

**Lincoln County**  
**City-County Board of Health Agenda**  
**Lincoln County Courthouse**  
**6:00 PM, January 11, 2022**

- **Call to Order**
  - Pledge of Allegiance
  - Roll Call
- **Administrative Items**
  - *Action Item:* Election of officers
- **Public Comment on Items Not on Agenda and Non-Action Agenda Items**
- **Approval of Minutes**
  - 11/9/21
- **Unfinished Business**
  - *Action Item:* Approval of mission statement
  - Discussion of focus area liaisons
- **New Business**
- **Program Reports:**
  - **Public Health**
    - Communicable disease update
  - **Environmental Health**
    - *Action Item:* Approval of 2022 DPHHS Cooperative Agreement
  - **Solid Waste and Recycling**
  - **Asbestos Resource Program**
    - O&M Update
- **Focus Area Liaisons**
- **City Representative Reports**
- **Health Officer Report**
- **Adjourn**

# MISSION STATEMENT (pending)

## PUBLIC COMMENT

The Board encourages public comment and time is designated for public comment on every agenda. Public comment on non-action agenda items and non-agenda items is welcomed during the general public comment period. Action items will include public comment as follows:

- Presentation of the action item
- Board motion and second
- Board discussion
- **Public comment**
- Additional Board discussion
- Board vote

## GROUND RULES

1. Plan comments to be concise, relevant, and meaningful.
2. Keep questions and comments respectful in content and tone.
3. Submit lengthy, detailed comments or supporting documentation in writing
4. Address the problem not the person.
5. Be prepared by reviewing the agenda and pertinent information.
6. Listen with an open mind.
7. Focus on the mission statement.
8. Encourage participation of all board members and attendees.
9. Public participation according to Operating Procedure #2:
  - Participants will address the Board at the time designated in the agenda or as directed by the Board, by presenting before the Board and stating their name audibly.
  - Persons wishing to speak, including Board members, shall first be recognized by the Chair. One speaker shall be given the floor at a time and may not re-enter the discussion without being given recognition by the Chair.
  - Verbal comments will be limited to 3 minutes per individual or as time permits.
10. Participants ask the chair for permission to speak. Participants are to give their full name and topic.
11. Questions or remarks shall be addressed to the board as a body and not to any member of the board or staff without permission from the chair.
12. If a remark has been made, the attendee can agree with what was previously stated. Repetition is unnecessary.

Everyone is responsible for enforcing ground rules.

**Lincoln County**  
**City-County Board of Health Minutes**  
**Lincoln County Courthouse**  
**6:00 PM, November 9, 2021**

- **Call to Order at 6:31 p.m.**
  - Pledge of Allegiance
  - Roll Call: Jan Ivers, Josh Letcher, Jim Seifert, Amy Fantozzi, Deb Armstrong (via Zoom), Patty Kincheloe (via Zoom), Dr. Diana Carvey (via Zoom). Quorum present.
- **Public Comment on Items Not on Agenda and Non-Action Agenda Items**
  - Evan Comella asked for clarification on mission statements and relationship of Board of Health and LC Health Department.
  - Diane Watson (Eureka via zoom) asked that agenda for meetings be posted at least 7 days in advance, favors keeping the current mission statement, and necessity of ground rules.
  - Evan Comella requested clarification on comments (written, spoken during meeting, emailed) and how they are documented and shared.
- **Approval of Minutes**
  - Amy Fantozzi motioned to accept 10/12/21 and 10/19/21 minutes. All in favor. Motion passed.
  - Deb asked for clarification on COVID19 Plan and what that plan is. Communicable Disease Response Plan and the Pandemic Influenza Plans are followed by Health Department, which are both available on the Board of Health website.
- **Unfinished Business**
  - Action Item: Approval of ground rules
    - Patty and Jan offered a few grammatical changes for final document
    - Jim motioned to approve the ground rules with grammatical changes. All in favor. Motion passed.
  - Discussion of mission statement: Jan reads current BOH and LCHD mission statements. Discussion on which statement to use or to keep as is. Kathi will send those out to BOH members to be voted on at next meeting.
- **New Business**
  - Discussion of focus Area Liaisons: Past liaisons are no longer on the Board. These roles were developed to enhance communication between the BOH and HD. Jan asked members to consider if liaisons are wanted or not along with area of interest.
- **Program Reports:**
  - **Public Health**
    - Communicable disease update: Jenn McCully provided communicable disease snapshot for the county. Jenn will seek legal advice about reporting out deaths in each part of the county. If she is able, she will add that to her monthly report. Jenn will also send out information clarifying HIPAA laws.
  - **Environmental Health**
    - Kathi introduced Nick Raines, the new Planner/Sanitarian for the Health Department.

- **Solid Waste and Recycling**
  - None at this time
- **Asbestos Resource Program**
  - Virginia Kocieda gave O&M and Asbestos Resource Program updates for the month of October with 27 calls total with the majority from Libby. 31 sites were visited with the majority from Libby. There were 3 ongoing abatements or abatements in planning stages. Dec. 1, 2021 at 11 am will be update in Commissioner's Room on EPA on Libby Asbestos Superfund site. Last update was June of last year.
- **City Representative Reports**
  - Troy City Council: No update at this time.
  - Libby City Council: No update at this time.
  - Eureka City Council: Deb reported Eureka having an uptick in cases and requested a COVID19 Plan to help that community through the outbreak.
- **Health Officer Report**
  - Dr. Black asked what the Board could do to help with rise in COVID cases and deaths throughout the county. Would like the Board to address, in an effective way, responses that are known to work and prevent future outbreaks.
  - Jenn gave clarification on vaccination statuses.
- **Amy motioned to adjourn. All in favor. Meeting adjourned at 7:48 p.m. Next meeting will be Tuesday, January 11, 2022 at 6 pm.**

**Operating Procedure #1  
City-County Board of Health  
Lincoln County, Montana  
(Final- Approved 8 March 2017)**

**Focus Area Liaisons**

1. The Board may assign a Liaison for specific focus areas, with the objective of promoting:
  - A. Communication and cooperation between the Board and the Department;
  - B. Support of Department activities, including technical expertise;
  - C. Increased understanding of focus area issues and activities; and
  - D. Increased advocacy with the public and other entities for Board and Department activities.
2. Liaisons may be assigned, or reassigned, at any time by Chair with input from the Board, as documented in minutes, and other means as desired. Assignments will be reviewed and updated at least annually at the first meeting of each calendar year.
3. Focus Areas may include, but are not limited to, the following:
  - A. Environmental Health;
  - B. Superfund Sites;
  - C. Public Health; and
  - D. Landfill.
4. For each Focus Area, one to three Board members will be assigned to act as Liaisons. If more than one Board member is assigned, then one (or two) will be designated as the leader, or co-leaders.
5. A Focus Area Liaison may recommend the formation of one of more work groups that include public or specialized participants, such as legal counsel, consultants, etc. Any such work groups must be approved in advance by the Board.
6. The Focus Area Liaisons are expected to work closely with the Department Director and staff. The Liaison roles are not supervisory or management roles for the Department. Focus area reports at Board meetings will be conducted by the Department staff, and may include input from the Board Focus Area Liaisons.
7. Creation and functioning of Focus Area Liaisons is not intended to be exclusionary to Board Members not assigned to that particular area.

**Superfund Focus Area Liaison**  
**City-County Board of Health**  
**Lincoln County, Montana**  
(Revision Date: February 28, 2017)

**Assigned Liaison(s):**

Commissioner Mark Peck (Co-Lead)  
George Jamison (Co-Lead)

**Overall Objectives:**

Provide liaison and support of Asbestos Resource Program, and successful implementation of the O&M program for the Libby Asbestos Superfund Site.  
Be responsive to future considerations of the Libby Groundwater Superfund Site.

**Primary Objectives (Asbestos site):**

**Short Term:**

- Support for Grant Renewal
- Gain detailed understanding of O&M issues
- Interaction with EPA and DEQ staff (in support and conjunction with the County's Asbestos Resource Program Manager)
- Begin process of forming IC Steering Committee (solicit interest, applications, interviews)
- Identify sources for specialized support, e.g., legal, consulting, etc

**Longer Term:**

- Appointment by BOH of IC Steering Committee members based on recommendations from Focus Area Liaisons; goal is for April BOH meeting
- Engage technical and legal services
- Identify issue areas
- Identify specific authorities and responsibilities of BOH, Commissioners, Cities, etc relative to O&M plan and implementation
- Engage proactively in development of ICs
- Recommend ICs to the BOH and Commissioners

**Anticipated Milestones:**

Appoint IC Steering Committee- April BOH meeting  
Acquire technical and legal support services- April/May

**Resources Needed:**

Technical services  
Legal services

## **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 Lincoln **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 inspection will result in a payment equal to the license fee or the portion of that fee designated in the applicable statute.

### **Period of Performance and Termination of this Cooperative Agreement**

This Cooperative Agreement is effective from **January 1, 2022 through December 31, 2022** 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 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. 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. Body Art Establishment Inspections
    - Yes
    - No
  - iii. Body Art Establishment Plan Review
    - Yes
    - No
  - iv. Peer to Peer Inspector Training (see Appendix Band Table 3)
    - Yes
    - No
  - v. Perform joint wholesale food establishment food processing and product labeling reviews with the department.
    - Yes
    - 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.

2. To inspect public sleeping accommodations within its jurisdiction as follows:

- a) Inspect each hotel, motel, rooming house/boarding house/hostel before initial license validation, upon complaint, and routinely inspect at least once annually;



- b) Inspect each bed & breakfast and tourist/vacation home/condominium 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 must be performed 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 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 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 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. Ed Evanson is the liaison for DPHHS (phone: 406-444-5309)
2. Liaison for the BOH: Kathi Hooper, Director  
(Print name and title)

**For: Montana Department of Public Health and Human Services**

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

**For: Lincoln County Board of Health**

Signature: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address to mail BOH signed copy: City-County BOH for Lincoln County  
418 Mineral Ave  
Libby, MT 59923

Please mail signed Agreement to: Ed Evanson, 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 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.

<b>Scenario</b>	<b>License Fee(s) paid</b>	<b>Inspection(s) completed</b>	<b>Credit(s) toward percentage</b>
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>
<b>Total per sanitarian trained</b>			<b>\$1494.10</b>

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