative Agreement is effective from **January 1, 2023 through December 31, 2023** and cannot be terminated except by written notification from one of the parties with a minimum of 30-day notice. This agreement may not be extended.

Sole Agreement

This is the only Agreement between the parties with respect to payments for inspections for licensed establishments. This Agreement replaces any previous Cooperative Agreement(s) entered into by the parties with respect to payments and responsibilities for inspections of public establishments as defined in this agreement.

Alterations or Amendments

The parties may amend this Cooperative Agreement by mutual agreement. Any amendment is effective only when in writing and signed by both parties.

Responsibilities of the parties:

The BOH agrees:

1. To inspect the following types of licensed establishments within its jurisdiction, in-person, on an annual or more frequent basis as described below:
 - a) Inspections required to be performed by local health jurisdictions
 - i. Retail Food Establishments

- ii. Wholesale Food Establishments
 - iii. Trailer Courts & Campgrounds
 - iv. Public Accommodation (see 2a for exceptions)
- b) The BOH agrees to conduct the following activities (please check all that apply):
- i. Conduct pools, spas and other water feature inspections – Seasonal establishments must be inspected once per calendar year. Year-round establishments must have one full facility inspection and one critical point inspection conducted per year.
 - Yes
 - No
 - ii. Conduct body art establishment inspections for your county.
 - Yes
 - No
 - iii. Conduct body art establishment plan reviews for your county.
 - Yes
 - No
 - iv. Peer to Peer Inspector Training (see Appendix Band Table 3)
 - Yes
 - No
 - v. Conduct joint wholesale processing and product label reviews with DPHHS
 - Yes, county will review processing and product label reviews with DPHHS
 - No, DPHHS alone will review processing and labels.
 - vi. Conduct trailer court, campground, work camp, and youth camp plan reviews without DPHHS
 - Yes
 - Name of sanitarian that will be reviewing: _____
 - No
- c) If the BOH chooses not to perform inspections and/or plan or process reviews of pools, spas, and other water features, wholesale food establishments, or body art facilities, they will be conducted by the Department or its designee. A designee may include a neighboring county under contract with the Department.
- d) If the BOH opts out of Pool and Body Art inspections, the BOH gives DPHHS the authority to sign Pool, Spa, and Body Art licenses for the county.
- e) If the BOH opts into Peer to Peer Inspector Training, they agree to have Trainers host a trainee, travel to the trainee's county, or a combination of the two, to perform routine inspections of licensed establishments (See Appendix B and Table 3). Only DPHHS-standardized or FDA-standardized inspectors may provide the Peer to Peer inspections of retail food establishments. Opting into this program means that you are only obligated to assist counties as time allows. It does not mean that you are expected to prioritize neighboring county trainings over your own.

- f) During joint review, counties conducting their own plan reviews, wholesale labels and processing plans should submit the documents to DPHHS for review to ensure statewide consistency is maintained..
 - g) The option to review trailer court, campground, work camp, and youth camp plan reviews without DPHHS involvement is only available to sanitarians contracted with the DEQ per ARM 17.36.116. DPHHS reserves the right to audit all trailer court, campground, work camp, and youth camp plan review applications and make final determinations prior to issuing a license.
2. To inspect public sleeping accommodations within its jurisdiction as follows:
 - a) Inspect each hotel, motel, rooming house/boarding house/hostel in-person before initial license validation, upon complaint, and routinely inspect at least once annually;
 - b) Inspect each bed & breakfast and tourist/vacation home/condominium in-person before initial license validation and upon complaint;
 - c) Complete follow-up inspections as determined necessary by the sanitarian; and
 - d) Make a reasonable effort to license all operating establishments, including tourist homes.
 3. Inspections of licensed establishments, including pre-opening inspections, must be performed in-person, on-site by the local health officer, sanitarian, or sanitarian-in-training.
 4. To enter inspection dates into the Department's database, after inspection or within two weeks after the end of each quarter;
 5. A minimum of one person in the County will obtain access to the Department's licensing database, receive training, and enter the date and name of person performing each inspection;
 6. On a minimum of a quarterly basis, to notify the Department of any status changes to establishment licenses (i.e. out of business; change of ownership);
 7. To provide copies of inspection reports to the Department for auditing purposes, upon request;
 8. To notify the Department when a sanitarian or the BOH takes enforcement action that may impact a license; and
 9. To be eligible for payment from the Local Board Inspection Fund (LBIF), the County must maintain a functioning local board of health as required by Title 50 of the Montana Code Annotated.

The Department agrees:

1. To pay the percentage required by statute of each licensing fee received by the

Department into a Local Board Inspection Fund. Fees paid into the fund will be collected from licensees of retail food establishments, wholesale food establishments, public accommodations, trailer courts and campgrounds, and, if applicable, body art establishments (see Table 2), pools, spas, and other water features;

2. To pay the BOH the license fee or fees associated with an establishment from the local board inspection fund, so long as the licensed establishment is inspected in-person or reported as permanently closed and the license fee or fees have been paid by the establishment.
3. If the BOH inspects licensed establishments in program categories covered by this agreement before the end of the licensure year, payment from the Local Board Inspection Fund will be made at the rates according to statute using the payment schedule in Table 1. Payment rules to be applied to the percentages can be found in Appendix A;
4. To provide copies of plan review correspondence to the county sanitarian;
5. The amount available from the local board inspection fund is solely dependent upon fees paid by licensed establishments within the relevant jurisdiction. The percentage paid to the BOH under the schedule is intended to be a percentage of the actual amount available in that fund based on amounts paid in from licensees. Under no circumstances will the Department be obligated to pay an amount larger than has been paid into the Local Board Inspection Fund. Payment is also dependent on statutory authority available to the State to make payments from the Local Board Inspection Fund;
6. To provide training, education, technical assistance and information to staff of local board of health;
7. To maintain a record of inspections submitted by the staff of the local board of health as required in rule; and
8. To provide analytical support through the Laboratory Services Bureau to the BOH's environmental health program regarding food safety. When necessary, support to environmental health programs may include food and environmental sampling for *Salmonella*, *Listeria*, and Shiga-toxin producing *E.coli*, along with clinical (human) testing for the analytes listed in the [public health laboratory manual](#).

The laboratory maintains and provides sample collection kits and technical support when food or water samples need to be collected and tested for contamination. This includes food sampling kits and drinking water emergency sampling supplies. Examples include assisting with *Listeria* swabbing or collecting and shipping samples of food for *Salmonella* or *E.coli* analysis.

The Laboratory Services Bureau is certified by Region 8 of the EPA and can provide water analysis for pesticides, herbicides, volatile organics, industrial chemicals, nutrients, enteric bacteria, oxygen demand, metals, mercury, as well as lead in paint

and dust wipes. The laboratory not only tests drinking water, but also wastewater, groundwater, sediment, solid wastes, and plant and fish tissues.

In an outbreak or emergency where the Department cannot provide laboratory support through the Laboratory Services Bureau, it will work closely with relevant regulatory agencies and their laboratories including the CDC, FDA, and USDA.

Table 1: Payment Schedule- Applies to Retail Food Establishments; Wholesale Food Establishments; Public Accommodations (except Tourist Homes and Bed & Breakfasts *see note) Trailer Courts/Campgrounds; Body Art Establishments; Pools, Spas and Other Water Features (if applicable):

Percent of Licensed Establishments Inspected in-person by the County during the licensure year	LBIF Disbursement by Percentage
90% - 100%	100% (of paid licenses)
< 90%	1 Payment per Paid License per Inspection

* Note: All license fees for Tourist Homes and Bed & Breakfast will be paid annually to the county and are not subject to Table 1.

Table 2: License fees reimbursed to counties performing in-person inspections of Body Art Establishments:

License type	License fee	Reimbursement per inspection
Tattooing	\$135	\$121.50 (90%)
Body Piercing	\$135	\$121.50 (90%)
Ear lobe piercing only	\$75	\$67.50 (90%)

Table 3: Peer to Peer Inspector training: Counties will be reimbursed for mileage, meals and lodging for their employees who may be either trainers or trainees and travel outside of their home counties for the purpose of peer-to-peer training. Counties who host a trainee will also be given an additional \$50 per training inspection. Please note that opting into this portion of the cooperative agreement does not obligate you to provide this service.

Peer to peer trainings will only be done when both counties have time (See Appendix B).

Lodging*	State Rate (Approx. \$96/Night)
Meals	Up to \$30.50 Per day
Mileage	\$0.279 Per mile
Additional Inspection Reimbursement	\$50.00 Per Inspection

* Note: Lodging will be reimbursed at the state rate unless preauthorization is granted by DPHHS; every attempt should be made to obtain state rates.

Both parties agree that:

1. The responsibilities of the parties are governed by the Montana Code Annotated and the Administrative Rules of Montana and nothing in this agreement is intended to contradict or supplant relevant provisions of the laws of Montana; and
2. The following process is to be used in the event of a disagreement between the BOH and the Food & Consumer Safety Section (FCSS) about the terms of this agreement.
 - a. If the BOH is unable to resolve their disagreement with FCSS, a written notification from the BOH must be provided to the Communicable Disease Control and Prevention Bureau Chief. The BOH shall provide in writing specific details about the remaining issues that are in dispute. The Bureau Chief shall attempt to resolve the dispute. If unable to resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the BOH in writing.
 - b. If resolution of the disagreement is not obtained, the BOH may request a review and written determination to be made by the Public Health and Safety Division Administrator.
 - c. The decision of the Division Administrator may be appealed to the Department Director, whose decision is final.

Liaisons:

These persons serve as the primary contacts between the parties regarding the performance of the task order.

1. Staci Evangeline is the liaison for DPHHS (phone: 406-444-5309)
2. Liaison for the BOH: _____
(Print name and title)

For: Montana Department of Public Health and Human Services

Signature: _____
Printed name and title: Todd Harwell, Division Administrator
Date: _____

For: _____ County Board of Health

Signature: _____
Printed name and title: _____
Date: _____

Please mail signed Agreement to:

Staci Evangeline, Supervisor
DPHHS-Food & Consumer Safety Section
P.O. Box 202951
Helena MT 59620-2951

Appendix A:

Payment Rules for Licensed Establishments

The following scenarios describe how credit for an in-person inspection will be applied to the percentage described in Table 1 of this Agreement. Any scenarios not covered by these business rules will be evaluated on a case by case basis.

Scenario	License Fee(s) paid	Inspection(s) completed	Credit(s) toward percentage
1	License fee paid	1 or more inspection(s) completed	1 credit toward percentage
2	License fee paid	0 inspections completed	0 credit toward percentage
3	License fee paid	0 inspection completed due to business closing	1 credit toward percentage
4	0 fees paid	0 inspections completed	0 credit toward percentage
5	2 license fees paid on 1 establishment due to change in ownership	2 inspections performed because of change in ownership	2 credits toward percentage
6	2 license fees paid on 1 establishment due to change in ownership	1 inspection performed	1 credit toward percentage
7	License fee paid for pool or spa operated throughout the year	1 full facility and 1 critical point inspection performed	1 credit toward percentage
8	License fee paid for seasonal pool or spa	1 full facility inspection performed	1 credit toward percentage

Appendix B:

Peer to Peer Inspector Training

One of the tasks of Food and Consumer Safety is to provide or facilitate training to ensure consistent, high quality inspections across the state. Joint inspections with experienced county inspectors are one way to accomplish that. To minimize the impact to county budgets, Food and Consumer Safety will fund peer to peer inspection training up to \$10,000 per year (allocated total for the entire state).

These funds are available on a first-come, first-serve basis for counties with a new inspector, or an inspector needing additional training in a certain type of inspection or inspection components outside of previous training. This may be a Sanitarian in Training (SIT) or is a sanitarian that is moving into inspection types with which they have limited experience.

Training will be provided at the discretion of the counties. If a county opts into this program but time and/or resources change the county is not obligated to host training or send a trainer to a neighboring county.

Minimum requirements for trainers:

1. Currently employed by a county and determined by FCS to be qualified to provide training;

The following applies to food inspections:

- a. Trainers must be standardized in food inspections by the State Standard or FDA Standard.
- b. Minimum Facility Requirements
 1. Risk Level 2, 3, or 4
- c. Inspections by Risk Level (see Annex 5, Table 1 of the 2013 Food Code)
 1. Risk Level 2 - no more than 3 inspections
 2. Risk Level 3 or 4 - up to 12 inspections
 3. If possible, facilities should include
 - a. retail processing,
 - b. HACCP, and
 - c. Molluscan shellfish sales or service
 4. FCS currently does not have plans to approve more than 15 Peer to Peer inspections at a time.

Reimbursement:

1. Trainers may host the trainee and/or travel to the trainee's county to perform inspections.
2. Reimbursement to the county for mileage, meals and lodging for either trainers or trainees who travel outside of their jurisdiction.
3. An additional \$50 per inspection for a county hosting a trainee, due to the additional amount of time required for training.

Projected Reimbursement per training:

Lodging	State Rate (Currently \$96/night)	x5 nights	\$480.00
Meals	\$30.50/day	x5 days	\$152.50
Mileage	\$0.279/mile	x400 miles	<u>\$111.60</u>
		Total travel	\$744.10
Additional inspection reimbursement			
	\$50.00/inspection	x15	<u>\$750.00</u>
Total per sanitarian trained			\$1494.10

All peer to peer training must be pre-approved by FCS. To receive pre-approval, send the section the following information:

- 1) The training inspector
- 2) The trainee
- 3) The establishments to be visited with the risk categories
- 4) The number of days and nights spent training
- 5) The projected lodging cost
- 6) The projected mileage cost