

## RESOLUTION NO. 3763

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY, THROUGH ITS BOARD OF HEALTH, TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES FOR FEES AND INSPECTIONS FOR CALENDAR YEAR 2015**

*WHEREAS*, the City of Miles City through its Board of Health conducts certain health inspections within the incorporated limits of the City of Miles City, and the Montana Department of Public Health and Human Services pays certain amounts to the City for conducting such inspections;

*AND WHEREAS* the obligations of the parties regarding the foregoing inspections and payments have been reduced to writing;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The Cooperative Agreement between the Miles City Board of Health and the Montana Department of Public Health and Human Services, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Chairperson of the City of Miles City Board of Health is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto.
3. The Chairperson of the City of Miles City Board of Health is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25<sup>th</sup> DAY OF NOVEMBER, 2014.**

  
\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:



Lorrie Pearce, City Clerk

Rev 3763

DEC 12 2014

FOOD & CONSUMER  
SAFETY SECTION

**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 **MILES CITY JURISDICTION 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 will result in the local health jurisdiction not receiving quarterly payments for inspections completed. Each completed inspection will result in a payment equal to the license fee or the portion of that fee designated in the applicable statute.X

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

This Cooperative Agreement is effective from **January 1, 2015 through December 31, 2015** 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 basis:
  - 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:

i. Pools, Spas and Other Water Feature Inspections

No

ii. Body Art Establishment Inspections

No

iii. Body Art Establishment Plan Review

No

c) If the local health jurisdiction is not capable of performing inspections of pools, spas and other water features, and body art facilities they will be conducted by the department or its designee. A designee may include a neighboring area Miles City under contract with the Department.

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 inspected 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. Enter inspection dates into the Department's database, within two weeks after the end of each quarter.

5. A minimum of one person in the Miles City 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, notify the Department of any status changes to establishment licenses (i.e. out of business; change of ownership);

7. Provide copies of inspection reports to the Department for auditing purposes, upon request;

8. Notify the Department when a sanitarian or the BOH takes enforcement action that may impact a license;

9. To be eligible for payment from the Local Board Inspection Fund (LBIF), the Miles City 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 all 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 all 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 below. Payment rules to be applied to the percentages can be found in Appendix A.
4. To provide copies of plan review correspondence to the Miles City sanitarian; and
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; and;
7. To maintain a record of inspections submitted by the staff of the local board of health department as required in rule.

**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 Miles City during the licensure year	LBIF Disbursement by Percentage
90% -100%	100% (of paid licenses)
< 90%	1 to 1 (per paid license)

\* Note: All license fees for Tourist Homes and Bed & Breakfast will paid annually to the Miles City 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%)

**Both parties agree that:**

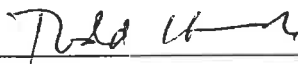
1. The responsibilities of the parties are governed by the Montana Code Annotated and the Administrative Rules of Montana and nothing in this agreement is intended to contradict or supplant relevant provisions of the laws of Montana; and
2. The following process is to be used in the event of a disagreement 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:**

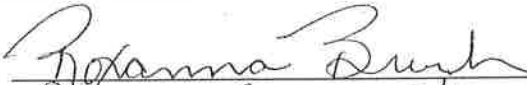
These persons serve as the primary contacts between the parties regarding the performance of the task order.

1. Ed Evanson is the liaison for DPHHS (phone: 406-444-5309)
2. Liaison for the BOH: MICHAEL S RINALDI RS  
Environmental Health Officer  
*(Print name and title)*

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

Signature:   
Printed name and title: Todd Harwell, Division Administrator  
Date: 1-8-15

**By : MILES CITY JURISDICTION Board of Health**

Signature:   
Printed name and title: Roxanna Brush Chairperson  
Date: 12-9-14

Please mail signed Agreement to: Ed Evanson, Supervisor  
DPHHS-Food & Consumer Safety Section  
P.O. Box 202951  
Helena MT 59620-2951

**DPHHS**  
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Appendix A – Payment Rules for Licensed Establishments

(These rules apply to permanent and temporary licenses)

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 temporary food service	1 plan review and/or inspection performed	1 credit toward percentage
8	License fee paid for pool or spa operated throughout the year	1 full facility and 1 critical point inspection performed	1 credit toward percentage
9	License fee paid for seasonal pool or spa	1 full facility inspection performed	1 credit toward percentage