

Committee for Health Department Service Integration
Minutes and Notes of Meeting
October 25, 2007

Beth Huddleston called the meeting to order.

Attendance: TCHD Board member Beth Huddleston, Branson Mayor Raeanne Presley, Branson Public Relations Director Jerry Adams, Taney County Health Department Director Jim Berry, City of Branson Alderman Robert McDowell, Branson Lodging Association member Linda Sprague. Tim Bonner of KRZK was on hand to report on the meeting. Branson Health Department Director Linn Smith arrived after the meeting began.

A motion was made by Linda Sprague and seconded by Raeanne Presley to approve minutes of the September 27th meeting. The motion passed unanimously after inspection of the minutes.

Jim Berry informed the other members of the task force that both the Branson City Council and the Taney County Board of Health had read and accepted the resolution the task force had approved at its last meeting.

Discussion then turned to the stakeholders' meetings. Raeanne Presley mentioned that they had come up with ideas last meeting for more than simply informing the stakeholders of what we were planning to do. Jim reminded the task force of Jerry Shakette's comments from the prior meeting, when speaking to the presidents of the Springfield Branson Restaurant Association and the Chef's Association. Both presidents essentially told him to "have a good meeting," when informed that the current services and the standards for the inspections would remain the same as they always had.

Linda requested a definition of the term "stakeholder." Robert McDowell summed it up as "any organization or group of people that the merging of the two departments would impact." He went on to give examples such as the restaurant owners, the lodging owners, the employees, the health care professionals and the citizens of the county.

Jim then brought up the FAQ sheet that Kathryn Buckstaff had made for the task force. During the last meeting, the task force had suggested changes to the FAQ sheet, and Kathryn had made several changes from its original form, however not all of the members had received them as of yet. It was felt that this FAQ sheet, slightly modified, would make a good press release for the general public.

Linda was of the opinion that, when informed that the services and inspection criteria would not change; the Lodging Association members would reply much like the Restaurant Association and Chef's Association, and have few if any questions beyond that.

Beth asked if anyone on the task force had gotten any input from the general populace. Raeanne stated that she had spoken briefly with a local architect on the way to the current meeting and his statement was that, "while he didn't know much about it, it sounded to him like a good thing."

Robert McDowell stated that if he was in the business community, he would wonder about what services would be provided or dropped that would change the way he conducts his business. He said that he didn't know of any, but Jim and Linn would have to help the task force with those items. He went on to state that the business owners are assuming that they are still going to have to meet the same standards, provide the same leadership to their companies to take care of certain rules and regulations, how frequently they would be inspected or audited, and the penalties involved, and who would be the contact person for the Health Department. Those are the kinds of questions he thought would be in the minds of the business owners, and the questions the task force would need to be able to answer. Otherwise, it's 'business as usual.'

Raeanne agreed, but added that you always wanted to err on the side of allowing the people to speak their mind. She was unsure of the best forum to address these concerns. Raeanne then asked Linda if they should attend a Lodging Association luncheon and address the hotel and motel owners in that environment.

Linda continued that thought, and stated that if there were any questions that had not yet been addressed by the task force they could simply tell them "I'll just have to get back with you, I don't really know the answer at this time," and bring the question back to the task force to work out the answer. Linda went on to state, "I can't imagine that anybody – it's not going to cost them more, it's not going to change any of the inspections, there's no more penalties involved – that they'd object to it."

Jim mentioned that perhaps, in conjunction with the Chamber of Commerce the task force could mail out information to all of the businesses.

Robert McDowell stated that the biggest concern that he heard was from the employees on both sides. "...I was wondering whether or not it would be helpful to create a skeleton defining the job titles and number of employees for each department".

Raeanne stated that the task force had already created an organizational chart; however she and Jim both replied that such a chart had not been shared with the employees when Robert asked.

Robert asked if this would not go a long way to help the employees understand how the new health department would be organized.

Jim stated that the draft agreement that the task force planned on going over later in the meeting touched on most of the issues that he and Linn think will surface, and with the task force's approval and direction, they could let the groups know that this would be the direction the merger was going. The agreement would authorize - or at least recognize- him, as the director of the new health department to be holding follow-up meetings in which these points could be discussed.

Raeanne asked if Jim thought that the task force was getting ahead of itself in the planning of the stakeholders' meetings.

Jim replied that he did not think that, and that the planning of the stakeholders' meetings should probably occur at about this time. "No, I think... that if we can agree as a task force about the direction that we are going then I think we're in line to start looking at the organizational charts, and telling the employees that 'I'm here, as the director, and these are the department heads, and this is your function and responsibilities, and this is how it's going to relate.' They're not going to have to worry too much about the financing involved as long as they know it's in place."

Robert stated that there was a tremendous amount of speculative activity that would go away if the task force would be able to put that organizational chart together.

Beth asked if the employees had been talking to Robert about their opinions of the merger. Robert replied that Raeanne and Frank (Schoneboom, COB Administrator) had met with the employees earlier in the month.

Raeanne gave a short report of the meeting, and the fact that she had created a list, with no names attached, of questions and concerns that the employees had. She stated specifically that the City employees did not think that the TCHD employees knew much about what their job functions were, and that they were very proud of the work that they did.

Linda Sprague questioned whether certain of the employee's questions regarding the merger were under the task force's area of concern.

Robert replied that it was the task force's responsibility to all of the stakeholders to properly organize the merger in a manner that protects all of the stakeholders, be it the general public, the employees, or the businesses that would be inspected by the new department.

Jim stated that the task force needed to reassure the employees that their concerns were being addressed.

Raeanne stated that there were several issues that the employees had brought up that she had not thought about the merger, and stated that the employees' perspective was important, as they were the ones that did the job.

Beth asked Raeanne if the things that were brought up in the meeting had been addressed as of yet. Raeanne replied that they had not as yet, but needed to just go through the list one point at a time.

Raeanne then stated that Anne (Davy, Skaggs Community Hospital) had emailed her a list of things that helped during the recent merger of the Heart Center and the hospital. The list of items included face-to-face meetings, conference calls, and question and answer sheets from the meetings. Ann also sent the following advice in the email: Make sure there is a clearly defined supervisor; make sure the computers will work with each other; and to have clear job descriptions.

Raeanne mentioned that she had spoken with Jim about some members of the task force and some of the TCHD employees "shadow" some of the City employees for a day or so to get a better idea of the way they work, the pace they set, and some of what they deal with on a daily basis.

Beth asked if she was suggesting someone other than Jim doing that.

Raeanne said she wasn't sure on that, they hadn't really gotten that far on the discussion.

Jim added that some of the discussion he had heard from Raeanne and Frank had had with the employees was that the City employees did not think that the TCHD employees really understand what they do. Jim also stated that he was not sure if the employees for the City of Branson Health department completely understood the many job functions of the TCHD employees, that TCHD does just as well as the City employees do environmental health. The only things that the two departments worked hand in

hand with was the accreditation and the handling of outbreaks, such as Norovirus, Hepatitis A, and the like.

Beth stated that it sounded like a basic course in public health. "I mean, if they don't understand what general public health is, and we don't understand what environmental health is, then it sounds like Public Health 101 should be taught to both of them."

Raeanne said that she thought that there needed to be some camaraderie developed between the two departments, and "more than just a pizza party."

Jim said that it might not be a bad idea for some of the nurses to go out with the inspectors for a day or two to get a feel for exactly what was involved in the inspections.

Beth agreed, saying that while she was working at Greene County it was a real eye opener to go from the sterile environment to inspecting meat processing plants and dairy barns with a sanitarian.

Jim said he saw it as an opportunity to start bringing together the employees under common leadership to allow them to get a feel for the management style.

Discussion continued as to whether or not it was necessary for the employees to know everything about each other's jobs. It was decided that that might not be necessary, but some such interaction between the staffs might be considered.

Robert said "I think its okay for them to be overtly prideful of their unique discipline. I think back on our company, we had the mechanics versus the drivers, and how we kind of managed that, and I think this is the same way."

Raeanne gave her opinion of the subject, as "I'm not sure if I have the answer. I just think that as we simultaneously go through all the minutiae of the contract that we need to remember that it's real people on both sides. Even your staff," she said, looking to Jim, she continued, "is going to wonder 'What if Branson comes in here and they get special treatment?' or 'What if they get more money for things than I've got?' You've got to know that your staff has questions too. All of sudden, it's like you're in a mixed family and here comes Mom bringing her kids, and why am I sharing the bathroom and all that stuff. We should do all we can, so that we aren't setting ourselves up for failure, because I think you'll lose some people, maybe on both sides that it would be a shame to lose."

Beth stated that "I think that the longer that the delay happens the more questions that are going to be raised and the more anxious everyone will get."

Robert added "But once this is done, all that's keeping us from doing this is ourselves."

Raeanne said "Okay, then let's go through this draft. Jim, I think you're probably the most familiar with it."

Beth stated that she had taken about an hour to read through it that morning, and that she thought it took very good care of the City employees.

Jim Berry then stepped everyone through the Draft version of the Agreement.

Jim stated at the beginning that some of the things that were in the Agreement had not been ran by any legal experts, so he was unsure that all of the points in the Agreement were strictly legal in their current wording.

The beginning overview stated the reasons for the creation of the single Health Department from the two current departments.

We start out by trying to address some of the concerns that we've discussed for the ordinances in place for specifically what the City of Branson wanted and rather than just go in and ask that the city just rescind all of the current ordinances, we should look at the current ordinances and see what could work. The first step in doing that is to determine whether or not City Council has the power to authorize me as the Director of the County Health department the power to enforce the ordinances, even though they are City ordinances. If that can occur, if everybody is comfortable with that, it strengthens our ability to enforce those ordinances through municipal court as has been done in the past.

Raeanne interjected that that had been one of the employee's concerns as well, as the employees knew that the municipal court was able to act much quicker than the county prosecutor's office.

Robert added that the task force needed to make certain that the ordinances would provide for that, as his understanding of the current ordinances called for a bid process for services in such an event.

Jim replied that that was one of the reasons that it needed to be looked at by the lawyers.

The next item Jim mentioned would be provisions for the specialized software, vehicles, and the other city assets that would have to be transferred to the new department.

The concept was that there would be an equal contribution between the City and the TCHD in the way of assets, in that the City of Branson would make available their current tangible assets to the new department, while the County would provide an appropriate facility to house those assets, including the lab and all that.

Raeanne asked Jim that since it would take longer to build the new facility than to iron out the agreement, what would the new department do for facilities in between the signing of the agreement and the facilities being ready.

Jim said that that point was addressed later on in the document, but the short version is that the new Health Department would remain housed at the City while the new department planned and constructed the new facility, allowing the employees to participate in the design of the new building.

"Some people may question why the City would be making assets available to the County Health Department. We're also making an equal amount, and possibly even a little more into the facility that would meet that need.

Raeanne agreed that the County needed to have some equity in the new department

Jim said, "This will make it equal contributions from both the City and the County."

Raeanne asked about the problems with the business licensing and other possible computer issues.

Jim replied that that was also covered in the agreement, and that he had already approached Linda Randolph to see if she would be interested in being the liaison between the Health Department and the City of Branson to deal with the plan reviews, the business licenses, and other such responsibilities as needed.

Linda asked if both the city and the county currently inspected her restaurant.

Jim replied that as of this time, she was only inspected by the city. The County had, at the recommendation of the City Health Department, adopted the same 1999 Food Code as the countywide code that the City currently uses. Theoretically, the City could rescind the ordinances adopting that code and the County could do the inspections, but the enforcement in that situation would also have to come through the county, which is what they would prefer to avoid if at all possible, due to the length of time such prosecution would take.

Robert asked about possible amendment of the agreement after the fact, which Jim said was also included in the document. Jim quoted from the agreement on page one. "For the first two years, the City would be able to appoint two members to a transition task force for the purpose of providing guidance on policy issues."

Raeanne asked about the differences between the LAGERS retirement program, and Jim explained that the current employees of the City would have their start dates, seniority, vacation days, sick time and vestment in the LAGERS program would cross over. This includes the amount of partial vestment, if the employees had been working for the City less than five years. The only difference between the version of LAGERS that they were currently in and the one they would receive as TCHD employees was that they would no longer be contributing 4% of their pay to the program, and the multiplier for the program would be 1.5 instead of the current 2 that they have from the City. The LAGERS program assets would be figured at the mixed multiples based on the time spent at each employer, so that the 2 multiplier would be used for time at City and combined with the 1.5 multiplier for the time at TCHD. This is the standard way that the LAGERS system handles the changing of an employee from one employer that uses the program to another.

The question was raised if the employees could voluntarily take the 4% and put it into the LAGERS program. Jim responded that they could not do that, but nothing was stopping the employees to use any other retirement vehicle such as an IRA or 457 plan in addition to the LAGERS retirement plan.

"We put that in there specifically so that the employees would know that we had addressed that." Jim concluded.

Animal Control was the next issue brought up. Jim stated that he had changed his opinion while in the process of drafting the agreement. He had originally thought that he could not see TCHD being able to continue to provide Animal Control for the City of Branson and not do it for the other communities in the county. He did not want to get involved in that. When they started looking at the various options that they had, TCHD would still be responsible for the animal bite reports, which they pay extra to the City under the current contract to have the City's Animal Control Officer to handle.

There had been some discussion about pulling the ACO position out and putting it into one of the other City departments, such as the police, and moving the budget for that position around as well.

Jim continued by stating that there was the possibility of him continuing the service on a contractual basis to the city, as that would allow him a way to handle the position without the other communities thinking that the health department was doing it for one community, and so should do so for all of them. "I could defend the position by telling Hollister or anybody else 'If you want the same service, [to enforce the animal control ordinances] you will agree to pay us a separate contract just as the City of Branson does.'"

Robert then asked if the City currently handled the food and lodging inspections for the City of Hollister as well as out in the county. Jim agreed that they did so, and the contract with them had been written in such a way that it could be assigned to the new health department without having to renegotiate a new contract.

Enforcement was the next issue to be brought up. Jim quoted "TCHD environmental health personnel are hereby authorized as agents of the CITY for the purposes of health code enforcement and any citations issued shall be through the City Municipal Court." He continued by stating "We have don't know whether that's legal or not."

Robert responded by saying "I was just wondering whether or not we need to develop some ordinances to enforce and support the TCHD inspections, kind of like we do with liquor control."

Jim said "Whatever point you guys are comfortable that we're heading in the right direction, you [the task force] need to authorize us, me and Frank [Schoneboom] or somebody to sit down with Finance and Legal and let them say 'Yes, you can,' or 'You need to approach it in this other way.'"

Beth said "Matt Trokey is the one who's been working on this with us [TCHD Board], and he said that he wasn't all that comfortable with Public Law". She then asked Raeanne about the City attorney.

Raeanne responded with "Paul Link."

Jim continued by saying that he and Linn had spoken with Paul some time back and Paul had said that the task force might want to consider consulting with a Public Law specialist in this type of thing.

Time sensitivity was the next item on the agreement to be addressed. Jim said that this was another of the items that the employees had expressed concern about.

Beth said "Yes, you addressed it pretty tight," and Raeanne agreed.

Jim's response was "Well, if it's that critical. But I also wanted to have it addressed like that so that the employees would recognize that they had the same commitment. If our office gets a call from the city manager's office, then this way we know we have an hour to respond. This should remove any doubt from anybody's mind about our intent."

Jim continued with the services portion of the contract. "The rest of these, Emergency Response, Communicable Disease Investigation, Child Care Facilities Inspection, and Employee Immunization; that's all taken care of just like it is right now."

Raeanne then brought up the plan review portion of the contract, as the employees had mentioned the sheer problem of picking up plans and taking them back to the office and they had talked about the

possibility of keeping a bit of office space open at the city for someone to come and review the plans there.

Jim agreed, and went a step further. "I totally disagree that someone that wants to open up a business needs to go to the additional expense of having to have a \$50-\$100 set of plans just for the health inspectors to inspect the plans. In other places, the health inspector goes in and sits down with the building inspector, they make their notes on it, and they write their report."

Robert asked if there was a need for the health inspection of the plans at all, couldn't the building inspector just do the same?

Jim replied that there are special things that the building inspectors might not be looking for that the health inspectors will pay attention to on the plan review. "This will keep the building from being 90% completed and someone coming up and asking about a non-existent three compartment sink."

Linn Smith arrived at the meeting at this point. She reported that she had sent the draft agreement to the other department heads at the City, and had received several comments. She listed them as follows:

Carl Sparks, (City of Branson Fire Chief) had reviewed it concerning the emergency items and the contacts and he felt that he was comfortable with the agreement.

Jerry Adams had reviewed it and had no problems with the contract.

The Chief of Police had said that he would prefer that the City of Branson contract with the health department to handle Animal Control. (Raeanne interrupted at this point to say that the Police Chief had made pretty certain that everyone knew his thoughts on that particular matter.)

Don Stephens had added some comments to his copy and returned it.

Ruth Denham from the Planning Department had several comments. "My comments are ART, P & Z, plan review, code enforcement and special events related. After reviewing the draft it appears that if health related issues, (ie animals, uses such as massage therapy, etc.) remain in our ordinances, we'd need to have someone at the city who is qualified to address these issues. Will we have a qualified health staff member at city hall who works as a liaison between the city and the county? Also, if option 1 is selected for ARVZC(2), who would be responsible for follow-up? USDA? Do we have a contract with them? Are they easily accessible?"

Robert asked about the current plan review process. Linn responded that currently, someone will go down to Planning, sign the plans out, bring them back to the office, log them in, review them, log them back out and return the plans.

Jim added that if the work room is located out on Bee Creek, it may not be as easy as it currently is, but if that person can come down and use the workroom at Planning and Zoning, he doesn't see it as being a problem, as long as we have a person that knows that it would be their responsibility.

The task force continued to look over the draft agreement. No questions were raised until they reached Section VII, part F, number 12 on the ninth page. At that point Robert asked about lead and asbestos inspections. His question was if the lead and asbestos training was combined in the same person. Linn responded that it was not. One person currently is trained for lead testing, and primarily uses this

training for daycare inspections, and another person is trained for asbestos inspection, and will check for the presence of asbestos in buildings to be demolished, as well as following up on the schools' asbestos plans.

Linn brought up the fact that there was a mistake on the current copies of the agreement on page 8, Section VII, part F, number 10d, which had been corrected in her copy to read "Enforcement shall be by relevant city ordinances, state statutes, or by both."

Beth continued down to part G, Animal/Vector control. Raeanne did not understand the reasoning for having the two options in the agreement at this point. Linn explained that her current Animal Control budget is divided into two functions, those related to public health, investigating rabies bites, West Nile virus, mosquito abatement, those are not typical Animal Control duties, but take up about fifty percent of the Animal Control Budget. The other portion of the budget is the picking up and housing of strays.

Raeanne asked if the City just needed to decide, or what? She really didn't see the options changing in six month's time.

Jim stated that he felt it was the City's option, and that that section was included to give the City the basis for a contract service with the county for Animal Control. He thought that as far as this agreement was concerned, they just needed to address the issue, and the amount of the possible contract so that he would be able to defend the cost of services to any other political subdivisions that wanted the County Health Department to take over Animal Control.

The handling of the rabies bites and West Nile investigations would be separate from the agreements to "pick up strays," and would still be handled on a countywide basis by the health department. The contracts for Animal Control would be negotiated on a per case basis.

If the City desired the second option, Section G of the agreement could be changed to reflect that choice.

Robert asked who was currently handling the City responsibilities of the first option. Linn explained in detail what the current ACO job functions were as they pertained to that option and stated that if the City chose the second option, the County Health department would be responsible for most of those tasks, and the City would only need to handle mutual aid requests and animal related disturbing the peace calls at night from the public and relay it to the ACO the next morning.

Jim added that under that option, the county would ask the city to allow them to continue using the current AC designated parking spot so that the animals picked up by the police at night would be able to be placed in the AC truck to kennel them for the night, as that would be a convenience for the police department.

Raeanne asked about the liquor licenses, and why they would be handed over to the county. Linn responded that the state required that all businesses that wanted a resort liquor license were required to submit a health inspection, and to continue passing their health inspections to keep the license. If it became necessary for the health department to close down an establishment, the state's liquor control agents would be on hand, or if there was a fire, it is the health department's responsibility to log and dispose of all liquor on the premises.

Concerns were raised about the computer access, and Linn responded that the Naviline software that the City was currently using was easily accessed, requiring only a call to the parent company in Florida,

while Frank (Schoneboom) would be able to access the SWEEPS inspection software to be kept abreast of the changes there.

Linda Sprague had to leave the meeting at this point.

Raeanne asked about Section VIII, TCHD Staffing. Jim replied that as the County currently did not have an Environmental Health division, it would incorporate the current employees as the baseline, and expansion would be based on growth of the county.

Robert asked if it would be appropriate to have an annual report to the Board of Aldermen. Jim said that it would be appropriate to give such a report to both the Board of Aldermen and the County Commission. This could happen at the time of budget hearings, as the Health department would be coming to the Board to justify their requests for the next fiscal year.

Raeanne asked about the differences in timing of the County's and City's fiscal years. She asked if the difference would be a problem for funding for the department. Beth stated that the levy was set in August, and Linn noted that the City's retreats were held in July, which would be a good time to work out the details.

Robert asked if the next step was to send the agreement to Legal, and then see what the ordinance changes are needed.

Linn responded by saying that she was working on the changes to the ordinances at this time, and wanted to submit them at the same time as they submitted the agreement for first reading to the Board of Aldermen.

Jim asked if the task force needed a draft copy of the (currently unattached) appendix A, covering the financial requirements. The rest of the task force felt that this would be necessary.

Jim stated that he would need to speak with the various department heads of Financial, Legal and Human Resources in order to supply that information.

Raeanne stated that she thought that this agreement would answer a lot of the employee's concerns.

Raeanne said that she would get with Frank and Paul (Link, City of Branson Attorney) to go over the document, and ask Paul to get with Jim about it.

Jerry Adams asked if he could get with Kathryn Buckstaff to possibly revise the FAQ sheet and post it on the City's website.

Linn asked what the task force wanted her to concentrate her efforts on. Raeanne responded that she thought that Linn would best serve by focusing on the employees and finding out their input on the agreement and to speak with Paul about the legalities of the agreement.

The task force declined to set a date for the next meeting at this time, as the meetings between Jim Berry and the Legal, Financial, and Human Resources directors for the City of Branson would be necessary, as well as having the agreement checked over by lawyers to ensure that the agreement would be enforceable prior to the next meeting.