



Board of Health

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Monday, August 12, 2024

5:15 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Board of Health** of the City of De Pere will be held on **August 12, 2024** at **5:15 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The Public or Members of the Board of Health, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

1. Call to Order
2. Roll Call
3. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Health. §6-3(f) DPMC
4. Approval of the May 13, 2024 Meeting Minutes
5. Discussion of the Draft FY2025 Health Department Budget
6. Discussion of the FY2025 Draft Board of Health Budget
7. Consideration and possible action on WI DHS Contract #62109-2 in the amount of \$9,239*
8. Consideration and possible action on the Valley Cabinet Quote and Agreement*
9. Consideration and possible action on Affiliation Agreement between MCW & De Pere Health Department*
10. Consideration and possible action on FY2025 Wisconsin DHS TB Dispensary Contract*
11. Consideration and possible action on the HSHS EpicCare Access Agreement*
12. Consideration and possible action on the Gunderson EpicCare Access Agreement*
13. Consideration and possible action on the Program Performance Management Dashboard
14. Quarterly Report: Meetings/Trainings and Education/Outreach
15. Communicable Disease Quarterly Report
16. Environmental Health Quarterly Report

17. Consideration and Possible Action to Approve Amending Section 106-4 of the De Pere Municipal Code Re: Tourist Rooming House Licensing Violations*
18. Future Agenda Items
19. Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024
DEPARTMENT: Health Department
FROM: Chrystal Woller
SUBJECT: Approval of the May 13, 2024 Meeting Minutes

ATTACHMENTS:

- BOH meeting minutes 5.13.24 DRAFT (DOC)



Board of Health

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Regular Meeting

Draft Minutes

Monday, May 13, 2024

5:15 PM

Council Chambers and Virtual

5:15 PM Meeting called to order on May 13, 2024 at Council Chambers and Virtual.

1. Call to Order

The meeting was called to order at 5:15 PM by Board Member Dennis Hibray

Attendee Name	Title	Status	Arrived
Pamela Gantz	Aldersperson	Present	
Teresa Gulyas	Board member	Present	
Dennis Hibray	Board Member	Present	
Michael McHenry	Board Member	Present	
Devin Perock	Aldersperson	Excused	
Cassie Schandel	Medical Director	Absent	
Kelly Burke	Health Secretary	Present	
Chrystal Woller	Health Officer/Director	Present	
Sara Lornson	Deputy Health Officer	Present	

3. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Health. §6-3(f) DPMC

No Public comments were made.

4. Approval of the February 12, 2024 meeting minutes

No comments were made. Pamela Gantz made a motion to approve the February 14, 2024 meeting minutes. Dr. Michael McHenry seconded the motion. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Pamela Gantz, Teresa Gulyas, Dennis Hibray, Michael McHenry
EXCUSED:	Devin Perock

5. Approval of De Pere Health Department's 2024 Policies and Procedures

Chrystal Woller reported that the only content change was a new policy on internships. This policy includes a process for signing agreements. Agreements with any Colleges or Universities will be brought to the Board of Health and/or Finance, and then City Council for approval. Chrystal Woller reported that the Health Department has a Master's student coming from Colorado State University and will have a paid undergraduate intern from Concordia University.

Dennis Hibray asked if the medical advisor was involved in the review of policies. Chrystal Woller replied that the medical advisor was e-mailed all content that needed her review and signature.

Dr. Michael McHenry made a motion to approve the Policies and Procedures. Pamela Gantz seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Pamela Gantz, Teresa Gulyas, Dennis Hibray, Michael McHenry
EXCUSED:	Devin Perock

6. Presentation and Approval of the De Pere Health Department's 2023 Annual Report
- Chrystal Woller highlighted that the Annual Report was updated with a lot of images and infographics to improve the reader experience. Per Chrystal, instead of utilizing the essential services document, we moved toward the public health accrediting board documentation with foundational services. Chrystal Woller explained that the foundational services include: communicable disease control, chronic disease and injury prevention, environmental health, maternal child health and access to and linkage with health care. With the new organization, each of the broader headings is broken down to include the activities we do within each category.
- Dennis Hibray commented that the annual report was enjoyable to read, and very understandable. Pamela Gantz agreed. Teresa Gulyas commented that the report was well formatted, had good content and was enjoyable to read.
- Teresa Gulyas questioned why the health department had 38 referrals for the stay-at-home assistance / MIH stroke program, but only completed 8 home visits? Chrystal Woller responded that the program is voluntary, and many times the residents do not want us to visit. Teresa Gulyas suggested making a comment in the Annual Report to explain this.
- Chrystal Woller reported that a new Brown County Health Assessment will be completed in 2024. This is in conjunction with Brown County Health Department and Oneida. Teresa Gulyas made a motion to approve the Annual Report as written. Dr. Michael McHenry seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Pamela Gantz, Teresa Gulyas, Dennis Hibray, Michael McHenry
EXCUSED:	Devin Perock

7. Consideration and Possible Action on Information Sharing Agreement with the FDA*
- Chrystal Woller reported that the DATCP representative who did our agent review recommended having an agreement in place allowing the FDA to share commercial food born illness information with us. This will assist us when we receive food born complaints.
- Dennis Hibray made a motion to accept the sharing contract between the De Pere Health Department and the FDA and forward it for approval to city council.
- Pamela Gantz seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Teresa Gulyas, Dennis Hibray, Michael McHenry, Pamela Gantz
EXCUSED:	Devin Perock

8. Consideration and Possible Approval WI DPH Contract # 62109-1 in the amount of \$12,509*
- Chrystal Woller explained that the state is awarding the De Pere Health Department an additional \$300 in addition to what we have already received. This amount is now \$8,939. This is part of the Immunization consolidated contract. The Communicable Disease consolidated contract time frame is also renewing. This is in the amount of \$3,570.

This will need to be forwarded to the City Council for approval.
 Pamela Gantz made a motion to accept the Immunization and Communicable Disease grants and forward to City Council.
 Dr. Michael McHenry seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Pamela Gantz, Teresa Gulyas, Michael McHenry, Dennis Hibray
EXCUSED:	Devin Perock

9. Consideration and Possible Action on SNC Agreement for Use of Facilities, Resources and Services*

Chrystal Woller reported that as part of the Health Department's social connectedness objective we are planning to hold a community event in partnership with St. Norbert College Health and Wellness Services. The epidemic of loneliness and isolation affects our college students and our community at large. This event will allow the De Pere Health Department to engage with the community. Part of the logistics of this event is the agreement in the packet, which will need to be approved by City Council. Since we partnered with St. Norbert College, there is no charge for the venue, but the Health Department will need to fund any refreshments. This initiative is grant funded. We are bringing in an expert in this field, and the event will be held in September. Chrystal Woller reported that the abstract has been created for the event, but the agenda is not finalized.

Teresa Gulyas commented on the great projects St. Norbert has been doing with the ADRC, especially within the Art Department.

Teresa Gulyas made a motion to improve the agreement with St. Norbert College for use of facilities, resources, and services, and forward to City Council. Dr. Michael McHenry seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Pamela Gantz, Teresa Gulyas, Dennis Hibray, Michael McHenry
EXCUSED:	Devin Perock

10. Consideration and Possible Action on Atmosphere's Furniture Purchase Agreement*

Chrystal Woller explained that this agreement will also need to be forwarded to City Council. This purchase is being funded by the Public Health ARPA grant. The grant is approved and this purchase falls under the scope of work of the grant. Chrystal Woller reported that 3 quotes were obtained, and this agreement is the final consideration. The purchase will include workstations for the staff and furniture/equipment for the public who come in. This expense has been approved by Wisconsin DHS.

Dr. Michael McHenry made a motion to approve the purchase agreement between the Health Department and Atmosphere Furniture, and forward to City Council for approval. Pamela Gantz seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Teresa Gulyas, Michael McHenry, Pamela Gantz, Dennis Hibray
EXCUSED:	Devin Perock

11. Director's Report

Chrystal Woller provided high level updates of things the De Pere Health Department has been working on. Two students will be starting in May. One student is a paid intern, who will be assisting Trista. This student will focus on Tourist Rooming Houses, pool

sampling and community events/outreach and education. His salary is covered by a grant. This is a pilot program. The second intern is a graduate student from Colorado State University. He is currently the Health Officer for Calumet County.

Chrystal Woller reported that in December 2023, the Surgeon General released an advisory on the impact and epidemic of loneliness.

The Health Department received approval from Wisconsin Department of Health Services Maternal Child Health grant to do a mural project with Definitely De Pere. We are using art to bring the community together to choose the final mural for the building at Broadway and George Street. With some of the Public Health ARPA money we are working with the k-12 schools to fund Covid response medical equipment for future responses. Through our Health Department grants, we have supplied vitals carts, otoscopes and other equipment for our school nurses. These expenses were approved by Wisconsin DHS.

At the beginning of April, we had a storm causing 125 outages. The Health Department worked with the Fire Department and city communications to disseminate messaging on social media. The De Pere Health Department did a joint press release with Brown County and Oneida. We offered the De Pere Community Center as a warming center and charging station.

Chrystal Woller informed the Board of Health that through the use of grant money, we were able to disseminate weather radios during severe weather awareness week. They were popular and were gone by 11:00 am on the first day.

12. Communicable Disease Quarterly Report

Danielle Jauquet put together the disease report in the packet. Chrystal Woller stated that there is nothing out of the ordinary in the report. Currently, De Pere's coronavirus numbers are very low in the wastewater.

Chrystal Woller reported that we were navigating Pertussis cases in conjunction with Brown County. The De Pere Health Department offered additional immunization clinics for Tdap and DTaP.

Chrystal Woller reported that we also worked with Brown County on a Hepatitis A case, in which the employee worked in De Pere but lived in Brown County.

Pamela Gantz initiated a discussion about Norovirus. Chrystal Woller informed the Board that in the future we may be able to monitor Norovirus in the same way we monitor Covid.

13. Quarterly Environmental Health Report

Trista Groth put together the report enclosed in the packet. There are a lot of new businesses and change of owners. There are approximately 230 licensed establishments for the current licensure year. We were at about 200 the same time last year. Trista is working with the assistant city attorney and finance director for the planning of the NFL draft in regard to Tourist Rooming Houses. Chrystal Woller explained that we had a license fee increase. The biggest impact has been to pools and recreational education camps as the state changed how these are categorized.

Chrystal Woller reported that the DATCP program review came back indicating compliance with all applicable state statutes. There will be a final virtual meeting with the State on May 22.

14. Quarterly Report: Meetings/Trainings and Education/Outreach

The activity report is attached. For outreach and prevention, Chrystal Woller presented at the Great Decisions Lecture Series at St. Norbert College because the Brown County

Health officer was unable to present. Chrystal stepped in with one of Brown County's faculty and the UWGB Nursing Dean. Together, they spoke about public health preparedness and Covid response. It was an engaging evening.

15. Future Agenda Items

none

16. Adjournment

Pamela Gantz made a motion to adjourn the meeting. Dr. Michael McHenry seconded the motion. Upon vote, the motion passed. Next meeting is August 12th at 5:15 pm.

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Respectfully submitted,
Deborah Armbruster



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Discussion of the Draft FY2025 Health Department Budget

ATTACHMENTS:

- Memo_Health Department Draft Budget Discussion (DOCX)
- Health Department Draft Revenue Projections (PDF)
- Health Department DRAFT Budget_Narrative and Expenses (PDF)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Discussion of the Draft FY2025 Health Department Budget

Please see attached Health Department Revenue/Expense Budget and Narrative. Feedback welcomed and appreciated. This draft will be presented to Administration/Finance in August and September and follow the City Budget approval process with Finance and City Council thereafter.

City of De Pere
2024 General Fund
Adopted Budget

REVENUES

Account Number	Account Title	2023 Adopted Budget	2023 Year End Actual	2024 Adopted Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Dept Head Proposed	2025 / 2024 Budget % of Change
TAXES								
100	General Property	\$ 9,216,557	\$ 9,216,564	\$ 10,421,160	\$ 10,421,158			0.00%
100	Mobile Home Fees	6,600	5,194	5,150	2,567			0.00%
100	Payments in Lieu of Taxes	10,000	1,358	1,350	1,440			0.00%
100	Sales and Use	0	7,470	0	0			0.00%
100	Public Accommodations	12,500	14,221	14,000	6,915			0.00%
100	Retained Sales Tax	120	120	120	76			0.00%
100	From Municipal Water Utility	515,000	433,053	450,000	0			0.00%
100	Housing Authority	34,000	37,103	35,000	39,868			0.00%
100	Interest Penalties & Taxes	1,400	1,173	500	484			0.00%
100	Interest Penalties Specials & Deeds	10,000	6,955	10,000	5,376			0.00%
	Subtotal	9,806,177	9,723,211	10,937,280	10,477,886			0.00%

INTERGOVERNMENTAL REVENUE

100	Mass Transit Federal Aid	0	0	0	0			0.00%
100	State Shared Revenue	1,202,342	1,466,490	2,060,157	0			0.00%
100	State Shared Revenue - Expenditure Restraint	197,288	197,289	126,375	0			0.00%
100	State Fire Insurance	103,800	119,301	119,301	0			0.00%
100	Other State Shared Taxes - Exempt Computer Aid	77,852	84,592	84,592	0			0.00%
100	State Grants	120,683	101,949	101,949	104,525			0.00%
100	Law Enforcement	0	818	0	17,144			0.00%
100	Police Misc Grants	0	34,097	0	13,233			0.00%
100	K-9 Expenses and Donations	2,500	44,691	0	3,009			0.00%
100	Rescue EMS Act 102	15,000	59,813	15,000	8,860			0.00%
100	State Aid for Police Training	5,120	6,413	5,120	683			0.00%
100	State Aid for Connecting Highways	72,426	72,426	88,012	51,525			0.00%
100	General Transportation Aids	1,385,117	1,385,298	1,394,256	697,231			0.00%
100	Mass Transit State Aid	274,790	0	0	0			0.00%
100	State Recycling Grants	97,691	97,719.56	97,720	97,806			0.00%
100	ACT 102 Ambulance Grant	0	0	0	0			0.00%
100	Health Matching Grant	60,199	64,560	61,506	25,705			3.28%
100	COVID 19 Grants	167,124	222,860	209,085	63,729			-93.30%
100	State Misc Grants	0	0	0	0			#DIV/0!
100	Other State Payments	0	0	0	0			0.00%
100	Payment in Lieu of Tax - DNR	0	0	0	0			0.00%
	Subtotal	3,781,932	3,958,316	4,363,072	1,083,450	274,867	112,790	-97.41%

City of De Pere
2024 General Fund
Adopted Budget

REVENUES

Account Title 2023 Adopted Budget 2023 Year End Actual 2024 Adopted Budget 2024 6 mos Actual 2024 Year End Estimate 2025 Dept Head Proposed 2025 / 2024 Budget % of Change

LICENSES AND PERMITS

100	44105	Liquor and Malt Beverage Licenses	39,800	30,321	33,000	31,286					0.00%
100	44110	Operator's Licenses	10,815	10,039	25,000	16,242					0.00%
100	44115	Cigarette Licenses	2,415	2,500	2,300	2,100					0.00%
100	44121	Food & Beverage Licenses	86,806	92,233	95,746	68,189	101,000		101,000		5.49%
100	44125	Cable Television Franchise License	112,200	99,729	104,000	21,890					0.00%
100	44130	Trailer Park	100	0	0	0					0.00%
100	44140	Other Permits and Fees	9,455	10,452	9,455	7,214					0.00%
100	44210	Dog License	4,672	3,970	4,500	3,938					0.00%
100	44300	Building Permits	393,750	219,051	309,000	197,394					0.00%
100	44301	Commercial Permit Review	11,025	12,650	15,450	9,950					0.00%
100	44303	Flood Plain/Zoning Letters	315	350	515	0					0.00%
100	44305	Construction	168	0	0	0					0.00%
100	44307	Sanitary Sewer Excavation	12,600	13,025	12,978	9,825					0.00%
100	44910	Electrical Permits	105,000	48,712	77,250	54,598					0.00%
100	44920	Plumbing Permits	57,750	34,748	51,500	31,732					0.00%
100	44925	HVAC Permits	147,000	62,909	103,000	65,292					0.00%
100	48902	Zoning Permits and Fees	3,150	1,150	3,150	2,050					0.00%
100	48903	CSM Reviews	21,000	13,633	15,450	8,955					0.00%
100	48906	Excavation Permits	27,563	21,670	27,563	20,577					0.00%
		Subtotal	1,045,584	677,141	889,857	551,232	101,000		101,000		-88.65%

FINES AND FORFEITURES

100	45100	City Share of Fines and Forfeitures	0	(5,031)	0	(4,795)					0.00%
100	45110	Court Penalties and Costs	300,000	243,630	240,000	116,126					0.00%
100	45130	Parking Violations	35,000	23,894	30,000	27,457					0.00%
		Subtotal	335,000	262,493	270,000	138,788	0		0		0.00%

PUBLIC CHARGES FOR SERVICE

100	46100	General Government	2,205	160	0	0					0.00%
100	46101	Clerk-Passports	6,825	6,323	6,000	1,715					0.00%
100	46102	Clerk's Office Admin Fees	2,100	2,398	2,100	340					0.00%
100	46110	Letters of No Specials	28,665	23,730	24,000	12,525					0.00%
100	46120	License Publication Fees	2,400	1,194	1,500	1,278					0.00%
100	46207	Police Alarm Monitoring	7,140	10,750	6,000	3,125					0.00%
100	46208	Police Department Fees	315	743	550	506					0.00%
100	46210	Background Checks	331	2,153	800	1,150					0.00%
100	46212	Police OT Reimbursements	0	15,432	0	3,171					0.00%

City of De Pere
2024 General Fund
Adopted Budget

REVENUES		Account Title	2023 Adopted Budget	2023 Year End Actual	2024 Adopted Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Dept Head Proposed	2025 / 2024 Budget % of Change
100	46220	Police Fingerprints	551	606	630	297			0.00%
100	46226	Fire OT Reimbursements	0	6,788	0	477			0.00%
100	46298	Ambulance Fees	1,025,000	1,175,711	1,025,000	395,495			0.00%
100	46340	Street Department Revenue	38,588	82,570	63,476	44,755			0.00%
100	46345	Garbage & Recycling Fees	12,600	18,639	12,600	19,150			0.00%
100	46350	Snow Removal Charges	7,276	4,052	7,276	1,322			0.00%
100	46360	Parking Permits	0	0	0	0			0.00%
100	46406	Weed & Nuisance Control	0	(3,403)	0	0			0.00%
100	46421	Recycling Containers	4,450	5,597	4,450	7,877			0.00%
100	46501	Public Health Revenue	315	10,077	1,400	329	400	400	-71.43%
100	46510	Weights & Measures Fees	21,600	21,997	21,661	17,727	21,005	21,005	-3.03%
100	46521	Animal Control	0	186	0	0			0.00%
100	46700	Recreation Programs	426,458	445,825	443,778	287,167			0.00%
100	46721	Recreation	17,850	18,865	16,686	0			0.00%
100	46722	Concessions	44,625	49,380	53,534	14,691			0.00%
100	46723	Swimming	227,850	23,889	254,410	15,678			0.00%
100	46723	Season Pass	0	108,770	0	87,769			0.00%
100	46723	General Admission	0	92,833	0	21,762			0.00%
100	46723	Swim Lessons	0	40,055	0	41,406			0.00%
100	46723	Syble Hopp Aquatics	0	21,340	0	12,156			0.00%
100	46724	Forestry	12,495	18,454	12,870	7,842			0.00%
100	46724	Memorial Benches	0	0	0	7,870			0.00%
100	46725	Community Center	53,550	64,994	64,040	38,307			0.00%
100	46727	Programs-Financial Assistance	5,250	1,078	6,180	(319)			0.00%
100	46747	Athletic Facility Fees	129,675	24,370	19,055	13,711			0.00%
100	46747	Daily Boat Fees	0	73,095	60,000	39,639			0.00%
100	46747	Season Boat Fees	0	24,494	29,000	1,215			0.00%
100	46747	Beer Gardens	0	11,397	20,000	18,752			0.00%
100	46747	Holiday Lights	0	0	2,500	0			0.00%
100	46800	Payment In Lieu of Parkland	0	0	0	0			0.00%
100	47306	Ambulance Fees From Townships	230,000	256,969	260,000	203,139			0.00%
100	47401	Engineering Fees	700,000	700,000	700,000	0			0.00%
100	48901	Copies Maps Blueprints	525	3,201	500	1,305			0.00%
100	48908	Building Permits & Voter Report (Clerk)	606	0	0	0			0.00%
100	48909	Sundry	607	35	0	0			0.00%
100	48910	Retiree Insurance Admin Fee	1,102	448	450	221			0.00%
		Subtotal	3,010,954	3,365,192	3,120,446	1,323,548	21,405	21,405	-99.31%
INTERGOVERNMENTAL CHARGES FOR SERVICE									
100	47311	Crossing Guard Hours	20,000	16,456	18,939	0			0.00%
100	47320	Payment for Liaison Officer	291,000	327,831	295,390	0			0.00%

City of De Pere
2024 General Fund
Adopted Budget

REVENUES		Account Title	2023 Adopted Budget	2023 Year End Actual	2024 Adopted Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Dept Head Proposed	2025 / 2024 Budget % of Change
100	47321	Brown County DTF Officer	0	127,818	0	0			0.00%
100	47402	Data Processing Charges	16,580	32,675	17,076	0			0.00%
100	47406	TID Admin Allocation	117,548	117,548	121,074	0			0.00%
100	47415	Equipment Rental	32,468	32,467	33,442	0			0.00%
100	47432	Space Rentals	49,300	56,461	59,562	20,308			0.00%
100	47433	Ice Arena Rent	0	229,061	20,000	18,984			0.00%
		Subtotal	526,896	940,317	565,483	39,292	0	-	0.00%

MISCELLANEOUS REVENUES		Account Title	2023 Adopted Budget	2023 Year End Actual	2024 Adopted Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Dept Head Proposed	2025 / 2024 Budget % of Change
100	48100	Interest On Investments	325,000	1,942,411	1,400,000	946,011			0.00%
100	48200	Rents & Leases	0	903	0	468			0.00%
100	48201	Farm Leases	4,678	1,815	3,000	0			0.00%
100	48202	Brown County Fairgrounds	0	0	0	0			0.00%
100	48203	Residential Lease	16,000	15,335	16,000	8,314			0.00%
100	48300	Property Sales	150,000	19,796	100,000	17,522			0.00%
100	48301	Refuse Garbage Equipment & Property	15,000	7,511	10,000	8,665			0.00%
100	48309	Other	5,000	342,212	0	275,585			0.00%
100	48420	Insurance Recovery Police Equipment & Property	0	0	0	0			0.00%
100	48430	Insurance Recovery Street Equipment & Property	0	0	0	0			0.00%
100	48440	Insurance Recovery Other Equipment & Property	0	58,549	0	0			0.00%
100	48500	Donations	0	0	0	0			0.00%
100	48510	Police Programs	0	0	0	33,915			0.00%
100	48515	Park and Rec	0	8,000	0	0			0.00%
100	48515	Holiday Light Show Donations	0	2,500	0	0			0.00%
100	48520	Fire & Rescue	5,750	552	0	5,760			0.00%
100	48520	Support Dog Revenue	0	2,498	0	998			0.00%
100	48900	Other	0	27,719	0	914			0.00%
		Subtotal	521,428	2,429,800	1,529,000	1,298,151	0	-	0.00%

OTHER FINANCING SOURCES		Account Title	2023 Adopted Budget	2023 Year End Actual	2024 Adopted Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Dept Head Proposed	2025 / 2024 Budget % of Change
100	49100	Proceeds From Long Term Notes	0	0	0	0			0.00%
100	49130	Installment Contracts	0	0	0	0			0.00%
100	49140	State Trust Fund Loans	0	0	0	0			0.00%
100	49200	Transfer From Special Fund	250,000	261,400	250,000	0			0.00%
100	49222	Transfer From TID #9	11,400	0	11,400	0			0.00%
100	49223	Transfer From TID #6-#17	0	0	0	0			0.00%
100	49240	Transfer From Capital Projects Fund	1,200,000	248,527	331,607	0			0.00%
100	49260	Transfer From Enterprise Fund (Water Utility)	0	0	0	0			0.00%
100	49261	Transfer From Enterprise Fund (Wastewater)	0	0	0	0			0.00%
100	49271	Transfer From Parkland Dedication Fund	0	0	0	0			0.00%
100	49290	OT In	0	8,705	0	0			0.00%

City of De Pere
2024 General Fund
Adopted Budget

REVENUES		Account Title	2023 Adopted Budget	2023 Year End Actual	2024 Adopted Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Dept Head Proposed	2025 / 2024 Budget % of Change
		Subtotal	1,461,400	518,632	593,007	0	0	0	0.00%
		TOTAL GENERAL FUND REVENUES	20,489,371	21,875,102	22,268,145	14,912,345	397,272	235,195	-98.94%
100	49300	Fund Balances Applied	102,601	0		0	0	0	0.00%
		TOTAL GENERAL FUND REVENUES	\$ 20,591,972	\$ 21,875,102	\$ 22,268,145	\$ 14,912,345	\$ 397,272	\$ 235,195	-98.94%

Health Department

Program Full Time Equivalents: 4.95

Program Mission:

The mission of the Health Department is to protect and promote public health across the lifespan through education, policy development and valued services.

List of Program Service(s) Descriptions:

- 1) *Public Health Education and Nursing* –Promote and protect the health of populations using knowledge from nursing, social, and public health sciences. Apply nursing and public health principles to assess, develop, implement, and evaluate care plans and health programs related to health promotion, disease prevention, and health protection services for individuals, families, and the community.
- 2) *Public Health Sanitarian* – Provide environmental health services to ensure the health and safety of the community. Provide weights and measures inspection services as required of municipalities by state statute.

Important Outputs:

- 1) *Maternal child & family health programming/services* – Activity funded by tax levy and grant funding. Maternal child health programming is *required by state statute*. Services include but are not limited to community planning for coordination of service delivery, education to groups and individuals regarding development and health issues.
- 2) *Chronic disease and injury prevention programming/services:* Activities funded by tax levy and grant funding. The assurance of injury prevention programming *required by state statute*. The benefit to the residents is to ensure the safety of individual children and prevent injuries and fatalities.
- 3) *Communicable Disease Control and Prevention*– This service includes immunization services as well as communicable disease follow up. These activities are funded by tax levy, grants, and fee for service revenue. Childhood immunization programming is *required by state statute*. Communicable disease programming is *required by state statute*.
- 4) *Public Health Preparedness* – This program is funded by grant dollars. Preparedness response activities are conducted, and plans are reviewed/revised each year. This program benefits the community by ensuring the health department’s ability to respond to urgent public health matters and support the City’s Emergency Response.

- 5) *Community Health Assessment/Improvement Planning* – Time and effort is funded by tax levy and is *required by state statute*. Together with community partners, conduct assessment of leading health data indicators, choose priorities to focus efforts on and develop evidence-based community strategies to achieve measurable outcomes.
- 6) *Resident Complaint Investigation and Resolution* – Activity funded by tax levy. Human health hazards investigation and resolution *required by state statute and city ordinances*.
- 7) *Weights and Measure Inspections* – Activity funded by program revenue. State statute requires municipalities to permit and inspect all businesses for compliance with weights and measures equipment ensuring consumer protection for weights and measures devices.
- 8) *Establishment Licensing and Inspections (Department of Health Services and Department of Agriculture and Consumer Protection)* – Activity funded by program revenue. The agent contract for the City of De Pere provides licensing and inspections for all restaurants, temporary restaurants, hotel/motels, campgrounds, swimming pools, spas, tattoo & body piercing, school kitchens, recreational education camp establishments and temporary/permanent retail establishments.
- 9) *Rabies Prevention and Control* – Activity funded by tax levy. Follow-up is completed on all reported animal bites and exposures as *required by state statute and city ordinance* for the victim of the bite and the offending animal. This includes laboratory analysis services for appropriate specimens based on the most current public health recommendations. Benefit to the community is the protection of potential rabies exposures.
- 10) *Childhood Lead Poisoning Prevention* – Activity funded by grant funding. Blood lead levels of children are monitored and follow-up is provided to all families of children with elevated levels as *required by state statute*. Public education on lead is also provided.
- 11) *Public Health Education* – Activity funded by tax levy and grant funding. Education is provided to residents in a variety of ways including direct mailings to households, monthly articles, city-wide newsletter contributions, social media, up-to-date website, channel 4 contributions, educational presentations in the community, press releases, media interviews and individual education.
- 12) *Radon Testing Program* – Activity is funded by program revenue. Kits are provided to city residents at a nominal fee to allow residents access to test kits and education.

Expected Outcomes:

- 1) Avert vaccine preventable disease by assuring vaccine coverage rates are maintained and/or increased in select population cohorts.
- 2) Conduct surveillance, investigation and institute public health control measures for all suspect, probable and confirmed cases of communicable disease within the City of De Pere.
- 3) Prevent illness through the assurance of establishment compliance with food safety, environmental and hygiene standards.

2025 Performance Measures:

- 1) In accordance with WI DHS benchmarks, conduct personalized reminder/recall activities for children that are behind schedule monthly provide to achieve an **82%** city-wide immunization rate of 4 Dtap, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 4 Pneumococcal and 1 varicella for De Pere children turning 24 months.
- 2) Health Department nursing staff will initiate the investigation of 100% of suspect, probable and confirmed cases of illness and disease within 72 hours in *accordance with state statute*.
- 3) Conduct education and follow-up to assure that food establishments are compliant with the state/local laws.
 - a. 100% of licensed establishments will be inspected at least once annually as required by the DATCP Agent Contract.
 - b. Re-inspections will be conducted as necessary to verify compliance.
 - c. Establishment complaint investigation will be initiated within 72 hours of receipt.

2024 Performance Measurement Data (July 2023 – June 2024):

- 1) Conduct personalized reminder/recall activities for children that are behind schedule monthly provide to achieve an 80% city-wide immunization rate of 4 Dtap, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B and 1 varicella for De Pere children turning 24 months.
 - a. Result: The immunization rate for this age group is at **82%** by 24 months of age.
- 2) Health Department nursing staff will initiate the investigation of 100% of reported suspect, probable and confirmed cases of illness and disease within 72 hours in *accordance with state statute*.
 - a. Result: Health department staff investigated all disease reports within 72 hours.
- 3) Conduct education and follow-up to assure that food establishments are compliant with the state/local laws.
 - a. Result: 100% of licensed establishments will be inspected at least once annually as required by the DATCP Agent Contract.
 - d. Result: 100% of re-inspections were conducted in accordance with department procedures to verify compliance.
 - b. Result: 100% of establishment investigations complaints were initiated within 72 hours.

Significant Program Achievements:

The health department navigated another year of positive and exciting transitions. After the welcomed transition out of the heightened COVID response, the department welcomed a new Health Department Director in January 2024. This transition of leadership has been successful with much appreciation credited to the outgoing Director, City Administration, and dedicated health department staff.

Reinvesting into the community has been an ongoing priority for the department. In doing so, the health department reinvested health department grant fund allocations to schools, as well as partner organizations and businesses to enhance supplies/equipment and programming to create environments allowing the community to connect and engage with each other. Existing valued services and programs have continued, while many have been enhanced to offer best practice standards as well as additional, more flexible service availability. Most notably, De Pere has been a leader among peer public health agencies in prioritizing social connectedness programming, offering state/regional updates on this important work. The health department continues to collaborate with adjacent jurisdictional partners to finalize the state required Community Health Assessment and looks forward to publishing the comprehensive health improvement plan by the end of 2024. Finally, the environmental health program continues to grow with new establishments opening regularly. The demand for inspections/licensing short-term rentals (tourist rooming houses) is increasing with the anticipation of the NFL Draft.

Program performance management has also been a department priority. For the first time ever, the department has a programmatic performance dashboard to allow staff to systematically monitor programmatic data and trends to assist the department to enhance efficiency, effectiveness, transparency and accountability. The framework has allowed the department to set quantifiable program goals, financial/operational monitoring, data collection/analysis and reporting and identification of programmatic quality improvement opportunities.

Existing Program Standards Including Importance to Community:

Public Health Departments have a fundamental responsibility to provide public health protection and services twenty-four hours a day, seven days a week. The Foundational Public Health Services Framework describes the unique responsibilities of governmental public health and defines a standard set of services and capabilities including preventing the spread of communicable disease; ensuring food, air, and water quality are safe; supporting maternal and child health; improving access to clinical care services; and preventing chronic disease and injury. In addition, public health departments provide local protection and services specific to their community's needs.

The ten essential service/standards are outlined below:

1. Assess and monitor population health status, factors that influence health, and community needs and assets.
2. Investigate, diagnose, and address health problems and hazards affecting the population.
3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it.
4. Strengthen, support, and mobilize communities and partnerships to improve health.
5. Create, champion, and implement policies, plans, and laws that impact health.
6. Utilize legal and regulatory actions designed to improve and protect the public's health.
7. Assure an effective system that enables equitable access to the individual services and care needed to be healthy.

8. Build and support a diverse and skilled public health workforce.
9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.
10. Build and maintain a strong organizational infrastructure for public health.

Costs and Benefits of Program and Services:

The adopted 2025 Health Department total program cost is \$755,595. (The local tax levy portion equating to \$755,595-235,195=\$520,400. 68.8% tax levy funded, 31.2% funded by program revenue, grants). Every dollar spent on community prevention saves \$5.60 (American Public Health Association). Investing early and wisely in both clinical and community preventive services is essential if we are to successfully address the leading causes of death and disability, namely, chronic diseases and their risk factors. Essential public health services ensure the public's safety. The investment in primary prevention programming and services decreases chronic disease and increases the quality of life for those who live, work and play in the City of De Pere.

2024 Budget Significant Expenditure Changes:

- 1) Salaries increased \$21,224 due to step increases and salary grade increase.
- 2) Hourly wages increased \$3,099 due to projected step increases.
- 3) Seasonal labor decreased \$47,860 due to the discontinuation of COVID response LTE staff.
- 4) FICA decreased \$2,187 due to the discontinuation of COVID response LTE staff.
- 5) Retirement decreased \$1,834 due to the previous full-time LTE no longer employed (and had contributions to WRS).
- 6) Health, Dental, DIB, Life & Wks Cmp Ins decreased \$18,219 due to a staff retirement and the new hire not taking benefits. In addition, the department's estimated share of the property, liability and auto insurance allocation ("Other Insurance Allocation") was not allocated this year.
- 7) Seminars and Conferences: Decreased \$175 due to a decrease in seminars/conferences as WALHDAB incorporated meeting fees into dues showing an increase in memberships/subscriptions. Wisconsin Public Health Operations Conference \$650. Wisconsin Public Health Association Conference \$650. Wisconsin Lead/Radon Refresher Course \$300. Specific public health programmatic/ infrastructure workforce development conference registration fees (State/National) will be covered under the associated grants' scope of work, and not funded by tax levy. Professional development for the DATCP Agent Program and/or Weights and Measures will be covered by specific program revenue, not tax levy.
- 8) Memberships/Subscriptions: Increase \$95 due to an increase in membership fees and subsequent decrease in seminars/conferences as WALHDAB incorporated meeting fees into association dues. Wisconsin Public Health Association \$295, Wisconsin Association of Local Health Departments and Boards (WALHDAB) \$560, Wisconsin Environmental Health Association \$40. Wisconsin Association of Weights and Measures \$30 (covered by program revenue, not tax levy), Association for Professionals in Infection Control \$220 (covered by grant, not tax levy).

- 9) Weights and Measurements: This is a new line item created in the amount of \$3,000 to align direct, non-personnel expenses to program. This is offset by program revenue.
- 10) Immunization Outreach Grant expense increased \$1,440 due to an aligned projection increase in grant fund revenue.
- 11) Public Health Infrastructure: This is a new line item in the amount of \$35,267 created to appropriately categorize direct, non-personnel expenses. This expense is offset entirely by grant revenue.
- 12) Agent Program: This is a new line item created in the amount of \$3,300 to align direct, non-personnel expenses to program. This is offset by program revenue.
- 13) COVID Immunization/VFC: This expense line in the amount of \$14,000 is due to carryover approval from WI DHS, ending in June of 2025, and is offset entirely by grant revenue.

City of De Pere
2025 General Fund
Adopted Budget

EXPENDITURES
HEALTH DEPARTMENT

Account Number	Account Title	2023 Year End Actual	2024 Adopted Budget	2024 Current Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Dept Head Proposed	2025 / 2024 Budget % Of Change
PERSONAL SERVICES								
100	54100 110 Salaries	\$ 325,413	\$ 360,661	\$ 360,661	\$ 175,984	\$ 360,661	\$ 381,885	5.88%
100	54100 120 Hourly Wages	51,305	54,850	54,850	26,827	54,850	57,949	5.65%
100	54100 125 Overtime Wages	0	0	0	257	257	0	0.00%
100	54100 126 Seasonal Labor	82,713	60,000	60,000	2,879	11,040	12,140	-79.77%
100	54100 150 FICA	32,832	36,010	36,010	15,083	36,010	33,823	-6.07%
100	54100 151 Retirement	30,397	32,402	32,402	11,764	28,688	30,568	-5.66%
100	54100 152 Health, Dental, DIB, Life & Wks Cmp Ins	112,594	122,128	122,128	74,881	122,128	103,909	-14.92%
100	54100 190 Training	0	0	0	0	0	0	0.00%
	Subtotal	635,254	666,050	666,050	307,674	613,634	620,275	-6.87%
CONTRACTUAL SERVICES								
100	54100 210 Telephone	1,460	1,700	1,700	628	1,700	1,700	0.00%
100	54100 212 Seminars and Conferences	801	1,775	1,775	410	1,775	1,600	-9.86%
100	54100 215 Consulting	0	0	0	0	0	0	0.00%
100	54100 218 Cell/Radio	1,116	835	835	478	835	835	0.00%
100	54100 240 Equipment Maintenance	1,152	800	800	667	800	800	0.00%
	Subtotal	4,529	5,110	5,110	2,183	5,110	4,935	-3.42%
SUPPLIES AND EXPENSE								
100	54100 310 Office Supplies	3,090	2,500	2,500	359	2,500	2,600	4.00%
100	54100 320 Memberships/Subscriptions	940	800	800	200	500	895	11.88%
100	54100 324 Medical Supplies	5,940	5,000	5,000	2,634	5,000	5,200	4.00%
100	54100 330 Mileage Reimbursement	586	1,000	1,000	135	1,000	1,040	4.00%
100	54100 331 Transportation	1,244	1,500	1,500	280	1,500	1,560	4.00%
100	54100 351 MCH Grant	4,400	9,229	9,229	0	9,147	9,147	-0.89%
100	54100 352 MCH Match	0	0	0	0	0	0	0.00%
100	54100 353 Weights and Measures	0	0	0	549	3,000	3,000	#DIV/0!
100	54100 354 Childhood Lead Grant	1,485	2,161	2,161	0	2,161	2,161	0.00%
100	54100 355 Immunization Outreach Grant	1,989	7,799	7,799	42	8,939	9,239	18.46%

City of De Pere
2025 General Fund
Adopted Budget

EXPENDITURES

HEALTH DEPARTMENT

Account Title	2023	2024	2024	2024	2024	2024	2025	2025 / 2024
	Year End Actual	Adopted Budget	Current Budget	6 mos Actual	Year End Estimate	Dept Head Proposed	% Of Change	
100 54100 356 Public Health Infrastructure	0	0	0	0	0	35,267	#DIV/0!	
100 54100 357 COVID	16,817	0	0	4,440	4,440	0	0.00%	
100 54100 358 Preparedness Grant	50,423	34,417	34,417	6,601	34,417	35,106	2.00%	
100 54100 359 Prevention Grant	1	4,300	4,300	1	4,300	4,300	0.00%	
100 54100 360 Communicable Disease Grant	1,743	3,600	3,600	339	3,570	3,570	-0.83%	
100 54100 361 Agent Program Surplus	9,293	4,000	4,000	0	0	0	0.00%	
100 54100 362 Agent Program	0	0	0	202	3,300	3,300	#DIV/0!	
100 54100 363 COVID Immunization/VFC	0	0	0	1,657	6,000	14,000	0.00%	
100 54100 364 COVID Public Health Workforce	0	0	0	3,660	13,751	0	0.00%	
100 54100 365 COVID ARPA	0	0	0	60,104	198,931	0	0.00%	
100 54100 370 Leaf Grant	6,918	0	0	0	0	0	0.00%	
Subtotal	104,869	76,306	76,306	81,202	302,456	130,385	70.87%	
CAPITAL OUTLAY								
100 54100 810 Capital Equipment	0	0	0	0	0	0	0.00%	
Subtotal	0	0	0	0	0	0	0.00%	
TOTAL	\$ 744,652	\$ 747,466	\$ 747,466	\$ 391,059	\$ 921,200	\$ 755,595	1.09%	



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Discussion of the FY2025 Draft Board of Health Budget

ATTACHMENTS:

- Memo_BOH Budget Discussion (DOCX)
- Board of Health Draft Budget_Narrative and Expenses (PDF)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Discussion of the FY2025 Board of Health Budget

Please see attached Board of Health Budget and Narrative. Feedback welcomed and appreciated. This draft will be presented to Administration/Finance in August and September and follow the City Budget approval process with Finance and City Council thereafter.

Board of Health

Program Full Time Equivalents: 0

Program Mission:

To act as a policy forming body for health department staff in efforts to protect and promote the health of City of De Pere residents.

List of Program Service(s) Descriptions:

- 1) *Medical Advisor* – Provides medical orders and advisement to the Health Officer and staff.
- 2) *Assurance* – Assure that measures are taken to provide an environment in which individuals can be healthy and services and programs meet the public health needs of the community.
- 3) *Policy Development* – Regularly review and advocate for local policies and the provision of reasonable and necessary public health services.

Important Outputs:

- 1) *Approval of Health Department Policy and Procedures* – Activity funded by property tax. Policy and procedures provide for consistent services provided to the community.
- 2) *Annual Budget Review and Discussion* – Activity funded by property tax. The annual budget provides for the operation of health department services. This allows the community to have input into the funding utilized to support public health programming.
- 3) *Advise the Health Officer and Staff* – Activity funded by property tax. Required by state statute. Provides standing orders for medical services provided and program guidance for services to meet the community's needs.

Expected Outcomes:

- 1) Maintain or increase the health of community members by assuring the provision of public health services according to Wisconsin State Statute, standing orders and established department policy and procedures.
- 2) Maintain or increase the number of public health services provided to the community at the lowest possible cost.

2025 Performance Measures:

- 1) Conduct an annual review of health department agency's policy and procedures by May of each year.
- 2) Recommend at least one health policy to the City Council for consideration/adoption.

2024 Performance Measurement Data (July 2023 – June 2024):

- 1) Conduct an annual review of health department's policy and procedures by May of each year.
 - a. Result: The board of health reviewed the agency's policy/procedures on 5/13/2024.
- 2) Recommend at least (1) health policy to the City Council for consideration/adoption.
 - a. Result: The Board of Health gave a recommendation to the City Council to support an FDA information sharing agreement allowing for faster, more efficient communication between the City of De Pere Health Department and the federal government when responding to a foodborne outbreak. This was policy/agreement was subsequently adopted by City Council unanimously.

Significant Program Achievements:

The Board of Health has been very supportive and involved during the department's state required chapter 140 review. The health department passed the review and continues to be designated as a level II health department.

Existing Program Standards Including Importance to Community:

- 1) Conduct at least quarterly meetings of the Board of Health.
 - a. Community Importance.
 - i. Provides opportunity for required actions of the board.
 - ii. Allows opportunity for community involvement.
 - iii. Required by state statute for all local health departments.

Costs and Benefits of Program and Services:

The program benefits the community by allowing for resident involvement of board members in the policy development and public health programming. In addition, the Board supports health department programming that promotes healthy lifestyles and protects health through health education, policy development and valued services.

2025 Program Objectives:

- 1) Develop policy and provide leadership that emphasizes public health needs and that advocates for equitable distribution of public health resources and/or environmental changes improving health and quality of life.
- 2) Regularly and systematically collect, assemble, analyze and make available information on the health of the community, including statistics on health status and community health needs.

2025 Budget Significant Expenditure Changes:

There are none.

City of De Pere
2025 General Fund
Adopted Budget

EXPENDITURES

BOARD OF HEALTH

Account Title

2023
Year End
Actual

2024
Adopted
Budget

2024
Current
Budget

2024
6 mos
Actual

2024
Year End
Estimate

2025
Dept Head
Proposed

2025 / 2024
Budget
% Of Change

PERSONAL SERVICES

Account Number	Account Title	2023 Year End Actual	2024 Adopted Budget	2024 Current Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Dept Head Proposed	2025 / 2024 Budget % Of Change
100	54110							
	190 Training	40	100	100	0	100	100	0.00%
	Subtotal	40	100	100	0	100	100	0.00%
	TOTAL	40	100	100	0	100	100	0.00%



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Consideration and possible action on WI DHS Contract #62109-2 in the amount of \$9,239*

ATTACHMENTS:

- Immunization Outreach Grant WI DPH Contract #62109-2 in the amount of \$9,239 (PDF)
- Memo_Immunization Outreach Grant Contract (DOCX)



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Depere Dph
for
2024 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G24-DPHCC24-17 M2
 DPH Contract No.: 62109-2
 Agreement Amount: \$9,239
 Agreement Term Period: 10/01/2023 to 9/30/2025
 GEARS Pre-Packet No: 27015

DHS Division: Division of Public Health
 DHS Grant Administrator: Anna Benton
 DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller
 Grantee Address: 335 S BROADWAY, DE PERE, WI,
 541152526
 Grantee Email: cwoller@deperewi.gov

Modification Description: We are adding funding for the Immunization Hepatitis B Program (Profile 155020). Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Chrystal Woller

Title: Health Officer/Health Department Director

Signature: _____

Date: _____

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY

GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2024

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	Depere Dph	60	1/1/2024	12/31/2024	\$9,239

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155020	CONS CONTRACTS IMM		\$8,939	\$300	\$9,239	N/A
					\$9,239	

Document In Progress

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155020
FAIN	NH23IP22611
Federal Award Date	8/31/2024
Sub-award period of Performance Start Date	1/1/2024
Sub-award period of Performance End Date	12/31/2024
Amount of Federal Funds obligated (committed) by this action	\$300
Total Amount of Federal Funds obligated (committed)	\$9,239
Federal Award Project Description	Immunization Cooperative Agreements
Federal Awarding Agency Name (Department)	Department of Health Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listing (formerly CFDA) Number	93.268
Assistance Listing (formerly CFDA) Name	Immunization Cooperative Agreements
Total made available under each Federal award at the time of disbursement	\$32,393,052
R&D?	No
Indirect Cost Rate	7.5%

Process

ment

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Consideration and possible approval of WI DPH Contract #62109-2 in the amount of \$9,239

WI Department of Health Services has awarded De Pere Health Department an additional \$300 for the Immunization Consolidated Contract increasing the total amount for that program for a new total of \$9,239 (contract end date 9/30/2025).



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Consideration and possible action on the Valley Cabinet Quote and Agreement*

ATTACHMENTS:

- Memo_Valley Cabinet Agreement (DOCX)
- Agreement Form_Valley Cabinet (PDF)
- E16_8794B-2 (PDF)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Consideration and possible approval of the Valley Cabinet Agreement

The City of De Pere Health Department was awarded a *Public Health* ARPA grant, through WI DHS. The grant award was presented to the Council by the previous Health Department Director and has already been approved.

Within the scope of the grant, the purchase of cabinets/countertops for the vaccine administration room has been reviewed and approved by WI DHS. Requesting approval to move forward and to delegate signatory authority to the Health Director, for this agreement. If approved, this will be forwarded to the City Council for consideration.



Agreement Form

Job Name:

Estimate #:

Part I

Upon signing this form, I am agreeing to have Valley Cabinet, Inc. as my cabinet supplier. At this time, I hereby give Valley Cabinet the authorization to proceed with this order. Should I at any time decide to cancel this order with Valley Cabinet I agree to reimburse Valley Cabinet for material and production costs that the company has incurred because of my project prior to cancellation.

Signature

Date

Part II

As per my discussion with my Valley Cabinet salesperson, I understand and accept the layouts for my project. The materials that have been selected will be ordered and put into production. Any changes made to non-stock items after this date will involve a restocking charge if the item(s) is returnable to our vendor. If the item is not returnable, Valley Cabinet will sell you the item(s) at our cost plus any additional charges incurred on this item(s). Any changes made to layouts after they enter production may also result in additional charges.

Signature

Date

By checking the "I agree" box, you are agreeing to the terms as stated above and accept this document as a signed authorization for the order.

I Agree

Please email your completed form to:

Valley Cabinet Inc.

De Pere | Germantown | Neenah | Sturgeon Bay

(800) 236-8981

www.valleycabinetinc.com



Our Experience. Your *Signature.*

August 6, 2024

Est #: 16.8794B

City of De Pere- Chrystal Waller
335 S Broadway
De Pere

Acct. #

Wood Type & Finish: TFL
Interiors: Wood grain vinyl
Backs: Yes
Door Style: TFL 550
Drawer Fronts: Slab
Drawer Box & Guides: Solid Maple Dovetail on full extension soft close
Counter Tops: Corian Group 1 (Glacier White)
Molding: No Molding
Installation: By Valley

Hardware: Standard (0)
Hinge Type: Frameless w/Soft Close

Project Type: Remodel

Premiere Cabinets

Exam Room(96" High):

114" wide wall with standard upper and lower cabinets with locks on lower pairs of doors

Cabinets	\$3,740.73
Corian Top	\$2,321.06
Base Price	\$6,061.80

Removal of existing cabinets, and all plumbing and electrical work by others.

Terms: A 1/2 down payment is required at time of order. Monthly progress billing may apply. Payment of invoice is due 10 days of invoice date. If payment is not made an interest charge of 1.5% per month (18% annual) will be added to the principal due. Prices valid if cabinets are installed before March 1st, 2025. Cabinets not installed by Valley Cabinet and Commercial Cabinetry require sales tax.

De Pere Showroom
845 Prosper Rd
De Pere, WI 54115
(920) 336-3174

Neenah Showroom
920 American Drive
Suite 1B
Neenah, WI 54956
(920)- 383-5580

Sturgeon Bay Showroom
966 Green Bay Road
Sturgeon Bay, WI 54235
(920) 743-2243

Germantown Showroom
W189N11100 Kleinmann Drive
Suite 100
Germantown, WI 53022
(262) 345-4841



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Consideration and possible action on Affiliation Agreement between MCW & De Pere Health Department*

ATTACHMENTS:

- Memo_ Affiliation Agreement between MCW & De Pere Health Department (DOCX)
- Affiliation Agreement - De Pere Health Department (DOCX)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Consideration and possible approval of an Affiliation Agreement between MCW & De Pere Health Department

The De Pere Health Department is interested in hosting a graduate student from the Medical College of Wisconsin, Masters of Public Health Program. This signed agreement would allow this graduate student to complete their academic requirement for a field placement experience. Academic projects completed for this rotation would be mutually beneficial for both the student and the De Pere Health Department. Thank you, in advance, for your consideration.

**MASTER EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
DE PERE HEALTH DEPARTMENT
AND
THE MEDICAL COLLEGE OF WISCONSIN, INC.**

This Agreement is made as of the 26th day of August, 2024, by and between City of De Pere Health Department, (“Site”) and The Medical College of Wisconsin, Inc. (“MCW”). The purpose of this Agreement is to provide learning and practical experiences for the students of MCW as listed in the attached Program Memoranda and to establish and operate Education Programs at Site.

GENERAL

1. Program Memorandum. Each educational program of MCW which places students at Site (each, a “Program”) is subject to this Agreement and is identified in a Program Memorandum accompanying this Agreement. If more than one educational program of MCW is or becomes subject to this Agreement, there will be a separate Program Memorandum for each such program, signed by the parties, and each such program will be considered the “Program” for purposes of this Agreement. The Program Memorandum:

- (a) Indicates the representatives of MCW and Site responsible for maintaining liaison between the parties for purposes of the Program (hereafter, the “MCW Designee” and the “Site Designee,” respectively);
- (b) Indicates the number of students from MCW who will be permitted to participate in the Program at Site during any one rotation;
- (c) Provides such other information as may be required under this Agreement or as may be appropriate for the operation of the Program at Site; and
- (d) Refers to this Agreement.

In the event of any discrepancy between the Program Memorandum and this Agreement, the provisions of this Agreement shall prevail.

2. Term and Termination. This Agreement is for a term of one year beginning on the date first written above, and it shall be automatically renewed for subsequent one-year terms unless terminated by either party upon six months prior written notice to the other party, provided that either party may terminate any individual Program under the same terms without terminating all the Programs. Notwithstanding any such termination, any student already enrolled and participating in the Program which is being terminated shall have the right to complete in full the placement at Site unless cancellation of placement occurs pursuant to the terms herein.

3. Number of Students; Placement Dates. The number of students eligible to participate in the Program and the specific dates for the placement of each student in the Program will be mutually determined by agreement of the parties in writing in the Program Memorandum.

4. Student Prerequisites. MCW will assign to Site only those students who have satisfactorily completed the prerequisite didactic portion of MCW’s applicable educational program.

5. Cancellation of Individual Placement. Site may cancel, by notice in writing to the MCW Designee for the applicable Program and to the MCW registrar, the placement of any student

whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within Site or non-Site-owned premises in which Site's faculty conduct their practice, or whose health status is a detriment to the student's successful completion of the placement or the safety of others. Site will provide the student, the MCW registrar, and the MCW Designee for the Program with a written justification for the proposed cancellation of a placement. Except in emergencies, Site shall consult with the MCW registrar and the MCW Designee for the Program prior to any such cancellation.

6. Compliance with Applicable Laws, Regulations and Ordinances; Non-Discrimination. The parties agree to comply with all applicable federal, state, and local laws, regulations and ordinances. Both parties specifically agree not to discriminate unlawfully against any individual on the basis of race, creed, national origin, color, sex, religion, age, marital status, veteran status, or disability.

7. No Third-Party Beneficiaries. This Agreement is not a third-party beneficiary contract and confers no rights upon students or employees of the parties.

8. Status of Students. Students are not employees of MCW or Site and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party.

9. Site Requirements for Students. The Site Designee for each Program shall forward a list of requirements, including immunizations, titers, special training, and any other requirements, as well as any applicable deadlines, to the MCW Designee for that Program. The MCW Designee for each Program shall inform the students of Site's requirements and instruct the students to send information indicating completion dates of those requirements to Site. Each student will be responsible for providing accurate and timely documentation of the completion of all requirements to Site. The failure to provide accurate and timely documentation of fulfillment of all requirements shall be sufficient justification under Section 5 above for Site to cancel or postpone, at its option, the placement of such student.

10. Insurance. In order to insure against potential liability arising out of the activities performed under, or in any manner related to, this Agreement, MCW and Site each agree to obtain and maintain, in force and effect, comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Both MCW and Site agree that such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days prior written notice to the other party.

11. Indemnification. MCW shall be responsible for the negligent acts or omissions of its officers, and employees acting within the scope of their employment and for the negligent acts or omissions of its students acting within the scope of their responsibilities in their educational program. Site shall be responsible for the negligent acts or omissions of its officers, employees, and agents acting within the scope of their employment or agency, respectively. Neither of the parties agree to indemnify the other party for any such act or omission, provided, however, that this Agreement shall not constitute a waiver by either party of any rights to indemnification, contribution or subrogation which such party may have by operation of law.

12. Amendment. This Agreement may be revised or modified only by written amendment signed by authorized representatives of both parties.

13. Superseding Agreement. This Agreement, including the Program Memoranda, supersedes all prior agreements between the parties hereto relating to Education Programs at Site for MCW students.

RESPONSIBILITIES OF MCW

14. MCW Designee. The MCW Designee for each Program shall be a MCW faculty member who shall coordinate with the Site Designee the program for each student assigned to Site.

15. Notification to Students. MCW Designee for each Program shall notify each student that he or she is responsible for:

(a) Reporting to Site on time and following the administrative policies, standards, and practices of Site and any other institution in which the placement is conducted;

(b) Providing his or her own transportation and living arrangements;

(c) Maintaining his or her own health records and providing his or her own health insurance coverage and documentation as required by Site;

(d) Conforming to the standards and practices established by MCW while training in Site;

(e) Maintaining confidentiality of information relating to Site's patients or clients.

16. Disciplinary Action. MCW shall handle all student disciplinary problems, considering recommendations of personnel of Site.

RESPONSIBILITIES OF SITE

17. Provision of Planned, Supervised Program. Site shall provide a planned, supervised program of practical experience as specified in the most recent outline of its Education Program supplied in writing to MCW Designee.

18. Student Records. Site shall maintain complete records and reports on each student's performance, providing evaluations and grades to MCW Designee on forms provided by MCW within thirty (30) days of completion of said student educational experience at Site.

19. Responsibility for Patients. If Student provides clinical care or is involved in clinical care under this Agreement, Site shall retain ultimate responsibility for the care of its patients.

20. Inspection of Premises and Records. Site shall, on reasonable notice, permit inspection of its facilities and records of MCW's students by appropriate MCW or accreditation agency representatives charged with the responsibility for approval of the site or accreditation of MCW's curriculum.

21. Designation of Responsible Site Personnel. Site shall designate in writing to MCW Designee in each Program the name of the person responsible for Site's Education Program in that Program and shall also submit to MCW Designee the curriculum vitae of Site's professional staff participating in the Education Program. Site agrees to notify MCW Designee of any change or proposed change in its designation of the person responsible for the Training Program in each Program.

22. Student Compliance. Site shall require the students' compliance with their responsibilities as set forth in Sections 15((a)) through ((e)) above. MCW agrees to assist Site in obtaining students' compliance upon request.

23. No Student Support. MCW acknowledges that Site has no obligation to provide any portion of the room and board, and/or stipend during the term of any student's placement.

24. Orientation. Site shall, at the commencement of a student’s placement, provide the student a thorough orientation as to Site’s administrative policies, standards, and practices relevant to the placement.

25. Student Absences. Except in emergencies, Site shall not grant leaves of absence from regular duties to students during their placements without prior approval from MCW Designee. In the event that a student with a placement in one of Site’s Education Programs accumulates absence due to illness in excess of three days during the placement, Site shall promptly arrange for the student to make up the lost time or shall inform MCW Designee of its inability to make such arrangements.

26. Supplies and Support. Site shall make available to students for educational purposes use of such supplies and equipment as are commonly available and standard reference material suitable to the learning experience of the student.

27. Compliance. Site shall comply with applicable MCW policies and procedures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first written above.

De Pere Health Department

The Medical College of Wisconsin, Inc.

By: _____

By: _____

Name: Mayor James Boyd

Joseph E. Kerschner, MD

Title: City of De Pere Mayor

Dean of the Medical School & Executive Vice President

**PROGRAM MEMORANDUM MASTER OF PUBLIC HEALTH PROGRAM
UNDER MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN
DE PERE HEALTH DEPARTMENT
AND
THE MEDICAL COLLEGE OF WISCONSIN, INC.**

This Program Memorandum for the Master of Public Health Program pertains to the Master Educational Affiliation Agreement (the “Agreement”) effective 8/26/24 between De Pere Health Department (“Site”) and The Medical College of Wisconsin, Inc. (“MCW”). This Program Memorandum is an integral part of the Agreement, and all terms used in both documents are intended to have the same meanings unless the context clearly indicates otherwise. If more than one Program is subject to the Agreement, however, the term the “Program” as used in this Program Memorandum is intended to refer only to the particular program identified in paragraph 1, below. This Program Memorandum supersedes all prior agreements for the Program named below.

- 1. **Program.** The Program to which this Program Memorandum applies: Master of Public Health Program
- 2. **Site Department/Division which will conduct the Education Program:** De Pere Health Department
- 3. **Date of Implementation.** Experiences under the Program will begin on the following date: August 26, 2024
- 4. **Length of Educational Experience:** 80 hours
- 5. **Site and MCW Designees.**
 - (a) Name, title and telephone number of the Site Designee responsible for maintaining liaison with MCW for purposes of this Program:
 Chrystal Woller, Health Officer
 Phone: 920-339-4054
 - (b) Name, title and telephone number of the MCW Designee responsible for maintaining liaison with Site for purposes of this Program:
 Dr. David Nelson, Master of Public Health Program Director, MCW
 Phone: 414-955-4386
- 6. Maximum number of Students who will be permitted to participate in the Program at the facility during any one semester or rotation: 1

De Pere Health Department

The Medical College of Wisconsin, Inc.

By: _____

By: _____

Name: Mayor James Boyd

Joseph E. Kerschner, MD

Title: City of De Pere Mayor

Dean of the Medical School & Executive Vice President



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Consideration and possible action on FY2025 Wisconsin DHS TB Dispensary Contract*

ATTACHMENTS:

- Memo_TB Dispensary Contract (DOCX)
- TB Dispensary Contract WI DHS (PDF)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Consideration and possible approval of the FY2025 WI DHS TB Dispensary Contract

This WI DHS contract is a standard purchase order interagency agreement between the De Pere Health Department and the State of Wisconsin to cover medical service expenses as a payor of last resort. Eligible residents would be those who don't have health insurance (private insurance or Medical Assistance). Although this agreement is very rarely activated, it is useful to have in place in the unlikely event this resource is needed.

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G25-TBDISPENSE-16**

Bureau of Procurement and Contracting (BPC) Review:

This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

NA

Office of Legal Counsel (OLC) Review and Approval:

This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

6/4/2024

Date Signed

Tony Evers
Governor

Kirsten L. Johnson
Secretary



State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
PO BOX 2659
MADISON WI 53701-2659

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

To: Local Health Officers

From: Pat Heger, Financial Specialist Advanced, Wisconsin Department of Health Services
(DHS) Tuberculosis Program (WTBP)

Date: May 23, 2024

Re: FY2025 Wisconsin Tuberculosis (TB) Dispensary Contracts

It is time to establish Wisconsin TB Dispensary contracts for fiscal year 2025, which runs from July 1, 2024, to June 30, 2025. Please submit signed contracts for the Wisconsin TB Dispensary by Friday, June 30, 2024. Contracts received after that date may be delayed in getting established, although coverage will be retroactive to July 1, 2024.

The contract is a standard purchase order interagency agreement between your health department and the State of Wisconsin. The accompanying documents (*Wisconsin Tuberculosis Dispensary Policy and Procedures, with attachments A, B, C, D, E, and G*) provide the specifics of how the Wisconsin TB Dispensary works, who is eligible for coverage, what services and medications are allowed, service codes, National Drug Codes (NDC), and Medicaid reimbursement rates as of April 2023.

Please follow emailed DocuSign instructions to electronically sign the contract and return to DPH through DocuSign. *Attachment B* (Clinical Services Plan) must be returned, or your contract will not be valid. *Attachment D* (Pharmacy Services Plan) is optional, to be completed and returned for any jurisdiction that will be requesting reimbursement for pharmacy services not ordered through the default Wisconsin TB Dispensary pharmacy.

New This Year

We have a new service code. T1017 – Targeted Case Management is replacing both H0033 – directly observed therapy and 99401 – symptom treatment and monitoring. T1017 is broken out into 15 minutes increments like the old service codes. You may also use it for video DOT at the 15-minute rate only. S9445 – Patient education and monitoring is available for your before and after treatment efforts.

As always, WTBP staff members are available to answer any questions you may have by phone (608-261-6319) or email (DHSWITBProgram@dhs.wisconsin.gov).

Thank You,



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
De Pere Department of Public Health
for
Tuberculosis (TB) Dispensary Program

DHS Grant Agreement No.: 435100-G25-TBDISPENSE-16

Agreement Amount: Sum Sufficient

Agreement Term Period: July 1, 2024, to June 30, 2025

DHS Division: Public Health

DHS Grant Administrator: Patricia Heger

DHS Telephone: 608-266-9692

DHS Email: patricia.heger@dhs.wisconsin.gov

Grantee Grant Administrator: Chrystal Woller

Grantee Telephone: 920-339-2373

Grantee Email: cwoller@deperewi.gov

Grantee Unique Entity Identifier (UEI) Name:

Grantee Unique Entity Identifier (UEI) Number:

Grantee Supplier ID: 71770

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Chrystal Woller

Name: _____

Title: Health Officer/Health Department Director

Signature: _____

Date: _____

TABLE OF CONTENTS

1. DEFINITIONS..... 3

2. ORDER OF PRECEDENCE 4

3. PARTIES 4

4. PURPOSE AND SCOPE..... 4

 4.1 List of Exhibits 4

5. CONTACT INFORMATION..... 4

6. PAYMENT FOR GRANT AWARD..... 5

7. REPORTING 5

8. FEDERAL AND STATE RULES AND REGULATIONS 5

9. AFFIRMATIVE ACTION..... 5

10. CIVIL RIGHTS COMPLIANCE 6

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION..... 7

12. HIGH-RISK IT REVIEW..... 8

13. SUBGRANT or SUBCONTRACT 9

14. GENERAL PROVISIONS 9

15. ACCOUNTING REQUIREMENTS 9

16. CHANGES IN ACCOUNTING PERIOD..... 10

17. PROPERTY MANAGEMENT REQUIREMENTS 10

18. AUDITS..... 10

19. OTHER ASSURANCES 12

20. RECORDS 12

21. CONTRACT REVISIONS AND/OR TERMINATION 13

22. NONCOMPLIANCE AND REMEDIAL MEASURES 14

23. DISPUTE RESOLUTION 14

24. FINAL REPORT DATE..... 14

25. INDEMNITY 15

26. CONDITIONS OF THE PARTIES’ OBLIGATIONS..... 15

27. GOVERNING LAW..... 15

28. SEVERABILITY 15

29. ASSIGNMENT..... 15

30. ANTI-LOBBYING ACT 15

31. DEBARMENT OR SUSPENSION..... 15

32. DRUG FREE WORKPLACE..... 16

33. MULTIPLE ORIGINALS 16

34. CAPTIONS 16

35. SPECIAL PROVISIONS, IF APPLICABLE..... 16

36. NULL AND VOID 16

1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 272, Madison, Wisconsin 53703.
- B. The Grantee is: De Pere Department of Public Health
The Grantee's principal business address is: 335 South Broadway, De Pere, WI 54115-2593

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

4.1 List of Exhibits

- Exhibit 1: Attachment A – Covered Clinical Services by PT Type
- Exhibit 2: Attachment B – Clinical Services Plan
- Exhibit 3: Attachment C – CPT Service Codes
- Exhibit 4: Attachment D – Pharmacy Services Plan
- Exhibit 5: Attachment E – Medication Reimbursement Rates
- Exhibit 6: Attachment F – TB Dispensary Policy and Procedures
- Exhibit 7: Attachment G – Payment Details

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name: **Patricia Heger**
Telephone: **608-266-9692**
Email: patricia.heger@dhs.wisconsin.gov

Grantee Grant Administrator
Grant Administrator Name: Chrystal Woller
Telephone: 920-339-2373
Email: cwoller@deperewi.gov

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

- A. *Prompt Payment Law*: DHS shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528
- B. *State Tax Exemption*: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.
- C. *Payment Offsets for Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.
- D. *Refund of Credits*: DHS may request a refund of credits owed at any time. Grantee agrees to refund credits owed within sixty (60) days of DHS's request.

7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
https://www.govregs.com/regulations/title2_chapterII_part200_subpartD_subjgrp29_section200.322

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Wisconsin Department of Workforce Development (DWD), the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: <https://doa.wi.gov/Pages/SBOPForms.aspx>.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)

711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days or less to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware, per state and federal requirements, as stated in any and all exhibits or appendices to this Agreement. Grantee shall

cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.

- B. *Indemnification*: In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.
- C. *Equitable Relief*: The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages*: The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA*: The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) [F-00759](#). This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319
- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.

- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 4. Report on compliance for each major program and a report on internal control over compliance.
 5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
 9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
1. The auditee did not have an audit.
 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

- J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;
 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.

- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services.
 - 2. Changes required by state and federal law or regulations or court action.
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.
- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
 - 1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 - 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
 - 3. Makes an assignment for the benefit of creditors;
 - 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 - 5. Incurs a delinquent Wisconsin tax liability;
 - 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 - 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 - 8. Becomes a federally debarred Grantee;

9. Is excluded from federal procurement and non-procurement Agreements;
10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review:* DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review:* If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **60 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL (SFLLL) for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities>. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee

further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

Match Requirements:

Funding percentages:

- a. Federal:
- b. State: 100%
- c. Local/Other:

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

ATTACHMENT A

Wisconsin TB Dispensary Program

Covered Clinical Services by Patient Type – Fiscal Year 2025

NOTE: Any additional services that exceed allowed number of services MUST have a pre-authorization and are at the discretion of the Wisconsin TB program (WTBP) for reimbursement.

Type and amount of services covered by the WTBP (for the duration of treatment):			
Service	Active Tuberculosis (TB) Disease	Suspect or contact who is eventually ruled out	Latent TB Infection (LTBI)
Laboratory tests** (does not include blood collection)	Diagnostic IGRA - 2 Liver function* - 1 to 2 CBC w/ platelets - 1 HIV - 1 Serum creatinine - 1 Uric acid - 1 A1C - 1 Alkaline Phosphate- 1	Diagnostic IGRA- 2 (1 at baseline, 1 at 8-10 weeks post-exposure) Liver function* - 1 HIV - 1	Diagnostic IGRA- 2 Liver function* - 2 CBC w/ platelets - 1 HIV - 1
Blood specimen collection (venipuncture)	≤ # of tests performed	≤ # of tests performed	≤ # of tests performed
Diagnostic tuberculin skin test (TST, includes placement & reading)	1	2 (1 at baseline, 1 at 8-10 weeks post-exposure)	1
Chest Imaging & interpretation (CT or 2-view chest X-ray recommended for diagnosis)	3	2	1
Medical evaluation by MD	4 total [1 new (diagnostic)] [3 established (follow-up)]	2 total [1 new (diagnostic)] [1 established (follow-up)]	2 total [1 new (diagnostic)] [1 established (follow-up)]
Sputum collection	Various***	3	3
DOT and Nurse Services Codes			
Targeted Case Management (TCM)****	Service code T1017 TCM includes DOT/VDOT, patient education, and symptom treatment and monitoring for adverse drug reactions.		
Patient education/ Anticipatory guidance****	Service code S9445 (Without DOT)		
Travel for DOT****	Service code T0001 45 to 60 minutes per day, round trip		

* "Liver function" includes a single ALT, AST, or total bilirubin; if more than one liver function test is performed, please use hepatic function panel [service code 80076], which includes all three tests. Hepatic function panel can be substituted with the combination of a complete metabolic panel and total bilirubin test.

** Whenever possible, use the fee-exempt testing (HIV and liver function test) performed by the Wisconsin State Laboratory of Hygiene (WSLH). Testing performed by laboratories other than WSLH will be covered at the Medicaid-allowable rate.

*** While the patient is still in isolation waiting for smears to become negative, only one sputum should be obtained weekly until the smear result is negative. After the initial negative sputum two more sputum samples should be collected to verify the negative result. Repeat this until all three sputum samples are smear negative. After all three have become negative, continue to collect a set of three sputum samples each month until the patient completes treatment, achieves culture conversion, or can no longer produce sputum.

**** See back of this form for details on use of these codes.

Use of Targeted Case Management (TCM) and Nurse Service Codes for the Wisconsin TB Dispensary Program

The bullets below represent general guidance. Exceptions can be made in unique situations using the preauthorization process.

General

- TCM services intrinsically include patient education, DOT/VDOT, anticipatory guidance and symptom/treatment monitoring. Therefore, the “Targeted Case Management (T1017)” service code should not be billed concurrently with the “Patient education/Anticipatory guidance (S9445)” code.
 - As in previous years, service codes for “Patient education/Anticipatory guidance” and “Targeted Case Management” should not be billed together on the same day.
 - To bill TCM and “Patient education/Anticipatory guidance” on the same day, the services would need to occur at different times of the day (e.g., the patient receives DOT early in the day and later needs guidance on medication side effects). A special note will need to be entered on the invoice for this to be recognized.
- **TCM and Nurse Service Codes:** TCM intrinsically includes patient education, anticipatory guidance, DOT/VDOT, and symptom/treatment monitoring. Additionally, as in previous years, service codes for “Patient Education/Anticipatory Guidance (S9445)” and “Targeted Case Management (T1017-15 to T1017-60)” should not be billed together on the same day. Therefore, the “Targeted Case Management (T1017)” service code should not be billed on the same day as “Patient education/Anticipatory guidance”. **Use only one TCM or nurse service code per patient per day.**
- **Video DOT:** Please use the “Targeted Case Management (T1017)” service code for video DOT (VTCM). VTCM should be billed for no longer than 15 minutes per appointment.
- **TCM in Office or Clinic:** Please bill no more than 30 minutes for DOT performed in your clinic or office (i.e., patients come to your office or clinic to receive TB/LTBI medications by DOT).
- **Services in the Home:** For home visits, only 60 minutes of services (i.e., DOT, symptom/treatment monitoring, patient education/anticipatory guidance) may be billed per patient per day. The 60 minute cap does not include travel time, see below for travel code (T-0001) information.
- **Venipuncture:** Service codes T1017 and S9445 should not be used for venipuncture services. Please use service code: 36415 (Blood collection, venous by venipuncture).

LTHD Travel for TCM

- A new service code “Travel for TCM (T0001)” has been created for travel time ≥ 45 minutes (e.g., time in your car) associated with DOT and nurse services. This code is meant to be used in combination with the TCM and Patient education/Anticipatory guidance codes. Reimbursed rates are shown below:

Service Code	Amount of travel time (round trip)	Reimbursement rate
T0001-45	45	\$28.20
T0001-60	60	\$37.60

- The travel service code (T0001) is intended for travel time (e.g., driving) of ≥ 45 minutes, round trip. Travel time of less than 45 minutes is not reimbursable.
- If travel time is ≥ 45 minutes (round trip), bill for travel time separately from time spent on TCM and Patient education/Anticipatory guidance.

ATTACHMENT B
Wisconsin TB Dispensary Program
De Pere Department of Public Health
Tuberculosis (TB) Clinical Services Plan (CSP)
FY-2024-2025

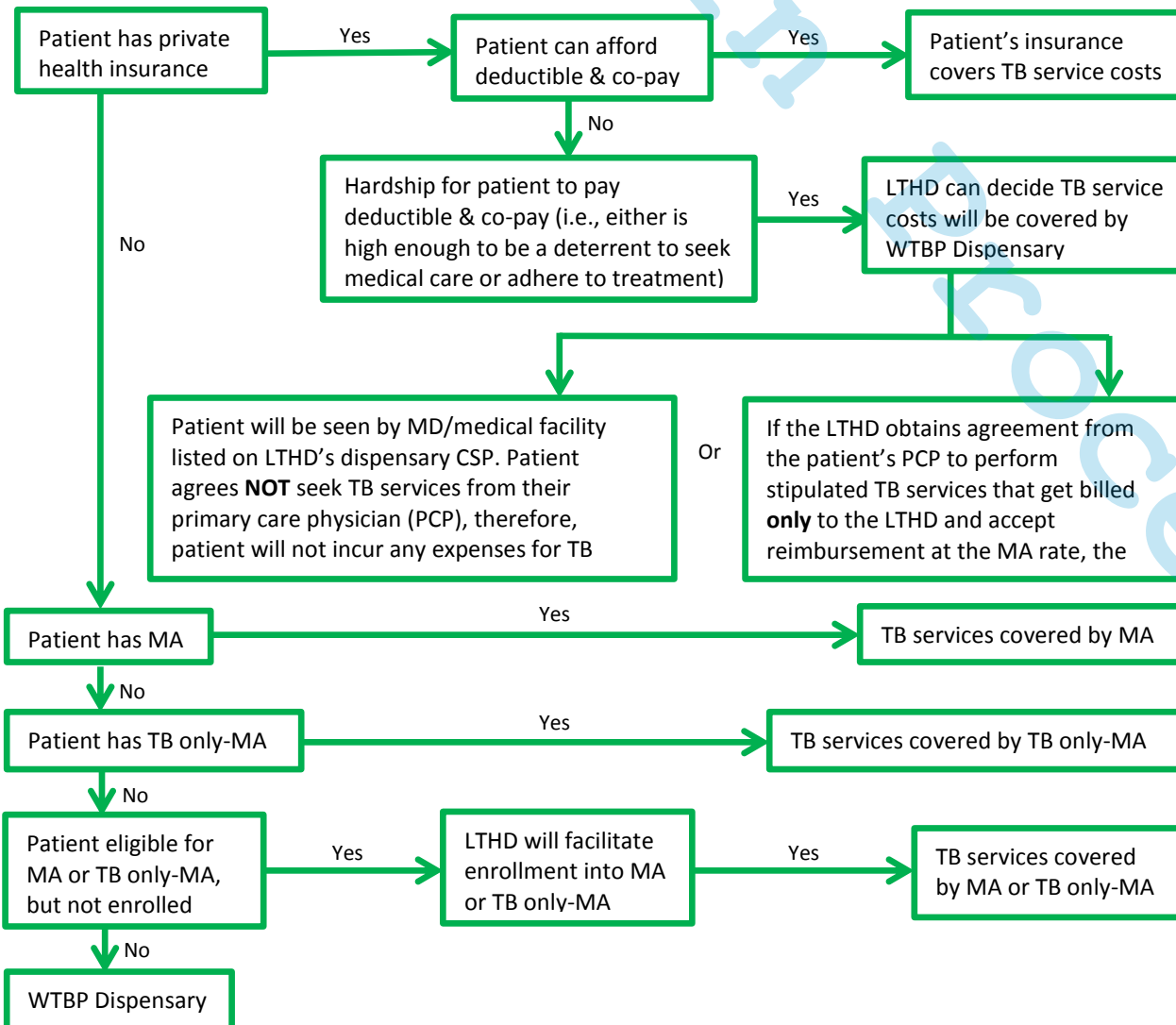
Purpose

The purpose of the Clinical Services Plan is to provide a framework for local and Tribal health departments (LTHDs) to describe and document clinical services that will be provided through the Wisconsin Tuberculosis (TB) Dispensary Program. To participate in the Wisconsin TB Dispensary Program, the LTHD must agree to provide a financial assessment for each patient, identify populations that are at risk for tuberculosis within their jurisdiction, provide documentation of services provided or arranged and patient results, and provide or assure clinical assessments, diagnostic and follow-up testing and patient management as described in Table 1.

Financial Assessment

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the services billed to the health department will be reimbursed at the Medicaid (MA) rate.

Determining dispensary eligibility for all TB patients



**ATTACHMENT B
Wisconsin TB Dispensary Program**

Not Covered by the Wisconsin TB Dispensary Program

- **Persons with Private or Public Insurance**
All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued.
- **Hospitalizations**
The TB Dispensary **cannot** pay for any hospitalizations. This includes emergency room and urgent care visits. If the patient is eligible for TB dispensary services, coverage will begin **after** discharge from hospital. Hospital costs are billed to the patient, the patient's insurance, or the facility absorbs the cost. If considering the patient for dispensary covered services, assess the patient for health insurance and dispensary eligibility, as outlined above, before patient is discharged.
- **Employee, Admission or Incarceration Testing**
Dispensary funds are **not applicable** for TB screening or testing done for employment, school, residential admittance, or incarceration. Facilities or persons requiring TB tests are obligated to bear the cost of those screenings.
- **TB Class B Status Refugees**
Refugees receive short-term health insurance called Refugee Medical Assistance (RMA) for the first eight months in the US. These individuals are not eligible for the Wisconsin TB Dispensary Program.

At-risk Persons

TB services are covered by the WTBP Dispensary for persons **at risk** of having TB infection or disease and insufficient, or no health insurance. Risk factors for TB infection in Wisconsin include the following:

- Birth, travel or residence in a country with high TB prevalence (includes any country other than the United States, Canada, Australia, New Zealand, or a country in western or northern Europe).
- Close contact to someone with infectious TB disease during lifetime, with priority to immune compromised individuals and children under the age of 5 years.
- Individuals with recent TB symptoms: persistent cough lasting three or more weeks and one or more of the following symptoms: coughing up blood, fever, chills, night sweats, unexplained weight loss or fatigue.
- Current or planned immunosuppression including receipt of an organ transplant, treatment with a TNF-alpha antagonist (e.g., infliximab, etanercept, or other), chronic steroids (equivalent of prednisone ≥ 15 mg/day for ≤ 1 month), or other immunosuppressive medication in combination with a risk for infection
- Individuals who are likely to be infected and HIV-positive.
- Those who have been referred to the LTHD after a positive TST or IGRA test, abnormal chest imaging consistent with TB disease or other medical condition(s) suggestive of active TB.

In addition to those listed above, individuals considered at "high risk" for TB within this jurisdiction include:

No additional high risk groups.

ATTACHMENT B

Wisconsin TB Dispensary Program

Documentation

Records of all TB services provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department dispensary. For reimbursement for TB-related medical services, local and Tribal health departments (LTHDs) shall use the TB Ordering and Billing Interface (TOBI).

The LTHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management. All patients covered by the dispensary must have a TB-related disease incident number in WEDSS associated with one of the following services:

- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class A or B
- Tuberculosis, Latent Infection
- Contact Investigations

Forms for Documentation of Treatment

The final results of TB or LTBI treatment should be documented so the patient and future health care providers have a permanent record of this treatment. Both WEDSS and the following forms can be used for documentation:

- [Active TB Disease Follow-up Report form \(F-02474\)](#)
- [Latent Tuberculosis Infection \(LTBI\) Follow-up Report \(F-44125\)](#)

Instructions for Documenting LTBI in WEDSS

Instructions for documenting LTBI in WEDSS can be found here: [P-02426: Documenting LTBI in WEDSS](#)

Clinical Assessments

All clients and patients referred or presenting themselves for TB services will be assessed according to LTHD policies, procedures and practices. Care provided, or arranged for, will be performed according to statutes, rules, guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

Agreements

The LTHD must have established agreements with providers for clinical services to ensure that proper MA billing practices are in place. Services provided or arranged by the LTHD should be documented in Table 1, below. Written agreements or a memorandum of understanding (MOU) are encouraged and should include the following:

- Providers understand and agree to provide services in a timely manner to patients with infectious TB, or those being evaluated for infectious TB using proper respiratory precautions.
- Providers understand and have agreed that they will be reimbursed at the MA rate.
- Providers understand and agree that services not listed on the service grid (*Attachment A*) must be pre-authorized by the WTBP Director or Nurse Consultant.
- Services provided without pre-authorization will not be reimbursed.

ATTACHMENT B
Wisconsin TB Dispensary Program

Table 1. Services Provided or Arranged by the LTHD

Type of services	Provider	Verbal or written
IGRA (interferon gamma release assay) testing or Tuberculin skin testing (TST)		
Risk assessment and medical evaluation by physician or nurse		
Provider will prescribe drugs for treatment of TB and LTBI		
Chest Imaging: Chest X-ray (CXR) or computerized tomography (CT) scan		
Sputum collection or induction for acid-fast bacilli smear and culture		
Venipunctures for IGRA or other laboratory testing		
Health care setting(s) that allow for evaluation and care of patients with potentially infectious TB, including airborne infection isolation rooms and respiratory precautions (for inpatient and outpatient settings).		
Directly Observed Therapy (DOT) for active tuberculosis disease and the isoniazid and rifapentine (3HP) regimen for latent TB infection. DOT includes patient education and symptom check for adverse drug reactions.		
TB contact investigations		
Optional - Other service (describe):		
Optional - Other service (describe):		
Optional - Other service (describe):		

ATTACHMENT C
Wisconsin Tuberculosis Dispensary Program
CPT Codes and Reimbursement Rates for Allowable Clinical Services,
Targeted Case Management (TCM) and Nurse Service Codes, Fiscal year 2025

NOTE: Please see Attachment A for allowed number of services; any additional services require pre-authorization and are at the discretion of the WI TB Program for reimbursement. TB Program rates may change subject to Medicaid rates throughout the year.

Service code	Service	Dispensary definitions for billing <i>(May not apply to MA billing)</i>	Charge
36415	Blood collection, venous by venipuncture	For IGRA, LFT, HIV, HA1C, serum creatinine, and uric acid	\$3.88
71046	X-Ray Exam, Chest, 2 Views (use code series 71045 for one view X-Ray)	Imaging and interpretation; the CDC and WI TB program recommend a two-view X-Ray (rather than a one-view X-Ray) for proper diagnostic purposes	\$23.52
71046-PC	X-Ray Exam, Chest, 2 Views - interpretation only	Professional interpretation only	\$8.53
71046-TC	X-Ray Exam, Chest, 2 Views - technical only	Imaging only	\$14.98
71270	Chest CT scan	Includes with and w/o dye (71270-TC & 71270-PC also available)	\$329.48
76497	CT Scan CAD add on	Allowable in conjunction with CT scan only	\$22.59
85025	Complete CBC with automated differential	Does not include blood draw	\$7.77
80076	Hepatic function panel	Use this code if requesting any amount more than one liver function test	\$8.17
84450**	AST	Part of "Liver Function" test - does not include blood draw	\$5.18
84460**	ALT	Part of "Liver Function" test - does not include blood draw	\$5.30
82247	Total bilirubin	Part of "Liver Function" test - does not include blood draw	\$5.02
82565	Serum creatinine	Does not include blood draw	\$5.12
84550	Uric acid	Does not include blood draw	\$4.52
83036	HA1C (Glycosylated Hemoglobin Test)	Does not include blood draw	\$9.71
86480	IGRA: Quantiferon™	Does not include blood draw	\$61.98
86481	IGRA: T-Spot™ (through Oxford Lab)	Does not include blood draw	\$87.22
86580	TB skin test	Placement and reading = one service	\$6.13
86703**	HIV-1 AND HIV-2 1 result antibody assay	Does not include blood draw	\$13.71
89220	Sputum induction, with aerosol		\$14.40
TB101	Sputum obtained in home or clinic by staff	Weekday drop-off/pick-up = one service Drop-off Friday/pick-up Monday = one service	\$10.82
43755*	Gastric aspirate	For children, pre-authorization is required for adults	\$37.30
99202	Office visit with MD, new patient (99203 & 204 also Available)	Office OP new SF 15-29 min	\$43.52
99203	Office visit with MD, new patient (99202 & 204 also Available)	Office OP new LOW 30-44 min	\$66.93
99204	Office visit with MD, new patient (99202 & 203 also available)	Diagnostic TB evaluation with provider	\$99.86
99212	Office visit with MD, established patient (99213 & 214 also available)	Office OP EST SD 10-19 min	\$34.00
99213	Office visit with MD, established patient (99212 & 214 also available)	Office OP EST LOW 20-29 min	\$54.39
99214	Office visit with MD, established patient (99212 & 213 also available)	For follow-up visit with provider after initial TB evaluation appointment	\$77.00
84311*	Adenosine deaminase	Pre-authorization is required unless pleural TB is diagnosed	\$8.10
62270*	CSF	Pre-authorization is required <i>unless</i> TB meningitis is suspected	\$53.36

Continued on page 2.

Public health nurse services limited to 60 minutes per day cumulative			
T1017	Targeted case management – T1017-15 (use for VDOT also-15 min only)	Targeted Case Management has replaced directly observed therapy (DOT) and video DOT (15 min only): TCM/VTCM includes observing patient while they are taking their medication(s), patient education and symptom check for adverse drug reactions. Must be performed by RN or trained TCM worker who is health department employee.	\$11.98
	Targeted case management - T1017-30		\$23.96
	Targeted case management - T1017-45		\$35.94
	Targeted case management - T1017-60		\$47.92
S9445***	Patient education/anticipatory guidance - S9445-15	Visits to encourage adherence, talk about TB disease or LTBI, diagnostic testing, treatment options, benefits of adherence to treatment and/or follow-up care. May not be combined with TCM code.	\$9.48
	Patient education/anticipatory guidance - S9445-30		\$18.97
	Patient education/anticipatory guidance - S9445-45		\$28.46
	Patient education/anticipatory guidance - S9445-60		\$37.95
T-0001***	Travel for TCM 45 min- T0001-45	Travel time (round trip) ≥ 45 minutes for the purpose of TCM	\$28.20
	Travel for TCM 60 min- T0001-60		\$37.60

*Pre-authorization must be obtained from the Wisconsin TB Program for any services to be reimbursed, unless otherwise noted.

**Whenever possible, use the fee-exempt testing done by the Wisconsin State Laboratory of Hygiene (WSLH). Testing done other than at the WSLH will be covered at the MA-allowable rate.

***Please see Attachment A for further guidance on use of TCM (T1017) Patient education/anticipatory guidance (S9445), and Travel for TCM (T-0001) codes

Use of Targeted Case Management (TCM) and Nurse Service Codes for the Wisconsin TB Dispensary Program

The bullets below represent general guidance. Exceptions can be made in unique situations using the preauthorization process.

General

- TCM services intrinsically include patient education, anticipatory guidance and symptom/treatment monitoring, as well as directly observed therapy (DOT) services. Therefore, the “Targeted Case Management (T1017)” service code should not be billed concurrently with the “Patient education/Anticipatory guidance (S9445)” code.
- **Video DOT:** Please use the “Targeted Case Management (T1017)” service code for video DOT (VDOT). VDOT should be billed for no longer than 15 minutes per appointment.
- Please bill no more than 30 minutes for TCM performed in your clinic or office (i.e., patients come to your office or clinic to receive TB/LTBI medications by TCM).
- For home visits, only 60 minutes of services (i.e., TCM, patient education/anticipatory guidance) may be billed per patient per day. The 60-minute cap does not include travel time, see below for travel code (T-0001) information.
- As in previous years, service codes for “Targeted Case Management” and “Patient education/Anticipatory guidance (S9445)” should not be billed together on the same day.
- Service codes T1017 and S9445 should not be billed for venipuncture services. Please use service code: 36415 (Blood collection, venous by venipuncture).

LHD Travel for TCM

- A new service code “Travel for TCM (T0001)” has been created for travel time ≥ 45 minutes (e.g., time in your car) associated with TCM and nurse services. This code is meant to be used in combination with the TCM, and Patient education/Anticipatory guidance codes. Reimbursed rates are shown below:

Service Code	Amount of travel time (round trip)	Reimbursement rate
DOT T0001-45	45	\$28.20
DOT T0001-60	60	\$37.60

- Bill for time spent on TCM and Patient education/Anticipatory guidance separate from time spent for travel.
- The travel service code (T0001) is intended for travel time (e.g., driving) of ≥45 minutes, round trip. Travel time of less than 45 minutes is not reimbursable.



ATTACHMENT D
Wisconsin TB Dispensary Program
Tuberculosis (TB) Pharmacy Services Plan
FY2025
De Pere Department of Public Health

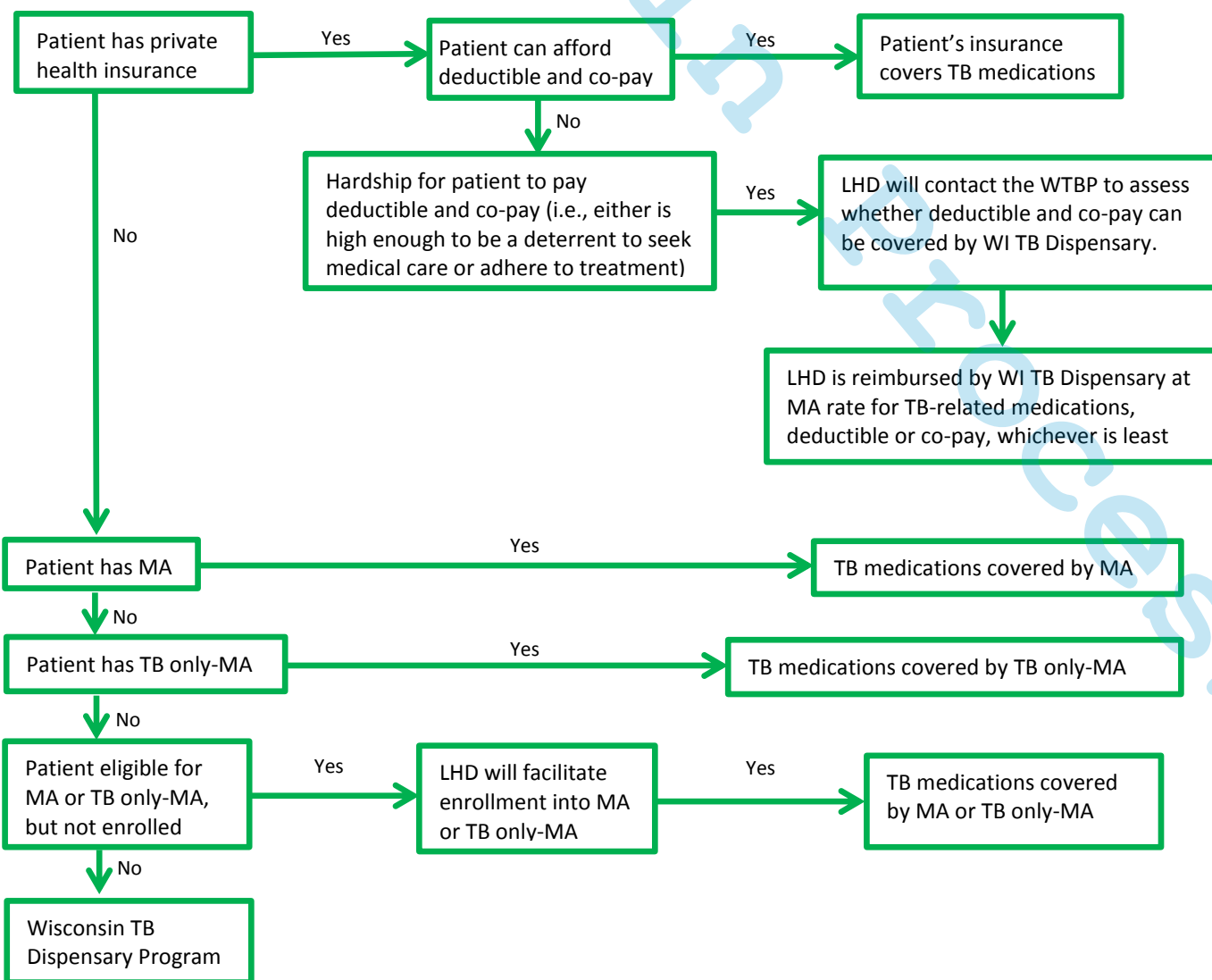
Purpose

If the LHD is not using the Wisconsin TB Dispensary default pharmacy, the LHD will pay for pharmacy services up front. The LHD must complete this Pharmacy Services Plan annually to be reimbursed for TB-related medications. To participate in the Wisconsin TB Dispensary Program, the local health department (LHD) must agree to provide a financial assessment for each patient. LHDs must make agreements with pharmacies for provision of medications for treatment of TB and latent tuberculosis infection (LTBI) described in Table 1.

Financial Assessment

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the medications billed to the health department will be reimbursed at the Medicaid (MA) rate.

Determining Wisconsin TB Dispensary Program Eligibility for Patients



ATTACHMENT D
Wisconsin TB Dispensary Program

Covered Medications

The Wisconsin TB Dispensary covers the following antituberculosis medications:

- Isoniazid
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Pyrazinamide
- Ethambutol (Myambutol)
- Rifater and Rifamate® (combination)

The following second line antituberculosis drugs for drug-resistant tuberculosis are also covered:

- Amikacin
- Capreomycin (Capastat®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprene)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)
- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Rifabutin
- Streptomycin
- Bedaquiline (Sirturo®)
- Pretomanid

Custom compound prescription drugs, including pediatric formulations, are also covered.

Dispensing and shipping fees are also covered.

Under special circumstances, payment authorization is occasionally given for medications not listed above. Such authorization must be obtained in advance from the WTBP.

The following medications may also be covered **with prior authorization** from the WTBP:

- Anti-nausea prescription medications while taking TB medications.
- Vitamin B6 (pyridoxine) when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months, 600 IU (15 mcg) for children and adults.
- Nutritional supplements such as Ensure®.

Ordering, Receiving and Billing for Medications

- Requests for medication may be placed using the Tuberculosis Disease Initial Request for Medication ([F-44000](#)), Tuberculosis Infection Initial Request for Medication ([F-00905](#)), or Medication Refill Request ([F-44126](#)) forms. These forms are available on the WTBP website. Upload the completed form to WEDSS or fax the form to WTBP.
- Instructions for ordering medications for active TB disease or LTBI can be found here:
 - [Ordering Active Tuberculosis Medications through the Wisconsin TB Dispensary Program](#) (P-02404A)

ATTACHMENT D

Wisconsin TB Dispensary Program

- [Ordering Latent Tuberculosis Infection Medications through the Wisconsin TB Dispensary Program \(P-02404\)](#)
- The pharmacy must fill with generic medications if available.
 - The exception is if the brand-name medication is less expensive than the generic.
 - If the least expensive medication option is not currently available, the pharmacy may fill a maximum 30-day supply using the more expensive option.
- The pharmacy must deliver medications to the LHDs or health care provider, not directly to the patient.
- The pharmacy must bill any prescription insurance first. The WI TB Dispensary Program will then cover any out-of-pocket costs, up to the Medicaid rate for that drug.
- The pharmacy must bill the LHDs for TB-related drugs at the Medicaid rate.

Information about Medications (for patients)

Drug information and instructions for patients will accompany any medications from Aurora Pharmacy. This information is available in English (default), Spanish and other languages. Please inquire at WTBP if your patient needs drug information in a language other than English.

Documentation

Records of all TB medications provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department. For reimbursement for TB-related medications, LHDs shall use the TB Ordering and Billing Interface (TOBI).

All patients covered by the WI TB Dispensary Program must have a TB-related incident number in WEDSS associated with one of the following services:

- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class A or B
- Tuberculosis, Latent Infection
- Contact Investigations

Forms for Documentation of Treatment

The final results of TB or LTBI treatment should be documented so the patient and future health care providers have a permanent record of this treatment. Both WEDSS and the following forms can be used for documentation:

- [Active TB Disease Follow-up Report form \(F-02474\)](#)
- [Latent Tuberculosis Infection \(LTBI\) Follow-up Report \(F-44125\)](#)

Instructions for Documenting LTBI in WEDSS

Instructions for documenting LTBI in WEDSS can be found here: [P-02426: Documenting LTBI in WEDSS](#)

Provision of Medications for the treatment of active TB or latent TB infection (LTBI)

The pharmacy will dispense TB-related medications to clinics or local health departments (LHDs) as authorized by the WTBP. Treatment regimens and administration of drugs will follow guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

Agreements with Pharmacies other than the default Wisconsin TB Dispensary Program Pharmacy

The LHD understands that they will pay for pharmacy services up front. The LHD must have established agreements with pharmacies to ensure that proper MA billing practices are in place. Written agreements or a memorandum of understanding (MOU) are encouraged and should include the following:

- Pharmacies understand and have agreed that they will bill the LHD and be reimbursed at the MA rate.
- Pharmacies and providers understand and agree that all medications that will ultimately be paid for by the WI TB

ATTACHMENT D
Wisconsin TB Dispensary Program

Dispensary Program (see Attachment E) must be approved by WTBP.

- Medications provided without approval from WTBP will not be reimbursed.

Table 1.

Type of services	Provider	Verbal or written agreement
Provision, dispensing, and delivery of medications for the treatment of active TB disease		
Provision, dispensing, and delivery of medications for the treatment of latent TB infection (LTBI)		

ATTACHMENT E

Wisconsin Tuberculosis Dispensary Program

NDC Numbers and reimbursement rates for TB medications for Fiscal year 2025

NDC Number	Description	Package Quantity		Maximum Reimbursement Rate*
16714004112	Allopurinol 100 mg tablet	1000		\$50.00
54879000201	Ethambutol HCL 400 mg tablet	100		\$57.58
00555006602	Isoniazid 100 mg tablet	100		\$11.46
00555007101	Isoniazid 300 mg tablet	30		\$6.21
00555007102	Isoniazid 300 mg tablet	100		\$20.71
50458092550	Levaquin 500 mg tablet (no Medicaid rate)	50		\$285.40
50458093020	Levaquin 750 mg tablet (no Medicaid rate)	20		\$180.99
55111028050	Levofloxacin 500 mg tablet	50		\$8.96
65862053820	Levofloxacin 750 mg tablet	20		\$6.41
67877041920	Linezolid 600 mg tablet	20		\$38.32
24979004113	Megestrol 625 MG/5 ML suspension	150		\$140.89
00093220401	Metoclopramide 5 mg tablet	100		\$3.67
00093220301	Metoclopramide 10 mg tablet	1000		\$50.91
65862060330	Moxifloxacin HCL 400 mg tablet	30		\$58.33
68850001201	Myambutol (Ethambutol) 400 mg tablet	100		\$50.88
00013530117	Mycobutin 150 mg capsule	100		\$1,945.44
60505006500	Omeprazole DR 20 mg capsule	30		\$0.91
68462015713	Ondansetron ODT 4 mg tablet	30		\$2.02
49938010704	PASER granules 4 gm packet	30		\$220.00
00087040203	Poly-vi-sol drops	50		\$9.31
00054474225	Prednisone 2.5 mg tablet	100		\$8.63
00088210224	Priftin (rifapentine) 150 mg tablet	24		\$111.33
70954048410	Pyrazinamide 500 mg tablet	90		\$406.70
59762135001	Rifabutin 150 mg capsule	100		\$1027.09
00068051030	Rifadin (rifampin) 150 mg capsule (no Medicaid rate)	30		\$111.44
00068050860	Rifadin (rifampin) 300 mg capsule (no Medicaid rate)	60		\$300.00
00068059701	Rifadin IV 600 mg vial	1		\$178.56
00068050960	Rifamate® (rifampin + isoniazid) capsule (no Medicaid rate)	60		\$342.00
00527139301	Rifampin 150 mg capsule	100		\$82.46
61748001530	Rifampin 150 mg capsule	30		\$21.75
00527131501	Rifampin 300 mg capsule	100		\$69.31
00527131530	Rifampin 300 mg capsule	30		\$20.79
00185079960	Rifampin 300 mg capsule	60		\$41.59
00088057641	Rifater® (rifampin + isoniazid + pyrazinamide) tablet (no Medicaid rate)	60		\$256.00
00904053061	Tab-A-Vite tablet	100		\$3.09
00008411701	Treacator 250 mg tablet	100		\$560.51

ATTACHMENT E

Wisconsin Tuberculosis Drug Reimbursement Program

*** This list is not comprehensive. Multiple manufacturers make each of these drugs. Only one example is listed for each dosage. Medication rates are subject to change; please verify on the Forward Health website prior to billing.**

The Wisconsin TB Dispensary Program's first line of anti-tuberculosis medications are as follows:

- Ethambutol (Myambutol)
- Isoniazid
- Pyrazinamide
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Rifater and Rifamate® (combination)

The following are second-line anti-tuberculosis drugs:

- Amikacin
- Allopurinol
- Bedaquiline (Sirturo®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprene)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)
- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Pretomanid
- Streptomycin

Also covered by the Wisconsin TB Dispensary Program:

- Custom compound prescription drugs, including pediatric formulations
- Dispensing and shipping fees

Medications Requiring Pre-Authorization

Under special circumstances, payment authorization may be given for medications not listed above. Such authorization must be obtained in advance from the Wisconsin TB Program. The following medications may be covered with prior authorization from the Wisconsin TB Program:

- Anti-nausea prescription medications (while taking active TB medications).
- Vitamin B6 (pyridoxine), when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months or 600 IU (15 mcg) for children and adults; **only** upon recommendation from the TB Program
- Nutritional supplement such as Ensure®; **only** upon recommendation from the TB Program.



ATTACHMENT F

Wisconsin Tuberculosis Dispensary Program Policy and Procedures

Introduction

The primary purpose of the Wisconsin Tuberculosis (TB) Dispensary is to ensure that all persons in Wisconsin with suspected or confirmed tuberculosis infection or disease can receive appropriate evaluation, treatment, and monitoring, regardless of insurance availability.

Wisconsin's TB Dispensary uses state tax revenue funds to reimburse local and Tribal health departments (LTHDs) for medical management of patients with active TB, patients being evaluated for TB, patients with latent TB infection (LTBI), and patients exposed to TB. The word "dispensary," as it is used here, is a legislative term referring to the mechanism by which LTHDs are reimbursed for the management of TB patients. The traditional use of the word (i.e., the pharmaceutical dispensing of medicines or medical supplies) does not apply. Wisconsin's TB Dispensary includes reimbursement for clinical services and medications necessary for the diagnosis, treatment, and prevention of TB.

Wisconsin's TB Dispensary must be the LAST payer after all other potential sources have been billed. The payer order is:

- Private insurance
- Public insurance: Medicare, Medicaid (MA), Refugee MA, and Tuberculosis Related Medicaid (known as TB Only MA)
- Wisconsin TB Dispensary

Policy

LTHDs or combinations of two or more health departments that are "in good standing," as determined by their overall health department review process under Wis. Admin. Code § DHS 140, may request certification as a dispensary for TB clinical services and/or TB pharmacy services. This will enable the LTHD to submit bills and to be reimbursed for specific procedures and/or medications for eligible persons with TB disease, LTBI, or persons being evaluated for TB disease or LTBI.

The Wisconsin Tuberculosis Program (WTBP) will provide consultation, guidance, and review of LTHD TB programs, policies, procedures, and clinical practices to ensure that they are in compliance with Wisconsin statutes, administrative codes and established standards of practice, particularly those outlined in Wis. Stat. § 252.10: <http://docs.legis.wi.gov/statutes/statutes/252/10/1>.

To participate in the Wisconsin TB Dispensary, LTHDs must ensure that all services provided, or arranged for, are consistent with the Centers for Disease Control and Prevention (CDC) and WTBP guidelines and clinical standards of practice for TB control and elimination. LTHDs must ensure these services are provided in keeping with goals for the elimination of TB in Wisconsin. **If such guidelines or standards of practice are not followed, dispensary funds may be withheld, suspended, or revoked per Wis. Admin. Code § DHS 145.12 (1):**

https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12.

One service for which the Wisconsin TB Dispensary was particularly developed is to ensure that directly observed therapy (DOT) is provided as appropriate for all persons with active TB disease or LTBI, as recommended by the WTBP and national guidelines. The availability of reimbursement to LTHDs for DOT is meant to ensure that this service will be provided as recommended.

To participate in the Wisconsin TB Dispensary, the LTHD must create and submit clinical and/or pharmacy services plan(s), as well as sign the annual contract. The contract with WTBP enables the LTHD to bill the WTBP for covered TB-related clinical services and TB-related medications. TB clinical services and medications are specific and limited by Wis. Admin. Code § DHS 145.12 (1):

https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12.

As determined by Wisconsin Administrative Code, services and medications are reimbursed at the MA rate; however, the Wisconsin TB Dispensary is not an MA program. Reimbursable services and medications are listed in *Attachments A, C, and E*.

Procedure

Initial Request

LTHDs are encouraged to participate in the Wisconsin TB Dispensary. LTHDs have the option of participating in the Wisconsin TB Dispensary by providing clinical services, pharmacy services, or both.

The following conditions must be met to participate:

- The LTHD must be “in good standing” in relation to the latest public health department review.
- The LTHD must have established agreements with providers (for clinical services) and/or pharmacies (for pharmacy services) to ensure that there are proper MA billing practices in place.
- It is the responsibility of the LTHD to evaluate patients’ health insurance status to determine if they have private insurance or qualify for MA or TB Only MA , as well as to assist a qualifying TB patient in applying for MA services. Local economic assistance agencies are most knowledgeable about qualification for and enrollment in state and federal health care programs. **The WTBP is not able to check eligibility or enroll patients.**
- The LTHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management.
- For reimbursement to LTHDs for TB-related medical services and/or medications, LTHDs shall use the TB Ordering and Billing Interface (TOBI).

Information

The WTBP will provide information to LTHDs interested in participating in the Wisconsin TB Dispensary.

Information provided shall include:

- Wis. Admin. Code §§ DHS 145.12 and 145.13:
https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/
- Allowable clinical services and medications
- Clinical and/or pharmacy services plans
- Department of Health Services (DHS) general contract
- Billing instructions for reimbursement

Consultation and Review

LTHDs that participate in the Wisconsin TB Dispensary will coordinate services with local providers, educate the community on the prevention of tuberculosis, and consult with the WTBP on all persons being evaluated for TB, patients with active TB disease, and, as warranted, on people with LTBI or who are contacts to an active case.

WTBP review will ensure that the health department has up-to-date resources readily available for staff’s access, and that policy, procedures, and clinical practices are consistent with:

- State and federal regulatory requirements
- CDC standards and protocols for treatment
- Official statements from the American Thoracic Society and the American Academy of Pediatrics
- Directives from the State of Wisconsin epidemiologist
- WTBP Guidelines, Division of Public Health Directives, and current established clinical standards of practice, especially those identified by DHS 145.12
https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12

Required for Participation in the Wisconsin TB Dispensary

To participate in the Wisconsin TB Dispensary, Wis. Admin. Code § DHS 145.12 requires that the LTHD be able to provide or ensure provision of clinical services (see Attachment B) and pharmacy services (see Attachment D). All provisions will be reviewed and the delivery of TB services will be monitored by WTBP staff.

Clinical Services Plan (CSP)

A CSP ensures the provision for tuberculosis prevention and control at the local level. The LTHD should focus on identification of active TB disease in high-risk groups and early identification and treatment of LTBI, particularly close and high-risk contacts, children, and any person who is immunosuppressed. The plan consists of five elements:

1. Financial assessment (see CSP template, *Attachment B* for eligibility determination guidance)
 - Private insurance
 - Medicaid or Medicare
 - TB Only MA
2. Identification of high-risk persons
 - Population or medical risk factors
 - Risk specific to Wisconsin
 - Risk specific to the LTHD jurisdiction
3. Documentation of patient management in WEDSS
 - Services provided by LTHD
 - Services provided by health care provider
4. Clinical Assessments and Services
 - IGRA (preferred) or TST
 - Risk assessment and medical evaluation
 - Prescription of drugs for treatment of TB and LTBI
 - Chest imaging: chest X-ray (CXR) or computed tomography (CT)
 - Sputum collection or induction for acid-fast bacilli smear and culture
 - Venipuncture for IGRA or other laboratory testing
 - Health care setting with airborne infection isolation and respiratory precautions
 - Directly observed therapy
 - Contact investigations
5. Provider Agreements
 - Written (preferred) or verbal agreement(s) with local provider(s)
 - Types of services that the provider will offer
 - Provider acceptance of MA rate for reimbursement

A CSP should be submitted annually with the contract. A CSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. If there are no changes in services, the fiscal year notation on the first page of the CSP should be updated to match the contract, and both the CSP and contract submitted to the WTBP. Because the contract consists largely of general contract language, the CSP must specifically identify the providers with whom the LTHD has agreements for the patient services to be provided. A template of the CSP can be found in *Attachment B* and may be customized for an individual LTHD.

Pharmacy Services Plan (PSP)

A PSP ensures treatment of active TB disease and LTBI. The plan consists of four elements:

1. Provision of medications for the treatment of active TB disease or LTBI (see PSP template, *Attachment D*).
2. Financial assessment (see PSP template, *Attachment D*) for eligibility determination guidance
 - Private insurance
 - Medicaid or Medicare
 - TB Only MA
3. Documentation of patient management in WEDSS

- Date therapy started
 - Initial drug regimen
 - Changes in drug regimen
 - Date therapy stopped
 - Reason therapy stopped
 - DOT
4. Provider Agreements
- Written agreement(s) with pharmacy
 - Types of services that the pharmacy will offer
 - Pharmacy acceptance of MA rate for reimbursement

A PSP should be submitted annually with the contract. A PSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. If there are no changes in services, the fiscal year notation on the first page of the PSP should be updated to match the contract, and both the PSP and contract submitted to the WTBP. Because the contract consists largely of general contract language, the PSP must specifically identify the pharmacies with whom the LTHD has agreements for the patient services to be provided. A template of the PSP can be found in *Attachment D* and may be customized for individual LTHDs.

Budget

WTBP will provide a sum sufficient to cover expenses for identification, treatment and management of active TB disease and LTBI. Each fiscal year begins on July 1 and ends on June 30. All reimbursements from the Wisconsin TB Dispensary are based on the availability of state tax revenue funds.

Contract

State contracts are sent electronically through the DocuSign platform. Upon receipt and review of the contract by the appropriate LTHD authorities, the contract should be signed electronically and returned via DocuSign. Attachment B must be completed and returned within DocuSign, completion of Attachment D is optional. The contract will be signed by the State of Wisconsin Division of Public Health Administrator. An electronic copy of the signed contract will be sent to the LTHD and the WI TB Program. The contract is effective from July 1 through June 30 for the given fiscal year and governs the provision and reimbursement of dispensary services. A renewal contract will be emailed to the LTHD each spring.

Questions about the contract or CSP should be directed to:

Wisconsin TB Program
1 West Wilson Street, Room 255
Madison, Wisconsin 53703
608-261-6319 (Main Office)
608-266-9692 (Billing)
608-266-0049 (Fax)

DHSWITBProgram@dhs.wisconsin.gov (Email)

Certification Review

Certifications will be reviewed at least every five years and will be achieved through evidence from continuing Wis. Admin. Code § DHS 140 reviews and continued monitoring of care delivered to all TB patients. Communication between the health department and the WTBP will be ongoing regarding clinical care.

Reimbursement

All patients covered by the Wisconsin TB Dispensary must have a TB-related disease incident number in WEDSS. Invoices must be submitted within 60 days of the end of the state fiscal year (June 30) to assure reimbursement. Reimbursement is at the MA rate. A grid outlining the frequency of services allowed by type of patient can be found in *Attachment A*. A list of CPT codes and reimbursement rates for services and medications can be found in *Attachments C and E*, please note that these rates are subject to change at any time. Certain non-routine services may be reimbursable at the MA rate, but **must be preauthorized** by the Wisconsin TB Program and documented in the patient's WEDSS file.

Invoicing Using the TB Ordering and Billing Interface (TOBI)

The following are needed to enter invoicing information into TOBI:

- Patient name
- Patient WEDSS Incident ID

For medical services:

- Date of service
- Service code and description
- Amount billed

For medications:

- Date prescription filled
- National Drug Code (NDC) and description
- Quantity and prescription Number
- Amount billed

Services and medications not listed on *Attachment C or E* are considered non-routine and must be preauthorized. A fillable form to request preauthorization for clinical services is provided electronically in TOBI. All Initial Requests for Medication are reviewed and authorized by a TB Nurse Consultant prior to submittal to the pharmacy. Unauthorized medication will not be reimbursed.

For questions regarding the billing process, contact:

Wisconsin TB Program
1 West Wilson Street, Room 255
Madison, Wisconsin 53703
608-261-6319 (Main Office)
608-266-9692 (Billing)
608-266-0049 (Fax)

DHSWITBProgram@dhs.wisconsin.gov (Email)

ATTACHMENT G

Wisconsin TB Dispensary Program

Payment Details FY2025

Invoicing

Invoices presented for payment must be submitted in accordance with instructions contained in Attachments A - F and submitted through the Tuberculosis Ordering and Billing Interface (TOBI).

Sum Sufficient

DHS will pay for services provided by Grantee in accordance with the terms and conditions of this Agreement and Attachments in a sum sufficient to cover approved expenses based on case load and available funding. The amount of funding available is anticipated to be similar to the amount awarded in FY2024. This amount is contingent upon receipt of sufficient funds by DHS.



DEPARTMENT OF HEALTH SERVICES
 Division of Enterprise Services
 F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application	Date Signed
--	-------------

For (Name of Vendor)	Unique Entity Identifier (UEI), <i>if applicable</i>
----------------------	--

INTERNAL USE ONLY

Contract #:

Contract Description:

The Office/Division of _____ has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date _____ the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

SIGNATURE – Contract Administrator	Date Signed
---	-------------

Certificate Of Completion

Envelope Id: D1B1013030BF431A828EA35E85664E2D

Status: Sent

Subject: DHS - TB Dispensary - 435100-G25-TBDISPENSE-16 - De Pere, City of

Source Envelope:

Document Pages: 39

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 0

Matt Christensen

AutoNav: Enabled

1 West Wilson St.

Envelopeld Stamping: Enabled

Madison, WI 53703

Time Zone: (UTC-06:00) Central Time (US & Canada)

Matthew.Christensen@dhs.wisconsin.gov

IP Address: 165.189.255.23

Record Tracking

Status: Original

Holder: Matt Christensen

Location: DocuSign

6/3/2024 2:41:01 PM

Matthew.Christensen@dhs.wisconsin.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: DHS

Location: DocuSign

Signer Events

Cody Wagner

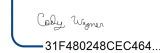
CodyW.Wagner@dhs.wisconsin.gov

Office of Legal Counsel

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

 Cody Wagner
31F480248CEC464...

Signature Adoption: Uploaded Signature Image

Using IP Address: 165.189.255.23

Timestamp

Sent: 6/3/2024 2:41:23 PM

Viewed: 6/4/2024 4:12:46 PM

Signed: 6/4/2024 4:19:24 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chrystal Woller

cwoller@deperewi.gov

Health Officer/Health Department Director

Security Level: Email, Account Authentication
(None)

Sent: 6/4/2024 4:19:36 PM

Viewed: 6/5/2024 7:43:49 AM

Electronic Record and Signature Disclosure:

Accepted: 6/5/2024 7:43:49 AM

ID: 982a0e18-7b60-48dc-8a6d-b0c967f02213

Anna Benton

anna.benton@dhs.wisconsin.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/4/2024 1:53:55 PM

ID: 08009df3-0b78-4a48-bfba-31db18445262

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events

Status

Timestamp

435100-G25-TBDISPENSE-16

Test@dhs.wi.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 6/3/2024 2:41:19 PM

De Pere, City of

Test@dhs.wi.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 6/3/2024 2:41:21 PM

Pat Heger

patricia.heger@dhs.wisconsin.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/5/2023 2:53:27 PM

ID: 43fbd7de-b2ed-4b35-a320-54190dd784b7

COPIED

Sent: 6/3/2024 2:41:25 PM

DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 6/3/2024 2:41:26 PM

-

Test@dhs.wi.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 6/4/2024 4:19:30 PM

Sara Lornson

slornson@deperewi.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 6/4/2024 4:19:31 PM

Kelly Burke

kburke@mail.de-pere.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 6/4/2024 4:19:32 PM

-

Test@dhs.wi.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 6/4/2024 4:19:33 PM

-

Test@dhs.wi.gov

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/4/2024 4:19:35 PM

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	6/3/2024 2:41:19 PM
---------------	------------------	---------------------

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

COPIES IN PROCESS

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Consideration and possible action on the HSHS EpicCare Access Agreement*

ATTACHMENTS:

- Memo_HSHS EpicCare Access (DOCX)
- HSHS-EpicCare-Link-Site-Level-Agreement-1-23 (PDF)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Consideration and possible approval of the HSHS EpicCare Access Agreement

The department continues to seek and improve efficiencies with daily tasks. This agreement will be a catalyst to improve time spent on accessing pertinent medical information to conduct statute required public health interventions. Historically, the health department requested and received this information through medical records requests and faxed documentation which is time consuming. This new opportunity will allow public health to access public health information only through a secure health system portal. If approved, this will be forwarded to City Council for consideration.

EPICCARE LINK SITE LEVEL AGREEMENT

This **EPICCARE LINK SITE LEVEL AGREEMENT** (“**Agreement**”) is entered into by and between Hospital Sisters Health System on its own behalf and on behalf of all its affiliated hospitals and entities (“**HSHS**”) and [REDACTED] (“**Participant**”) (each individually a “**Party**” and collectively the “**Parties**”). This Agreement shall be effective as of the date on which the last of the Parties has executed this Agreement (“**Effective Date**”).

RECITALS

WHEREAS, HSHS has implemented a community-wide health record system utilizing Epic System Corporation's Epic Care software (“**Health Record**”);

WHEREAS, HSHS wishes to make the Health Record available to all providers throughout the community to improve overall health in the community;

WHEREAS, HSHS has implemented or is implementing the EpicCare Link software (“**EpicCare Link**”) and EpicCare Everywhere software to permit portal access and interfacing with the Health Record by providers in the community; and

WHEREAS, HSHS is providing EpicCare Link access to Participants subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations and covenants of the Parties, the Parties hereby agree as follows:

1. Access.

- 1.1 EpicCare Link. HSHS shall provide Participant access to EpicCare Link in order to permit Participant and its users to electronically access the Health Record pursuant to the terms and conditions of this Agreement. Participant shall provide to HSHS and/or Epic all information reasonably requested and necessary for HSHS to provide access by Participant to EpicCare Link.
- 1.2 Participant Technology Obligations. Participant shall obtain and maintain connectivity and network configuration and required hardware and equipment (collectively, the “**Configuration**”) in accordance with specifications provided by HSHS and/or Epic and shall update the Configuration as required in the event of upgrades to EpicCare Link. Participant shall ensure that its Users (as defined in Section 2.1) access EpicCare Link and the Health Record remotely through equipment owned or leased by Participant.
- 1.3 Use of Health Record. The use of the Health Record by Participants and Users (as defined in Section 2.1) pursuant to this Agreement shall be solely for the purpose of Treatment of and Payment for patients of the Participant. For purposes of this Agreement, the terms “**Treatment**” and “**Payment**” shall have the meanings ascribed to them in the Health Insurance and Portability and Accountability Act of 1996 and its implementing regulations (“**HIPAA**”). Participant acknowledges and agrees that it is participating in the Health Record and as such, any records maintained by Participant in the Health Record may be accessible by other participants.

- 1.4 Access to Data. Subject to the terms and conditions of this Agreement and applicable law, HSHS hereby grants to Participant a limited, nonexclusive, non-transferable right for Users to access and use EpicCare Link and the Health Record (the “**Access**”).

2. **Participant Responsibilities.**

- 2.1 User Management. Participant may allow Access to its employees, agents, medical staff, other health care providers, and other support staff employed or otherwise retained by Participant who have a need for Access in providing services for or at Participant (“**Users**”) and who have accepted the EpicCare Link User Terms and Conditions, as may be amended from time to time by HSHS. Participant shall provide such access in accordance with any agreed upon procedures for granting Access to Users. HSHS shall retain final authority with respect to the granting of Access to Users. Participant shall require that all User Access is in accordance with written reference manuals, training materials, and procedures relating to Users’ Access (“**User Documentation**”) provided by HSHS (if any).
- 2.2 Access to Data, Participant, and Users. Upon HSHS’s reasonable request, Participant shall permit HSHS and Epic access to Participant’s books and records related to this Agreement during reasonable business hours and permit electronic audits, for legitimate purposes, including, without limitation, monitoring Participant’s compliance with the terms of this Agreement and to perform Epic’s or HSHS’s obligations hereunder. Specifically, but without limitation, HSHS may ask for, and Participant shall provide, copies of Participant’s records verifying treatment relationships and uses and/or disclosures of records for treatment purposes and in accordance with the terms of this Agreement.
- 2.3 Participation. Participant shall use EpicCare Link and Health Record consistent with EpicCare Link’s capabilities and the requirements of this Agreement. Such use shall include, without limitation, participation in applicable training programs provided by HSHS and/or Epic related to EpicCare Link.
- 2.4 Restrictions. Participant will not, and will not permit Users to, do any of the following:
- 2.4.1 Copy or duplicate, by any means, EpicCare Link or any part thereof;
 - 2.4.2 Reverse engineer, de-compile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying EpicCare Link or any part thereof;
 - 2.4.3 Modify, adapt, translate or create derivative works based on EpicCare Link or any part thereof;
 - 2.4.4 Remove, obscure or modify any markings or notice of other proprietary rights of Epic, third party vendors or Epic’s respective licensors from any media, user interfaces or documentation provided pursuant to this Agreement. To the extent applicable, Participant shall affix and maintain the copyright notice of Epic on all permitted backup or multiple use copies made of EpicCare Link or any portion thereof and shall not remove any proprietary notice of HSHS or Epic from any copy of EpicCare Link;

- 2.4.5 Cause or permit the use of EpicCare Link by any third party or permit any third party to take any action restricted in this Section 2.4 or otherwise restricted by this Agreement; or
- 2.4.6 Share or disclose usernames, passwords or any unique identifiers and information needed to access EpicCare Link and the EHR System Data.
- 2.5 Prohibition on Off-Shore Access. If Participant has employees, agents, medical staff, other health care providers, or other support staff employed or otherwise retained by Participant, located outside the United States, Participant will not disclose PHI (“**Protected Health Information**” as defined under HIPAA) to such employees, agents, medical staff, other health care providers, or other support staff employed or otherwise retained by Participant or otherwise allow any Users to access PHI outside of the United States, without first obtaining HSHS’s written permission.
- 2.6 Substance Abuse Disorder Records. If Participant or any of its employees, agents, medical staff, other health care providers, or other support staff employed or otherwise retained by Participant, receives, stores, processes, or otherwise deals with any Patient Identifying Information or Records (as those terms are defined in 42 C.F.R. Part 2), Participant shall be fully bound by the provisions of 42 C.F.R. Part 2 and shall undertake to resist in judicial proceedings any effort to obtain access to such Patient Identifying Information and Records, except as permitted by 42 C.F.R. Part 2. With respect to Patient Identifying Information and Records subject to 42 C.F.R Part 2, this Section shall control in the event of any conflict or inconsistency between this Section and any other term or condition of this Agreement.
- 2.7 Corrective Action. Participant shall take corrective action up to and including termination of employment and/or suspension of any employee who acts in violation of this Agreement and/or applicable regulatory requirements.

3. **Additional HSHS Responsibilities.**

- 3.1 Users. HSHS shall promptly create usernames, passwords, and/or any other authentication necessary to allow Access by Users designated by Participant. HSHS shall also promptly comply with requests by Participant to change Users’ access rights and promptly add or delete Users.
- 3.2 Audits and Reports. HSHS shall provide Participant audit information to Participant regarding its Users’ Access, use, and disclosure of EHR System Data and EpicCare Link. Participant will collaboratively work with HSHS Privacy Officer immediately upon discovery of any unauthorized access, use or disclosure of PHI.

4. **Warranty, Indemnity, and Liability Limitation.**

- 4.1 Hold Harmless. Participant agrees to provide liability protection for its officers, employees, and agents while acting within the scope of their employment. Participant further agrees to hold harmless HSHS from any and all liability, including but not limited to claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of Participant.

- 4.2 Indemnification. Participant shall indemnify and defend HSHS for and against any and all liability, including (but not limited to) claims, demands, penalties, losses, costs, damages, and expenses of every kind and description (including reasonable attorney’s fees and court costs), arising out of any violation of HIPAA or other federal or state confidentiality, privacy, or security laws, any Breach (as defined under HIPAA) and/or any Security Incident (as defined under HIPAA) caused (whether intentionally or otherwise) by Participant, any User, or Participant’s employees, agents or representatives. By way of example only, and without limiting the foregoing, if Participant, any User or any agent, employee or representative of Participant accesses information using the EpicCare Link for reasons other than Treatment or Payment or otherwise accesses information beyond the scope of Access authorized under this Agreement, Participant shall indemnify and defend HSHS as described above. Nothing in this Section 4.2 shall be construed to limit the obligation of Participant to pay for the costs of breach notification and mitigation as provided in Section 7.5 or pay for costs incurred by HSHS in seeking relief as provided Section 9.5. The obligations of Participant set forth in this Section 4.2 shall be in addition to the obligations of Participant set forth in Sections 7.5 and 9.5.
- 4.3 Disclaimer of Warranty. HSHS HAS NOT MADE, AND PARTICIPANT HAS NOT RECEIVED, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED.
- 4.4 Limitation of Liability. PARTICIPANT EXPRESSLY UNDERSTANDS AND AGREES THAT HSHS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES (EVEN IF HSHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR INABILITY TO USE EPIC CARE LINK OR THE HEALTH RECORD;
- (ii) PARTICIPANT’S OR USERS’ RELIANCE ON THE INFORMATION ON EPIC CARE LINK OR THE HEALTH RECORD; (iii) PARTICIPANT’S OR USERS’ FAILURE TO READ OR ACCESS EPIC CARE LINK OR THE HEALTH RECORD IN A TIMELY MANNER; (iv) THE INTERRUPTION, SUSPENSION, OR TERMINATION OF EPIC CARE LINK OR THE HEALTH RECORD; OR (v) ANY MATTER OTHERWISE RELATED TO PARTICIPANT’S OR USERS’ USE OF EPIC CARE LINK OR THE HEALTH RECORD.

5. Term and Termination.

- 5.1 Term of the Agreement. The initial term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year (“**Initial Term**”). This Agreement shall renew automatically thereafter for successive one-year terms (each, a “**Renewal Term**”).

5.2 Termination. Either party may terminate this Agreement upon providing the other party five (5) days prior written notice.

6. Clinical Products.

6.1 Participant and Users will do each of the following:

- 6.1.1 Participant and Users will verify the accuracy of information obtained from the Health Record, including without limitation, all patient information and critical outputs of EpicCare Link following generally accepted standards of medical practice. The term critical outputs means outputs (including without limitation output in the form of data) that Participant or Users know, or following generally accepted standards of medical practice, should know have potential for negative impact on patient care.
- 6.1.2 Participant and Users will not rely solely on EpicCare Link for data Participant and Users know or, following generally accepted standards of medical practice, should know has the potential for negative impact on patient care. For example, Participant and Users must verify allergies, current medications, relevant histories, and problems with the patient.
- 6.1.3 Participant and Users will be vigilant in reporting to each other any program errors or suspected program errors discovered in the course of using EpicCare Link. Participant will report to HSHS promptly after discovery, any discovered or reported problems with EpicCare Link that have been discovered or reported by any User or which either Participant or any User independently know or, following generally accepted standards of medical practice, should know could adversely affect patient care. If Participant and Users are alerted to a problem that Participant knows or, following generally accepted standards of medical practice, should know, could adversely affect patient care, Participant will immediately alert all Users.
- 6.1.4 In addition to the foregoing, Participant and Users will use EpicCare Link and access and use EHR System Data only in accordance with applicable standards of good clinical practice.

7. Confidentiality and Patient Information.

7.1 Confidentiality.

- 7.1.1 For the purposes of this Agreement, “**Confidential Information**” means any software (including, without limitation, EpicCare Link and all technical information), material, data and business, financial, operational, customer, vendor, Trade Secrets, and other information disclosed by one Party to the other and not generally known by or disclosed to the public, and shall include, without limitation, the terms of this Agreement. As used herein, “**Trade Secrets**” includes EpicCare Link and any other trade secrets or other confidential information of Epic protected by operation of law and this Agreement.
- 7.1.2 Each Party shall keep, and shall require its directors, officers, employees, agents and representatives to keep, in confidence all Confidential Information of the other Party and shall not use or disclose to any third parties any of the other Party’s Confidential

Information, except as specifically permitted in the Agreement or as required by law. In addition, Participant, and any of its directors, officers, employees, agents and representatives, may not disclose publicly any results of any testing or benchmarking of EpicCare Link or of HSHS's or Epic's services without HSHS's written consent, and such results shall be Confidential Information under this Section of the Agreement. Participant shall limit access to Confidential Information to Users who must have access in order to make proper use of EpicCare Link and the EHR System Data in the Participant's operations. Participant shall store all Confidential Information in a place reasonably believed to be secure. Participant shall inform all Users that Participant and Users are obligated to keep all Trade Secrets confidential and that it is the policy of the Participant to do so. In the event either Party discovers, or suspects, unauthorized use of or access to the Confidential Information (including, without limitation, any EHR System Data), it shall immediately notify the other Party.

- 7.1.3 Except for individually identifiable health information, which shall always be confidential, Confidential Information excludes Confidential Information which:
- (i) is or becomes within the public domain through no act of the receiving Party in breach of this Agreement or any other Agreement, (ii) was in the possession of a Party prior to its disclosure or transfer to such Party and such Party can so prove,
 - (iii) is independently developed by a Party and such Party can so prove, or (iv) is received from another source without any restriction on use or disclosure.
- 7.2 Individually Identifiable Health Information. With respect to any individually identifiable health information, the Parties agree to comply with the privacy and security requirements of HIPAA, the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), and all other federal and state privacy and security laws applicable to the exchange and use of the EHR System Data. Each Party shall report any unauthorized uses or disclosures or security incidents in accordance with applicable regulatory requirements, including HIPAA and the HITECH Act.
- 7.3 Protected Health Information and Safeguards. Participant's and Users' Access to the EHR System Data shall be in accordance with the minimum necessary standard set forth in 45 C.F.R. Sections 164.502(b) and 164.514(d) and only as is appropriate to Users' responsibilities. If Users gain inappropriate access to information, Participant will notify HSHS's Privacy Officer.
- 7.4 Reporting of Unauthorized Use or Disclosure of PHI. Participant shall report to HSHS: (1) any use or disclosure of PHI not authorized by this Agreement; (2) any security incident of which it becomes aware; or (3) any allegation from any patient or other individual that a User has made an unauthorized use or disclosure of PHI or breached security of PHI. Participant shall make the report to HSHS's Privacy Officer immediately if there are foreseeable patient care consequences, and in any event not more than one (1) business day after Participant confirms such use, disclosure, security incident or allegation. Participant's report shall identify: (i) the nature of the unauthorized use or disclosure, security incident or allegation; (ii) the PHI at issue; (iii) names of workforce involved in the unauthorized use, disclosure, security incident or allegation and the recipient of any unauthorized disclosure; (iv) what Participant has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, security incident or allegation; and (v) what corrective action Participant has taken

or shall take to prevent future similar incidents. Participant shall provide such other information, including a written report, as reasonably requested by HSHS's Privacy Officer. Participant shall impose appropriate sanctions for HIPAA and/or HITECH violations by Users and shall cooperate with HSHS in mitigating any harmful effects of such unauthorized access, use, or violations.

- 7.5 Notification to Individuals. At HSHS's option, Participant shall be responsible for notifying individuals of the occurrence of any unauthorized uses or disclosures of PHI described in Section 7.4 when HSHS requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, including but not limited to credit monitoring. Participant must obtain HSHS's approval of the time, manner and content of any such notifications, provide HSHS with copies of the notification, and provide the notification within sixty (60) days after discovery of the breach. Participant shall have the burden of demonstrating to HSHS that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification requirement to affected individuals after the discovery of the breach by HSHS, Participant or any User.

8. Ownership Rights.

- 8.1 Intellectual Property. Except for the rights granted to Participant under this Agreement, all rights, title, and interest to EpicCare Link, the software applications used to provide EpicCare Link, the User Documentation (as defined in Section 2.1) and any other information, software, or materials provided to Participant by HSHS under this Agreement, shall at all times remain solely with HSHS, Epic, and/or HSHS's other licensors and vendors.
- 8.2 Epic Ownership. This Agreement does not grant to Participant or any physician or other health care provider any ownership interest in EpicCare Link. Participant and Users are granted access to EpicCare Link as provided in this Agreement. Ownership of EpicCare Link and all intellectual property rights in it shall remain at all times with Epic and, as applicable, HSHS.

9. Miscellaneous.

- 9.1 Compliance with Laws. Each Party represents and warrants that it has complied, and shall comply and cooperate with the other in its efforts to comply with, in all material respects, all applicable laws and regulations and with all professional and ethical requirements in connection with the fulfillment of its obligations under this Agreement, including, without limitation, the privacy and security requirements of HIPAA and the HITECH Act.
- 9.2 Subpoenas. In the event that HSHS or Participant is served with a subpoena or other court order relating to the access to or use of EpicCare Link, the Party receiving the subpoena shall, to the extent legally permissible, immediately notify the other Party, and the Parties shall cooperate regarding the response to such subpoena or court order to the extent permitted by law.
- 9.3 Third Party Beneficiaries. Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third party under this Agreement, and there are no third party beneficiaries to this Agreement; provided, however, that Epic shall be a third party beneficiary to this Agreement solely with respect to enforcing the obligations and covenants of the HSHS's agreement with Epic relating to the Epic Care software.

- 9.4 Notices. Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement, shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class mail, or sent by registered or certified mail, postage prepaid, or sent by overnight courier, addressed to the Parties at the addresses set forth on the signature page to this Agreement. Addresses may be changed by either party by giving written notice thereof to the other Party.
- 9.5 General. Each Party's status in all matters pursuant to this Agreement shall be that of an independent contractor and not an agent of the other. This Agreement and all exhibits referenced herein constitute the entire agreement between Participant and HSHS with respect to the subject matter of this Agreement, and supersedes all other prior and contemporary agreements, understandings and commitments between Participant and HSHS with respect to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written instrument executed by both Parties. No waiver by a Party of any breach of this Agreement or waiver of any other provision hereunder shall be deemed to be a waiver of any other breach or provision. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right of the non-defaulting party under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin. If HSHS prevails in any proceeding to enforce this Agreement or to recover damages for Participant's violation of this Agreement, Participant will pay all costs incurred by HSHS in seeking such relief, including, but not limited to, reasonable attorneys' fees. HSHS shall not be liable for failure to perform under this Agreement if such failure is due to any cause beyond its reasonable control, including, but not limited to, acts of God, governmental authorities, civil disturbances or labor disputes, embargo, riots, acts of war or terrorism, fires, power surges or power failures, malfunctioning communication lines or failures of suppliers. The provisions of Sections 1.3, 2.2, 2.5, 2.6, 2.7, 4, 6, 7 and 8 shall survive expiration or termination of this Agreement.
- 9.6 Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- 9.7 Counterparts; Facsimile and pdf Signatures. The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

HOSPITAL SISTERS HEALTH SYSTEM

ORGANIZATION NAME: _____

By: _____

By: _____
Print Name: _____

Date: _____

Date: _____

Notice Addresses:

If to HSHS:

Hospital Sisters Health System
Attn: EpicCare Link Admin
Hospital Sisters Health System
4938 LaVerna Road
Springfield, IL 62707

If to Participant:

Participant: _____
Attn: _____
Address: _____



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Consideration and possible action on the Gunderson EpicCare Access Agreement*

ATTACHMENTS:

- Memo_Gunderson EpicCare Access (DOCX)
- De Pere Health Department_EpicCare Gunderson (PDF)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Consideration and possible approval of the Gunderson EpicCare Access Agreement

The department continues to seek and improve efficiencies with daily tasks. This agreement will be a catalyst to improve time spent on accessing pertinent medical information to conduct statute required public health interventions. Historically, the health department requested and received this information through medical record requests and faxed documentation, which is time consuming. This new opportunity will allow public health to access public health information only through a secure health system portal. If approved, this will be forwarded to City Council for consideration.

**GHS LINK AGREEMENT
BY AND BETWEEN
De Pere Health Department
AND
GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.**

This Agreement is entered into effective as of the date signed by both parties by and between **De Pere Health Department** ("Facility") and Gundersen Lutheran Administrative Services, Inc., individually and as agent for Gundersen Clinic, Ltd., and Gundersen Lutheran Medical Center, Inc. (collectively "Gundersen").

WHEREAS, in connection with treatment activities and continuity of care of its patients, Facility needs to obtain access to certain patient health information and records prepared, kept and maintained by Gundersen including, without limitation, patient health records and treatment records that are confidential under Wis. Stat. §§ 51.30, 146.816, and 146.82 and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations set forth in 45 C.F.R. Parts 160 and 164 (collectively referred to herein as "HIPAA");

NOW, THEREFORE, FOR VALID CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to facilitate compliance with applicable federal and state law, Facility and Gundersen agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:
 - a. "Individual" shall include (i) any patient or individual whose records are protected and confidential under Wis. Stat. § 51.30, (ii) any patient as defined at Wis. Stat. § 164.81(3) or "person authorized by the patient" under Wis. Stat. § 146.81(5), and (iii) any "individual" as defined in 45 C.F.R. § 160.103, including a person who qualifies as a personal representative under 45 C.F.R. § 164.502(g).
 - b. "Protected Health Information" or "PHI" means any and all patient health records and treatment records that are protected and confidential under Wis. Stat. §§ 51.30, 146.816, and 146.82 and/or HIPAA that Facility employees access through GHSLink. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. Section 160.103.
 - c. "GHSLink" means the web-based portal owned by "Epic Systems Corporation" which provides remote read-only access for Facility's authorized employees to Gundersen's electronic health record ("EHR") in accordance with the terms of this Agreement.

2. Term; Termination.

- a. **Term.** The term of this Agreement shall commence on the effective date and continue until terminated.
- b. **Termination.** Either party may terminate this Agreement immediately, without cause, by giving written notice to the other party.
- c. **Effect of Termination.** Upon termination of this Agreement, Facility shall cease access to GHSLink and Gundersen shall promptly deactivate Facility employees' access to GHSLink.

3. Compliance.

In accessing GHSLink, Facility shall comply with all applicable federal and state laws, Joint Commission standards or standards of an equivalent accrediting body which CMS has approved as a deemed status accreditation program, and Gundersen policies and procedures, which are available upon request, relating to the use of Gundersen's EHR and the confidentiality of PHI and EPHI. Federal and state laws that shall be complied with by Facility include, without limitation, 42 C.F.R. Part 2, Wis. Stat. §§ 51.30, 146.816, and 146.82, and HIPAA, to the extent directly applicable and enforceable against Facility.

4. Obligations and Activities of Facility.

- a. Facility and Gundersen are both Covered Entities under HIPAA. As such, in accessing GHSLink pursuant to this Agreement, Facility shall protect the PHI in accordance with HIPAA and all other applicable laws. The parties understand and agree that any information Facility has incorporated in Facility's records in the process of providing treatment to Individuals shall be owned by Facility and treated as part of Facility's PHI once incorporated into Facility's records.
- b. Facility shall designate one employee of Facility to serve as Site Administrator. Site Administrator shall Gundersen's primary point of contact for this Agreement. Site Administrator duties shall include but not be limited to:
 - i. Verify which employees have access to your patients' data
 - ii. Deactivate outdated user accounts within three (3) business days of user no longer having permission to use GHSLink
 - iii. Modify user's demographics
 - iv. Change/Reset users' passwords
 - v. Review and respond to audit reports
- c. Facility agrees that it is responsible to ensure usernames and passwords are adequately protected. All use of GHSLink using a user name and

password issued to an employee of Facility shall be Facility's responsibility. Facility agrees to use appropriate safeguards to prevent unauthorized access or use of GHSLink and the use appropriate safeguards to prevent unpermitted access, use, or disclosure of PHI other than as provided for by this Agreement.

- d. Facility agrees to mitigate, to the extent possible, any harmful effect that is known to Facility caused by unauthorized access or use of GHSLink or an unpermitted access, use, or disclosure of PHI in violation of this Agreement.
- e. Facility agrees to report to Gundersen any unauthorized access or use of GHSLink as well as any unpermitted access, use, or disclosure of PHI to or from GHSLink not provided for or authorized by this Agreement.
- f. To the extent applicable, Facility agrees to report to Gundersen any Security Incident, as defined at 45 C.F.R. Section 164.304, related to its use of GHSLink, related to GHSLink of which it becomes aware.
- g. To the extent applicable, Facility agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI when Facility employees are using GHSLink.
- h. To the extent applicable, Facility agrees to make its policies and procedures, and documentation relating to such safeguards, available to Gundersen's upon request.
- i. Facility employees given access to Gundersen's EHR shall each sign and abide by Gundersen's Confidentiality Statement.
- j. Gundersen shall provide Facility with access to the user registration portal. Facility shall direct Facility employees authorized to access GHSLink under this Agreement to the user registration portal, where the authorized Facility employee shall register as a GHSLink user. Registration requires Facility Employee to provide first and last name as well as Social Security Number. Facility shall notify Gundersen to request access for a new employee. Facility shall notify Gundersen within three (3) business days when an employee with GHSLink access is no longer employed by Facility or when access to GHSLink is no longer needed.
- k. Facility shall have its employees that access GHSLink participate in Facility's orientation program and any ongoing education and training pertaining to the privacy and security of PHI.

- l. Facility shall ensure that its employees review end user guides and other training materials on the use of GHSLink.
- m. Facility understands and acknowledges that Gundersen will conduct regular, focused audit trails of Facility's employees' use of GHSLink. Any unauthorized access may result in immediate suspension of access to GHSLink for the Facility Employee who made the unauthorized access to GHSLink and/or immediate suspension of Facility access to GHSLink. Site Administrator shall be Gundersen's primary point of contact for audits. Site Administrator shall respond to all requests without unreasonable delay and in no event longer than ten (10) business days. Failure to comply with this provision may result in suspension or termination of any or all of Facilities user's access to GHSLink.
- n. Facility shall take prompt disciplinary action against its employees for any breach of confidentiality or inappropriate use of Gundersen's GHSLink in accordance with Facility's policies and procedures.
- o. Facility agrees to limit access to GHSLink to a limited number of employees who have a **job-related need-to-know** and are:
 - i. Providing direct care and treatment to the Individual;
 - ii. Required to use healthcare or personal information to perform their assigned job responsibilities or to meet legal, regulatory, or other operational obligations of the Facility;
 - iii. Specifically authorized by the Individual to have access to their confidential information.
- p. Facility understands and acknowledges that access to Gundersen's GHSLink is limited to "**read-only**" access.

5. Permitted Uses and Disclosures by Facility.

- a. Except as otherwise limited in this Agreement or prohibited by applicable federal or state law, Facility may use or disclose PHI which has been incorporated in Facility's records in the process of providing treatment to Individuals as permitted by applicable law, including HIPAA.
- b. **Confidentiality of Agreement and Its Terms.** It is expressly understood by Facility that this Agreement, the access to the respective proprietary information of Gundersen, as well as all other aspects of this contractual relationship are to be held in the strictest confidence by Facility and are not to be disclosed, other than to Facility employees, agents, representatives, or contractors with a need to know, to any other entity, person, or governmental agency except insofar as pursuant to any State and Federal Statutory or Regulatory requirement. Facility expressly

understands that such non-permitted disclosures of this Agreement or any aspect of its content shall result in immediate termination of EHR access and use.

6. **Survival of Obligations.** The rights and obligations of Facility under paragraphs 2(c) and 5(b) of this Agreement shall survive the termination of this Agreement.
7. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any judicial or other proceedings arising from or relating to the interpretation or enforcement of this Agreement shall be brought and venued in La Crosse County Circuit Court in La Crosse, WI. Facility hereby consents to personal jurisdiction in La Crosse County Circuit Court, and waives any jurisdictional, venue, or other defenses relating thereto.
8. **Government Audits.** To the extent that section 952 of the Omnibus Budget Reconciliation Act of 1980, 42 U.S.C. §1395x(v)(1)(l), and applicable regulations are applicable to this Agreement, Facility shall, until four years after the expiration of the this Agreement, comply with all requests by the Comptroller General of the United States, the Secretary of the Department of Health and Human Services, and their duly authorized representatives (the "Secretary") for access to this Agreement, to all books, documents and records necessary to verify the nature and extent of the services provided, and the amounts paid for them. Such access shall be requested by such government entities in accordance with section 952. Facility is not authorized to subcontract with another person or entity relating to the access provided pursuant to this Agreement. Facility shall promptly notify Gundersen upon receipt by Facility of any such request for this Agreement, and any other books, documents and records related to this Agreement, to the extent permitted by law.
9. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between Gundersen and Facility relating to the subject matter set forth herein. This Agreement supersedes any and all prior oral discussions, promises, representations and understandings between Gundersen and Facility relating to the subject matter of this Agreement.
10. **Amendment; Modification.** This Agreement may not be modified or amended by Facility except pursuant to a written document signed by both parties. Upon thirty (30) days advanced written notice to Facility, Gundersen shall have the right to modify this agreement in its sole discretion.
11. **Proprietary Protection.** During the term of this Agreement, Gundersen grants to Facility a non-exclusive license, without the right to grant sub-licenses, to use GHSLink, at Facility's location, subject to the terms and conditions of this Agreement. Facility shall not have or acquire any rights in any trademarks, copyrights or other intellectual property belonging to Gundersen or Epic Systems

Corporation. Facility shall only have the right to use GHSLink in the manner prescribed in this Agreement.

IN WITNESS WHEREOF, Gundersen and Facility have executed and delivered this Agreement effective as of the dates of signature below.

GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.	De Pere Health Department
Sign: _____	Sign: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Consideration and possible action on the Program Performance Management Dashboard

ATTACHMENTS:

- Memo_Consideration and Approval of the Program Performance Management Dashboard (DOCX)
- DPHD PM - QI Plan 2024 (DOC)
- dashboard (DOCX)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Consideration and approval of the health department's program performance management dashboard

Program performance management has been a department priority since the beginning of the year. For the first time ever, the department has a programmatic performance dashboard to allow staff to systematically monitor programmatic data and trends to assist the department to enhance efficiency, effectiveness, transparency and accountability. The framework has allowed the department to set quantifiable program goals, financial/operational monitoring, data collection/analysis and reporting and identification of programmatic quality improvement opportunities. This dashboard would include previously presented outreach spreadsheets. If approved, I would propose that this dashboard would replace the other spreadsheets to be more in line with accredited health departments' best practices.

Program Performance Measures		Fee Revenue Collected by Program										Assigned Staff				
Assigned Staff	2024 Goal	Q1	Q2	Q3	Q4	YTD	Public Health / Environmental Health	2024 Goal	Q1	Q2	Q3	Q4	Total Revenue Collected	Percent of Goal	Assigned Staff	
	Administrative															
CW	Percent of staff who completed blood borne pathogen training.	100%	40%	60%			100%	General Public Health	\$1,400	\$40	\$214		\$254	18%	CW/KB	
CW	Percent of staff who completed the colors personality training.	100%	0%	100%			100%	Food & Beverage Licenses	\$95,746	\$4,048	\$64,728	37793*	\$68,776	72%	CW/KB	
CW	Percent of staff who have implemented strategies related to content learning from the Colors Personality Training	100%	80%	20%			100%	Grants	\$61,506	\$14,132	\$75,302		\$89,434	145%	CW/KB	
CW	Percent of staff who completed the Performance Management and Quality Improvement annual training.	100%	20%	0%			20%	Weights & Measures	\$21,661	\$0	\$17,727		\$17,727	82%	CW/KB	
	Emergency Preparedness and Response						2024 Organizational Goals & Objectives Progress Tracker									
											Q1	Q2	Q3	Q4		
SL	Percent of staff compliant with required Incident Command System training based on their positions.	100%	100%	100%			100%	Priority Area 1: Workforce Development								
SL	Percent of staff whose profiles and emergency call ranking are reviewed for accuracy and updated in the PCA Portal.	100%	100%	0%			100%	Goal 1, Objective 1: During 2024, each staff member will have at least a quarterly one-on-one to discuss challenges, successes, and professional development goals with their supervisor.								
SL	Percent of Wisconsin Emergency Assistance Volunteer Registry (WEAVR) members, within our Jurisdiction, responding to an exercise/dill within 48 hours.	45%	0%	45%			45%	Goal 2, Objective 1: By December 31, 2024, review and revise the 2023 Workforce Development Plan.								
	Performance Measure - Foundational Public Health Service Area (hyperlinked)										Q1	Q2	Q3	Q4		
											Priority Area 2: Strategic Plan					
	Communicable Disease Control						2024 Goal	Q1	Q2	Q3	Q4	YTD	Goal 1, Objective 1: By December 31, 2024, develop and implement a communications calendar mechanism that will be used to track one face-to-face public engagement activities on a monthly basis.			
KB	Total number of children and adults who received a flu vaccine administered by DPHD.	206	0	0			0	Goal 2, Objective 1: By December 31, 2024, review and revise the agency Strategic Plan.								
KB	Percent of City of De Pere 2 year-olds who are compliant with the 4:3:1:3:3:1:4 primary vaccine series.	85%	83%	83%			83%									
BJ	Nursing staff will investigate and respond to reportable communicable diseases within 24-72 hours in accordance with state statute disease response parameters.	100%	100%	100%			100%									



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Quarterly Report: Meetings/Trainings and Education/Outreach

Please see attached activity listing.

ATTACHMENTS:

- De Pere Health Department Outreach and Prevention May 2024 to July 2024 (DOCX)
- De Pere Trainings and Conferences May 2024 to July 2024 (DOCX)

De Pere Health Department Outreach and Prevention May 2024-July 2024

DE PERE HEALTH DEPARTMENT OUTREACH AND PREVENTION ACTIVITIES - May 2024			
Job/Activity	Name	Date	Notes
Bingocize	Chrystal, Sara, Kelly, Danielle	5/1/2024	
Foxview Bike Rodeo Helmet Fitting	Danielle and Sara	5/1/24, 5/2/24	
DTaP/TDaP added clinic	Chrystal, Kelly, Sara	5/1/2024	
Vivent STI Outreach- De Pere, Brown, Oneida	Sara and Danielle	5/3/2024	
BCCFSP Mental Health Fair	Danielle	5/4/2024	
Steps 2 Safety Fall and Fire Prevention Presentation @ Nicolet Terrace	Danielle	5/9/2024	
Car Seat Clinic	Sara and Danielle	5/9/2024, 5/28/24	
VFC Monthly Walk-In Clinic	Sara, Danielle, Chrystal	5/15/2024	
West DP Intermediate Bike Rodeo Helmet Fitting	Danielle and Sara	5/22/24, 5/23/24, 5/24/24, 5/28/24	
ADRC Roadmap to Healthy Aging @ Kress	Danielle	5/22/2024	
Steps to Safety Home Visit	Danielle	5/23/2024	
Library Picnic and Play	Sara	5/9/2024	
UWGB RN Student	Sara	5/21/2024, 5/28/2024	
PHN/School RN Meeting	Chrystal, Danielle, Sara	5/23/2024	
Education and outreach conducted via routine inspections	Trista	Daily	

DE PERE HEALTH DEPARTMENT OUTREACH AND PREVENTION ACTIVITIES - June 2024			
Job/Activity	Name	Date	Notes
Car Seat Clinic	Sara and Danielle	6/6/2024, 6/25	
VFC Monthly Walk-In Clinic	Sara and Danielle	6/19/2024	
Makers & Music Event- Mural Voting	Chrystal, Danielle, Austin	6/7/2024	
Older Adult Resource Guide Deliveries	Danielle, Austin	6/12/2024	
Condom Kits/STI education outreach	Austin	6/10/2024	
DP Farmer's Market / Mural Voting	Sara, Kelly	6/20/2024	
Mulva Center Collaboraion Meeting	Danielle, Chrystal, Sara	6/12/2024, 6/26/24	
Brown County Coalition Suicide Prevention Outreach @ GB Farmer's Market	Danielle	6/26/2024	
UWGB Student RN	Sara	6/4, 6/18, 6/24, 6/26/2024	
Library Picnic and Play	Sara	6/20/2024	
MIH Home Visit	Sara	6/18/2024	
Education and outreach conducted via routine inspections	Trista	Daily	

DE PERE HEALTH DEPARTMENT OUTREACH AND PREVENTION ACTIVITIES - July 2024			
Job/Activity	Name	Date	Notes
Car Seat Clinic	Sara and Danielle	7/11/2024	
VFC Monthly Walk-In Clinic	Sara and Danielle	7/17/2024	
LTBI Medication Administration	Danielle, Sara, Chrystal	7/1, 7/8, 7/15, 7/22, 7/29	
NFL Draft Planning Meeting	Sara and Chrystal	7/10/2024	
Library Picnic and Play	Sara	7/18/2024	
De Pere Farmer's Market	Sara, Austin, Danielle	7/18/2024	
Lambeau Field Bike Rodeo	Danielle	7/24/2024	
Education and outreach conducted via routine inspections	Trista	Daily	

De Pere Trainings and Conferences May 2024- July 2024

DE PERE HEALTH DEPARTMENT TRAININGS/CONFERENCES/CE -MAY 2024			
Job/Activity	Name	Date	Notes
Real Colors Workshop	All staff	5/8/2024	
Prenatal Vehicle Safety Training	Sara and Danielle	5/10/2024	
Category B Packing and Shipping Training	Chrystal, Sara, Kelly, Danielle	5/15/2024, 5/16/2024	
Region V Public Health Leadership Course	Sara	5/2/2024, 5/16/2024	
L0103 - FEMA - Planning: Emergency Operations	Sara and Chrystal	5/30/2024-5/31/2024	
Standardization	Trista	5/7/2024	
Finishing Forever Chemicals: PFAS	Trista	5/9/2024	
Taking Safety to the Next Level Through Mental Health & Well-being	Trista	5/9/2024	
Env Health, Animal Health, Human Health	Trista	5/9/2024	
Bingocize Facilitator International Webinar Spring 2024	Danielle	5/20/2024	

DE PERE HEALTH DEPARTMENT TRAININGS/CONFERENCES/CE - JUNE 2024			
Job/Activity	Name	Date	Notes
Shelter Fundamentals/Simulation - Red Cross	Danielle, Sara, Chrystal	6/4/2024	
Region V Public Health Leadership Course	Sara	6/13/2024	
Red Cross - Reunification Training	Sara and Kelly	6/19/2024	
Pool Sampling Training	Trista	6/3/2024	
AFDO Conference	Trista	6/10-6/13/2024	

DE PERE HEALTH DEPARTMENT TRAININGS/CONFERENCES/CE - JULY 2024			
Job/Activity	Name	Date	Notes
NACCHO 360 conference	Sara and Chrystal	7/22-7/26/2024	
Antibiotic Resistant Gonorrhoea in Wisconsin: Outbreak Preparedness and WEDSS Navigation Webinar	Danielle	7/23/2024	
2024 National Strategy for Suicide Prevention: Overview and Applications at the Local Level	Danielle	7/8/2024	
BCD Webinar	Sara, Danielle	7/10/2024	



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Communicable Disease Quarterly Report

ATTACHMENTS:

- Memo_Communicable Disease Quarterly Report (DOCX)
- 4.30.24 to 8.1.24 BOH Disease Incident Count (PDF)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/1/2024

Re: Communicable Disease Quarterly Report

Numbers are very comparable to this same timeframe last year (2023) except for the pertussis cases which were part of a regional outbreak. Currently treating a LTBI case that would have been counted as a case in the first quarter numbers. None of the COVID cases for this quarter were reported as hospitalized but investigations are ongoing. Respectfully submitted, Danielle Jauquet BSN, RN, Public Health Nurse



**Wisconsin Department of Health Services
Division of Public Health
PHA VR - WEDSS**

Disease Incidents by Episode Date

Jurisdiction: De Pere

		2024
Disease Group	Disease	Total
Chlamydia Trachomatis Infection	<i>Group Total:</i>	18
Coronavirus	<i>Group Total:</i>	27
	CORONAVIRUS, NOVEL 2019 (COVID-19)	27
Ehrlichiosis / Anaplasmosis	<i>Group Total:</i>	1
Giardiasis	<i>Group Total:</i>	1
Gonorrhea	<i>Group Total:</i>	2
Hepatitis C	<i>Group Total:</i>	1
Lyme Disease	<i>Group Total:</i>	4
	LYME DISEASE, ERYTHEMA MIGRANS (EM) RASH	1
	LYME LABORATORY REPORT	3
Pathogenic E.coli	<i>Group Total:</i>	2
Pertussis (Whooping Cough)	<i>Group Total:</i>	3
RSV	<i>Group Total:</i>	3
	RESPIRATORY SYNCYTIAL VIRUS (RSV)	2
	RESPIRATORY SYNCYTIAL VIRUS (RSV) - ASSOCIATED HOSPITALIZATION	1
Syphilis	<i>Group Total:</i>	2
	SYPHILIS, PRIMARY	1
	SYPHILIS, UNKNOWN DURATION OR LATE	1
Yersiniosis	<i>Group Total:</i>	1
<i>Period Total:</i>		65

Default Filters: 'State' EQUAL TO 'WI'

Includes PROBABLE and CONFIRMED cases 4/30/24-8/1/24



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024
DEPARTMENT: Health Department
FROM: Chrystal Woller
SUBJECT: Environmental Health Quarterly Report

ATTACHMENTS:

- Memo_Environmental Health Quarterly Report (DOCX)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/5/2024

Re: Environmental Health Quarterly Report

Our EH intern has been valuable this summer with Tourist Rooming House (TRH) inspections. After initial training in late May, Austin “took over” the TRH inspections for both existing and new licensees. As there continues to be media talk of the NFL Draft in 2025, there seems to be a slow, but consistent intake of [new] applications. As of today’s date, we now license ~30 TRHs with a few more pending applications. For comparison, there were only 16 licensed TRHs last year at this time. It is assumed that the number will continue to grow as the Draft gets nearer, but it’s unknown if these TRHs will continue to hold a license after the Draft.

The end of the 2023-2024 License year (June 30th) came and went. All licensed facilities were inspected except for one; a retail food operation on SNC campus that operates only during the school year. The spring was very busy with several new business applications for retail food and body art (tattoo). As of today’s date, 29 Pre-Inspections have been conducted in 2024 compared to 20 Pre-Inspections in all of 2023. Due to the growth the department is seeing, we are working together to best track time for Agent activities. The data collected will be used for the Self-Assessment of the FDA Retail Food Regulatory Program Standards. Specifically, the data will be utilized when comparing our program to Standard 8- Program Support & Resources. This is the standard which applies to the program resources (budget, staff, equipment, etc.) necessary to support an inspection and surveillance system. The Self-Assessment (of all 9 Standards) will be completed by November.

Follow-up for environmental health complaints continues as usual with one major change. The animal bite follow up was reassigned to nursing staff, which is how things were handled prior to Covid. This has helped to free up time for the Sanitarian to conduct Agent program and Weights & Measures activities.

Respectfully submitted,

Trista Groth CSP, RS



City of De Pere, Wisconsin

Request For Board of Health Action

MEETING DATE: August 12, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Consideration and Possible Action to Approve Amending Section 106-4 of the De Pere Municipal Code Re: Tourist Rooming House Licensing Violations*

ATTACHMENTS:

- Memo_Chapter 106 proposed revision (DOCX)
- Chapter_106___LICENSES_AND_PERMITS (revised 5-6-24)(DOCX)

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 8/7/2024

Re: Consideration and Possible Action to Approve Amending Section 106-4 of the De Pere Municipal Code Re: Tourist Rooming House Licensing Violations

De Pere is proposing to increase the penalty scheme regarding TRH licensing violations. Brown County recently increased their penalties for TRH licensing violations in anticipation of increased demand, prices and corresponding safety concerns related to TRH activity in connection with the 2025 NFL draft. As of today's date, we now license approximately 30 TRHs with additional pending applications. For comparison, there were only 16 licensed TRHs last year at this time. This proposed revision would be inline with Brown County's revision that occurred earlier this year.

- CODE OF ORDINANCES
Chapter 106 LICENSES AND PERMITS

Chapter 106 LICENSES AND PERMITS

Sec. 106-1. License or permit required.

No person shall engage in any trade, profession, business or privilege in the city for which a license or permit is required by any provision of this Code without first obtaining such license or permit from the city in the manner provided in this chapter, unless some other provision of this Code provides specifically otherwise.

(Code 2001, § 106-1; Ord. No. 15-01, § 1, 1-6-2015)

Sec. 106-2. Application process.

- (a) *Application.* Unless otherwise provided, application for a license or permit shall be made in writing to the responsible city department or officer, upon forms provided by the city. All application forms shall be fully completed and signed by the applicant, and all permit fees, if any, shall be paid before the application is processed.
- (b) *License/permit fee.* All applications for any license or permit shall be accompanied by the proper license or permit fee as established by resolution of the common council. No license or permit fee shall be refundable unless the license/permit is denied.
- (c) *Background check.* All applications for any license or permit which requires that a background check be run on the applicant shall be accompanied by a background check processing fee as determined by resolution of the common council. An applicant presenting multiple applications for license/permits at one time shall be subject to one processing fee as established by resolution of the common council. The background check processing fee shall be non-refundable.
- (d) *Delinquent debts owed to city.*
 - (1) No license or permit, other than dog or cat licenses, authorized or required by this Code shall be granted or issued:
 - a. To any person who owes any unpaid, delinquent personal property tax, room tax, special assessment, municipal court forfeiture, charges for false fire or burglar alarms or abandoned 911 calls, parking ticket, sewer or water bill, ambulance bill, hazardous material spill response charge, or inspection or reinspection fee.
 - b. For any premises for which sewer or water bills, room taxes, special assessments or special charges for current services owed to the city are delinquent and unpaid.
 - c. For any premises containing personal property upon which a personal property tax owed to the city by the applicant was assessed and the personal property tax remains unpaid and delinquent.

No license shall be denied if a payment becomes delinquent after a fully completed and properly executed application, together with any required application fee, has been filed with the appropriate city official.
 - (2) This subsection does not apply to a person whose personal liability for payment of a delinquent tax or other charge has been discharged by order of a federal bankruptcy court or other court of competent jurisdiction or to a person or property covered by an automatic stay issued by a federal bankruptcy court or other court of competent jurisdiction while the automatic stay is in effect.

-
- (e) *Bond and insurance.* All required bonds shall be executed by a surety company authorized to do business in the state. Where policies of insurance are required, such policies shall be subject to approval of the city attorney. Satisfactory evidence of coverage by bond or insurance shall be filed with the city before the license or permit is issued.
- (f) *Approval or denial of license or permit.*
- (1) Where the approval of any city or state officer is required prior to the issuance of any license or permit, proof of such approval must be presented to the issuing city official before any license or permit is issued.
 - (2) No license or permit shall be approved if it appears that the conduct of the activity for which a license or permit is required will be contrary to the law, if it appears the applicant does not possess the necessary qualifications or requirements for the license, or if it appears issuance of the license or permit would be contrary to the public health, safety or welfare.
- (g) *Appeal or review of license or permit denial.*
- (1) Unless provided otherwise in this Code, if a license or permit application is denied, the applicant shall be informed of such decision, in writing, within ten days after the determination is made. No grant, denial, suspension or revocation of an alcohol license under Wis. Stats. § 125.12(1) or chapter 7 is subject to review hereunder.
 - (2) The denied applicant may request in writing a review of the determination to deny the license or permit application. The appeal shall state the reasons the applicant believes the decision to deny the license or permit to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing city official or the hearing body. Except for a license applied for under section 106-4(a) or (b), the hearing shall be held before the city's finance/personnel committee. Appeal of denial of a license applied for under section 106-4(a) or (b) shall be heard by the board of health. All appeal hearings shall substantially comply with the provisions of Wis. Stats. § 68.11(2). Within 20 days after the hearing, the hearing body shall issue a written decision which shall affirm, reverse or modify the determination of the city official. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. § 68.13.
- (h) *License and permit terms and renewal.*
- (1) Unless otherwise provided by this Code, the term of the license year shall commence on July 1 and end on June 30 of each year, unless the license period is for less than one year, in which case the term of the license shall commence with the date of issuance.
 - (2) License or permit renewals shall be issued in the same manner and be subject to the same conditions as the original license or permit except that a determination to not renew a license or permit shall be subject to subsection (g)(1) of this section.
 - (3) Permits shall be issued for the term set forth in the permit and shall not renew.
- (i) *Display of license or permit.* Unless otherwise provided in this Code, all licenses and permits shall be displayed on the premises or vehicle for which it is issued. If a license or permit is required to be carried on the person, it shall be displayed to any law enforcement officer or other person authorized by ordinance to request the same.
- (j) *Transfer.* No license or permit shall be transferable or assignable unless otherwise provided in this Code. No license or permit for environmental health services under section 106-4(b) shall be transferable or assignable unless otherwise provided in Wis. Admin. Code ch. ATCP 75.
- (k) *Compliance with laws and regulations.* An express condition of holding a license or permit is compliance with all city, state and federal rules, regulations, laws and ordinances.

(l) *Suspension or revocation of license or permit.*

- (1) Except as otherwise provided by state law or this Code, any license or permit issued by the city may be revoked or suspended for any of the following reasons:
 - a. A violation of any term, condition or requirement of the license or permit;
 - b. A violation of any federal, state or city law, regulation or ordinance pertaining to the license or permit whenever such violation is substantially related to the licensed or permitted activity.
- (2) Except as provided in subsection (l)(3) of this section, upon the filing of a complaint alleging any violation identified in subsection (l)(1) of this section and requesting the suspension or revocation of a license or permit, the common council shall schedule a hearing on the same. Any complaint filed under this subsection shall be made by the department head of the department issuing such license or permit.
- (3) Upon the filing by the city health officer/director of a complaint requesting the suspension or revocation of a license or permit issued under section 106-4(a) or (b), the board of health shall schedule a hearing thereon.
- (4) All hearings conducted under this section shall substantially comply with the provisions of Wis. Stats. § 68.11. Judicial review of the decision on suspension or revocation shall be governed by Wis. Stats. § 68.13.
- (5) A license or permit suspension shall be for not less than ten days and not more than 90 days. A license or permit revocation shall be for 12 months during which time the licensee or permittee shall be ineligible to apply for reinstatement of a license or permit that has been revoked.
- (6) No hearing shall be required or held for the revocation of a revocable occupancy permit issued under section 106-6(b) or (c) if such revocation is made pursuant to the terms of said permit.

(Code 2001, § 106-2; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 18-03, § 1, 1-16-2018; Ord. No. 18-17, §§ 1, 2, 8-21-2018; Ord. No. 19-23, § 1, 11-19-2019)

Sec. 106-3. Licenses required under other chapters of this Code.

The following licenses are required under the Code section noted:

- (1) Alcohol beverage and operator licenses: chapter 7;
- (2) Concrete worker's license: section 22-10;
- (3) Dog and cat license: section 86-1;
- (4) Beekeeping license: section 86-7;
- (5) Mobile home park: section 90-4;
- (6) Sign contractor: chapter 14;
- (7) Auto salvage yard: section 110-1;
- (8) Junk collector/dealer: section 110-1;
- (9) Shows and amusement, carnival: section 110-2;
- (10) Public dance: section 110-3;
- (11) Cigarette/tobacco: section 110-4;
- (12) Sexually oriented adult entertainment establishment: section 110-5;

(13) Pawnbrokers, secondhand article dealers and secondhand jewelry dealers: section 110-6;

(14) Taxicabs: chapter 118.

(Code 2001, § 106-3; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 15-32, § 2, 12-1-2015; Ord. No. 17-09, § 1, 6-6-2017)

Sec. 106-4. Licenses required under this chapter.

(a) *Weights and measures regulations.*

(1) *Application of state codes.* Except as otherwise specifically provided in this section, the statutory provisions provided in this section, the statutory provisions of Wis. Stats. ch. 98, Weights and Measures, and Wis. Admin. Code ch. ATCP 92, Weighing and Measuring Devices, are adopted and by reference made a part of this section as if fully set forth herein. Any act required to be performed or prohibited by any statute or code incorporated herein by reference is required or prohibited by this section. Any future amendments, revisions or modifications of the statutes incorporated herein or administrative code provisions incorporated herein are intended to be and are made a part of this section. This section is adopted pursuant to the provisions of Wis. Stats. ch. 98, including all amendments thereto.

(2) *Appointment of inspectors.* In order to assure compliance with this section, the city hereby grants the authority and duties of sealers and inspectors required by this section to the city sanitarian.

(3) *Definitions.* The following words, terms and phrases, when used in this subsection (a), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commercial weighing or measuring devices. Devices used or employed in establishing the size, quantity, extent, area or measurement of quantities, things, produce or articles for sale, hire or award, or in computing any basic charge of payment for services rendered on the basis of weight of measure.

Weights and measures program. The program that includes administration and enforcement of this section, Wis. Stats. ch. 98, and applicable Wisconsin Administration Code provisions, and any related actions.

(4) *License.*

- a. *Annual license.* The owner/possessor of weighing and measuring devices shall no later than March 1 of each year file an annual weights and measures license form with the health officer, listing the number and type of devices either owned or leased as of January 1 of each year.
- b. *Annual license fee.* The city shall annually assess license fees to each person/business based on their number of weighing and measuring devices, either owned or leased, as of January 1 of each year. The yearly license fee shall be determined by dividing the actual costs of the weights and measures program by the number of weighing and measuring devices known to exist within the city's jurisdiction multiplied by the number of devices under the control of each person/business. The total of the fees assessed and the fees collected shall not exceed the actual costs of the weights and measures program.
- c. *Health officer to prepare fee schedule.* The health officer shall at least annually prepare a schedule of license fees and the city shall mail to each business an invoice of the amount of the license fee. Each business shall pay the license fee within 20 days after the date the invoice is mailed.
- d. *Failure to pay license fee.* If the license fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be

added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction thereof until paid. To the extent permitted by law, if the business owner is the owner of the real estate premises where the weights and measures devices are located, any delinquent license fee shall be charged to the real estate premises for current services.

- e. *Mailing of notices.* License forms, notices and invoices shall be considered mailed to a business when mailed by first class mail, postage prepaid, to the business address.
- f. *Change of ownership.* The owner/possessor of weighing and measuring devices as of January 1 of each year shall be assessed for fees under this section, regardless of any change in ownership or possession of such devices during the year.

(5) *Penalty.* In addition to any other remedy, any person who fails to comply with the provisions of this subsection (a) shall, upon conviction thereof be subject to forfeiture as determined by resolution of the common council. Each day a violation exists or continues shall constitute a separate offense.

(b) *Health department licensing under department of agriculture, trade and consumer protection and department of safety and professional services.*

(1) *Definitions.* The following words, terms and phrases, when used in this subsection (b), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Health officer means the person appointed under section 74-2, or that person's designee.

License/permit means licenses/permits authorized through agent status with the state under Wis. Stats. §§ 97.41, 97.615, and 250.01 and Wis. Admin. Code ch. ATCP 74.

(2) *License/permit required.* No person shall operate or open for public use, such business or use as set forth in subsections (b) and (d) of this section without the proper license/permit. All license/permit fees shall be as determined by resolution of the common council, which may also include, but are not limited to, reinspection fees, late fees, penalties and fees for expedited process.

(3) *Agent status.* Pursuant to Wis. Admin. Code ch. ATCP 74, the city health department shall collect fees, issue licenses and permits, inspect and enforce all provisions of the following state administrative codes and all amendments thereto, which are incorporated by reference:

- a. Retail food establishments (including restaurants and food vending), Wis. Admin. Code ch. ATCP 75 and Wis. Admin. Code ch. ATCP 75 appendix (Food Code).
- b. Swimming pools, Wis. Admin. Code ch. ATCP 76.
- c. Tattoo and body piercing, Wis. Admin. Code ch. SPS 221, except practitioner's license, which is issued by the state.
- d. Recreational and educational camps, Wis. Admin. Code ch. ATCP 78.
- e. Campgrounds, Wis. Admin. Code ch. ATCP 79.
- f. Hotels, motels and tourist rooming housing, Wis. Admin. Code ch. ATCP 72.
- g. Bed and breakfast establishments, Wis. Admin. Code ch. ATCP 73.

(4) *Penalties. Notwithstanding anything herein to the contrary, any person who violates Section 106-4 (b)(3)f., hotels, motels and tourist rooming housing, Wis. Admin. Code ch. ATCP 72, shall be subject to a forfeiture not to exceed \$2,000.00 for each act of violation, together with costs and penalty assessments. Each day upon which any such violation occurs shall constitute a separate offense.*

(c) *Inspections.*

Formatted: Space Before: 0 pt, After: 0 pt

Formatted: Indent: Left: 0.66", First line: 0", Space Before: 0 pt, After: 0 pt

-
- (1) *Inspection frequency.* An inspection of licensed facilities under the scope of this section shall be performed at least once per year. All retail food establishments shall be assigned a risk category and inspected at a frequency as recommended by the FDA Voluntary Retail Program Standards. Inspection frequency of retail food establishments shall be based on risk category where complex establishments and establishments with a history of chronic priority violations shall be prioritized for inspections over the one annual inspection as required by the WDATCP agent contract.
- (2) *Report of inspections.* Whenever an inspection of a retail food or recreational establishment is conducted the findings shall be entered into the HealthSpace program. The inspection shall include observations and violations to this section. A copy of the completed inspection shall be left with the person in charge and a copy shall be provided to the licensee at the conclusion of the inspection. An acknowledge email of the report shall be considered acceptable receipt.
- (3) *Correction of violations.* The completed inspection report shall specify a reasonable amount of time for the correction of the violations found during the inspection. It shall be the expectation that violations will be corrected during the inspection when possible at the discretion of the sanitarian.
- (4) *Access.* Sanitarian, after providing proper identification, shall be permitted to enter the retail food establishment or recreational establishment at any reasonable time to determine compliance with this regulation.
- (5) *Hours of inspection.* Inspections shall be made during the regular operating hours of the establishment and primarily during the regular office hours of the city health department (8:00 a.m. to 4:30 p.m. Monday through Friday), unless circumstances necessitate conducting an inspection at a time other than normal health department business hours. In the event a mobile or temporary permit is issued to an operator conducting business only within the city an inspection shall be done in conjunction with the event, including weekends or evenings.
- (d) *Mobile food establishments.*
- (1) *Definitions.* The following words, terms and phrases, when used in this subsection (d), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Edible goods means and includes, but is not limited to:

- a. Prepackaged and prepared food, including, but not limited to, ice cream, hot dogs, desserts, and pizza.
- b. On-site prepared food, including, but not limited to, shaved ice, sandwiches, and tacos.

Ice cream truck or van means a commercial vehicle that serves as a mobile retail outlet for ice cream, popsicles, frozen yogurt and/or other similar frozen treats usually during the summer months, where the vehicle remains stationary only as long as necessary to complete a sales transaction and in no case longer than ten minutes, provided that the vehicle does not obstruct a normal traffic lane and is not operated in a manner which obstructs the normal flow of traffic.

Mobile means the state of being in active, but not necessarily continuous movement.

Mobile food establishment means a restaurant or retail food establishment where food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a service base to accommodate the unit for servicing, cleaning, inspection and maintenance or except as specified in the state food code.

Mobile food vendor means the registered owner of a mobile food establishment or the owner's agent or employee, or any business which sells edible goods from a mobile food establishment within the city.

Created: 2024-03-27 10:50:44 [EST]

(Supp. No. 1)

Sell means the act of exchanging a good for profit or in return for a donation.

Service base means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place, and where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

Vehicle means any motor vehicle as defined by Wis. Stats. § 340.01(35) or trailer as defined by Wis. Stats. § 340.01(71). The term "vehicle" shall also include any bicycle or other self-propelled device.

Vend means to sell or to transfer the ownership of an article to another for a price in money.

(2) *License.*

- a. *Issuance.* The city health department shall only issue a license to mobile or temporary food establishments who operate solely within the city limits. All other mobile food establishments and temporary establishments shall be licensed by the WDATCP. If the mobile food establishment service base is within the city limits, the city health department shall license that service base.
- b. *Required—City health department.* All mobile food establishments used for vending food shall be licensed for such use by the city health department and all other applicable health agencies. Mobile food establishments shall acquire the appropriate licenses and permits for any additional food items not required under this subsection if deemed necessary by the city health department.
- c. *Required—City clerk business license.* Every mobile food vendor shall have a license issued by the city clerk to conduct business in the city. Each mobile food establishment shall be licensed separately. A mobile food establishment license shall expire on June 30 each year.
- d. *Fee.* The license to operate a mobile food establishment shall be as determined by resolution of the common council. If an applicant requests a license under this subsection from an existing city-based business that sells food-based products, the license, as determined by resolution of the common council, shall be less than the fee for a non-city based business.
- e. *Renewal.* Upon renewal of license, each applicant must provide a new application, such renewal fee as is determined by resolution of the common council and any new permitting documentation upon the license renewal. License renewal from an existing city-based businesses shall be as determined by resolution of the common council, which shall be less than the renewal fee for a non-city based business. If the applicant fails to submit the application and renewal fee within 30 calendar days after the expiration of the license, the applicant shall reapply as a new applicant.
- f. *Transfer.* A license issued under this subsection shall be not transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.
- g. *Surrender; alteration; failure to display.* On the expiration of a license issued under this subsection, the license holder shall surrender the license to the city clerk. No person shall alter or change in any manner any license issued under the provisions of this subsection, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

(3) *License application process.*

- a. *Application.* Any person desiring to operate a mobile food establishment shall apply for a license on a form provided by the city clerk and pay the proper license fee for each mobile food

establishment managed by the person. The application shall be forwarded to the police department for review. If the police department approves the application and all other requirements of section 106-2 are met, the clerk shall issue the license to the applicant.

- b. *Application denial.* An applicant of a mobile food establishment may be denied where:
1. The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
 2. The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.
 3. The applicant made a false statement on the application.
 4. The applicant is under 18 years of age.
 5. Any other reason provided under section 106-2.
- c. *Appeal.* If the license is denied, the applicant may appeal as provided in section 106-2(g).
- (4) *License suspension or revocation.* A license issued under this subsection may be suspended or revoked as provided in section 106-2(l).
- (5) *Insurance.*
- a. *Liability insurance.* The license holder under this subsection shall have in force liability insurance for each mobile food establishment.
 - b. *Proof of insurance.* As evidence of liability insurance, the licensee shall furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of adequate liability insurance naming the city, its employees and agents as additionally insured in an amount not less than \$1,000,000.00. Whenever such policy is cancelled, not renewed, or materially changed, the insurer and the licensee shall notify the city by first class mail.
- (6) *Sanitation requirements.*
- a. Mobile food establishments shall comply with all regulations of the state food code and the city health department, including, but not limited to, the time, temperature, plumbing, operation and maintenance for mobile food establishments.
 - b. Mobile food establishments shall comply with all regulations of the state food code and city health department regarding preparation facilities, serving areas and operation areas.
 - c. The licensees of the mobile food establishment or employees thereof shall abide by the request of the city health department for annual inspections of the establishment at a location designated by the health department.
 - d. Authorities of the city health department may require that mobile food establishments found to violate sanitation and health requirements to have follow-up inspections to verify compliance.
 - e. Service base.
 1. All mobile food establishments shall have a mobile service base to store and prepare food and all supplies. No food items are allowed to be stored or prepared in a private residence or garage unless approved by the city health department.
 2. Mobile food establishments shall be inspected prior to preparing or cooking any food on site.

3. All mobile food units shall be cleaned and serviced as often as necessary from the service base.
4. The service base shall be inspected and approved by the city health department prior to operating the mobile food establishment.
5. All mobile food establishments shall return to its service base at least once every 24 hours for service and maintenance.

(7) *Conduct of business.*

a. *Regulations generally.* The following regulations shall apply to mobile food establishments during the regular order of business:

1. In addition to those areas identified in subsection (d)(7)c of this section, properly licensed mobile food truck establishments may vend from city street right-of-way under the terms and conditions of this section.
2. A licensee shall not falsely or fraudulently misrepresent the quantity, character or quality of any article offered for sale or offer for sale any unwholesome or tainted edible goods, nor intentionally misrepresent to any prospective customer the purpose of his or her solicitation, the name of the business of his or her principal, if any, the source of supply of the goods, ware or merchandise which he or she sells or offers for sale or the disposition of the proceeds of his or her sales.
3. A licensee shall not use the license provided by the city after expiration or revocation of the license.
4. A licensee shall keep the premises in a clean and sanitary condition and the edible goods offered for sale well covered and protected from dirt, dust and insects. All food vendors shall comply with requirements of state and local authorities.
5. A licensee may vend, sell or dispose of, or offer to sell, vend, or dispose of goods, wares, or merchandise in the city between the hours of 6:00 a.m. and 9:00 p.m. All sales within the portion of the city Main Street District, as defined and displayed in Exhibit A of the ordinance from which this section is derived (on file in the office of the city clerk), shall be allowed between the hours of 6:00 a.m. and 3:00 a.m.
6. No mobile food establishment shall conduct business at a stationary location for a duration exceeding four hours per location per day. No mobile food establishment shall be left unattended during operation.
7. All persons conducting business on a sidewalk or terrace must maintain within 25 feet of their sales location, a clean, sanitary and hazard-free condition, and shall not discharge any material onto the street, sidewalk, gutters or storm drain. Each person conducting business on a sidewalk or terrace under the provisions of this chapter shall carry a minimum 30-gallon container for placement of such litter by customers or other persons.
8. A vehicle or other on-street unit which is operated for the purpose of selling food from the unit shall be operated only by a person who has obtained a license or by the employee of the person who obtained a license under this subsection.
9. No person may sell or vend any item upon any premises if there is placed signage prohibiting the activity.
10. All business activity relating to the mobile food establishments in the public street right-of-way shall be conducted from the curbside of the vehicle at all times. No sales shall be made

from a vehicle except from the curbside of said vehicle, unless otherwise authorized by the owner of private property.

11. No food service shall be prepared, sold, or displayed outside of the mobile food establishment.
 12. No person shall provide or allow any dining area to the mobile food establishment, including, but not limited to, tables and chairs, booths, stools, benches or stand-up counters.
 13. Signage may only be permitted when placed on the mobile food establishment. No separate freestanding signs are permitted.
 14. Any special or civic event organizer desiring to hold five or more mobile food establishments on the property where the event will be held shall notify the city health department at least ten business days prior to the event.
- b. *Vehicle regulations.*
1. Any vehicle or other on-street units used for vending food in any public street must be designed and constructed specifically for the purpose of vending the product or products to be vended.
 2. Amplified music or other sounds from any vehicle or unit used for the purpose of vending products in the public streets shall comply with city noise regulations.
 3. All mobile food establishments shall be entirely self-contained in regard to gas, water, electricity, and equipment required for operation of the unit.
 4. All mobile food vehicles must have valid license plates and registration as provided by Wis. Stats. ch. 341.
 5. No vehicle or unit may violate any traffic or parking statute or ordinance when stopping to make sales.
 6. No flashing or blinking lights, or strobe lights are allowed on a mobile food establishment or related signage when the establishment is parked and engaged in serving customers. All lighting is subject to review by the city engineer and shall be removed if deemed to be in conflict with safe travel.
 7. All mobile food establishments shall comply with all federal, state, and local regulations regarding vehicle size requirements.
- c. *Zoning restrictions.* The vendor of the mobile food establishment shall not operate in a congested area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park unless a park vending permit has been issued by the board of park commissioners for such activity pursuant to section 30-2(j), nor shall any vendor engage in the licensed business upon any playground, school, library or other public premises.
- d. *Exemptions.*
1. Upon application and approval from the board of public works, the licensee may periodically and infrequently extend the hours of service of the mobile food establishment outside the designated zone displayed in Exhibit A of the ordinance from which this section is derived from 6:00 a.m. to 3:00 a.m. for business purposes only. This exemption shall not be applicable in any residential zoning district. (Exhibit A is on file in the office of the city clerk.)

-
2. Upon application and approval from the board of public works, the owner of private property may allow more than two mobile food establishments to conduct business on said property during the normal hours of operation.
 3. For events holding a special event permit, a mobile food establishment may conduct business on publicly owned property as allowed by the event permit holder.
- (8) *Penalties.* A licensee or vendor who violates any provision of this subsection (d) or any regulation, rule, or order made hereunder shall be subject to a forfeiture of not less than \$1.00 nor more than \$1,000.00 for each offense.

(Code 2001, § 106-4; Ord. No. 15-09, § 2, 2-17-2015; Ord. No. 15-10, §§ 1, 2, 2-17-2015; Ord. No. 15-27, § 1, 11-3-2015; Ord. No. 16-07, § 1, 4-19-2016; Ord. No. 17-09, § 2, 6-6-2017; Ord. No. 17-23, § 2, 12-5-2017; Ord. No. 18-03, § 2, 1-16-2018; Ord. No. 20-08, § 1, 5-16-2020)

Sec. 106-5. Permits required under other chapters of this Code.

The following permits are required under the Code section noted:

- (1) Special permit allowing alcohol beverages in the streets: section 7-9;
- (2) Floodplain land use: section 16-60(2);
- (3) Block party: section 22-8(b);
- (4) Building materials in street: section 22-9;
- (5) Excavation: section 22-11;
- (6) Curb cut: section 22-15;
- (7) Sump pump installation: section 26-7(b);
- (8) Private well: section 26-13;
- (9) Water meter installation: section 26-14(b);
- (10) Post-construction runoff: section 28-18;
- (11) Pertaining to park use:
 - a. Goose patrol: section 30-2(d);
 - b. Authorizing possession of intoxicating liquor in park: section 30-2(h);
 - c. Park private vendor: section 30-2(j);
 - d. Boat ramp: section 30-4(h);
 - e. Use of park by private and public groups: section 30-6;
- (12) Pertaining to public trees:
 - a. Planting, removal, maintenance and protection of public trees: section 30-8(g);
 - b. Trim public trees: section 30-9(c);
 - c. Preventing access of air and water to public trees: section 30-9(e);
 - d. Planting trees on streets: section 30-11(a);
- (13) Soil erosion control: section 42-10;

- (14) Building: chapter 54;
- (15) Moving or razing structure: section 54-9;
- (16) HVAC: section 54-11;
- (17) Electrical: chapter 62;
- (18) Plumbing: chapter 66;
- (19) Chicken keeping: section 86-5;
- (20) Mobile home off mobile home park: section 90-3;
- (21) Mobile home parking: section 90-10;
- (22) Sign: chapter 14;
- (23) Solicitor/direct seller: chapter 114;
- (24) Room tax: section 134-1;
- (25) Parade: section 138-2.

(Code 2001, § 106-5; Ord. No. 15-01, § 1, 1-6-2015)

Sec. 106-6. Permits required under this chapter.

- (a) *Special events.* This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.
- (1) *Definitions.* The following words, terms and phrases, when used in this subsection (a), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
- High hazard event* means special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of 10,000 to 25,000 persons. High hazard events shall include, but not be limited to, events with more than 20 pounds of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, and team or individual sporting events.
- Low hazard event* means special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.
- Medium hazard event* means special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.
- Special hazard events* means special events involving severe exposure of spectators to hazards and/or crowd sizes in excess of 25,000 persons. Special hazard events shall include, but not be limited to, professional or collegiate sporting events, vehicle races and fireworks displays.
- (2) *Permit required.* No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the city clerk. The special event permit shall be in addition to any underlying permit requirement (i.e., parade permit; park use agreement).

-
- (3) *Exceptions.* This section shall not apply to funeral processions, to neighborhood block parties in compliance with section 22-8, or to a governmental agency acting within the scope of their governmental function.
- (4) *Application.*
- a. *Filing and contents.* An application for a special event permit shall be filed with the clerk not less than 60 days before the proposed date of the event on a form to be provided by the clerk unless the permit request is for First Amendment expression purposes, in which case the application shall be filed within seven calendar days of the event. The application shall set forth the following information:
 1. The name, address, and contact information of the person seeking to conduct such event.
 2. The names, addresses, and contact information of the event coordinator and the on-site contact.
 3. The date when the event is to be conducted.
 4. The hours such event will start and terminate, including set-up and take-down times.
 5. The event location or route to be traveled, the starting point, and the termination point, if applicable.
 6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.
 7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.
 8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
 9. Any additional information which the clerk finds reasonably necessary to a fair determination as to whether a permit should be issued.
 - b. *Late applications.* The clerk, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled. Late application fees for IRS 501(c) organizations shall be the regular special event application fee.
 - c. *Fees.*
 1. A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the city by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.
 2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the park board) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.
 3. Fees for services provided by the city for the event will be estimated by the city at the time of application. Events for which the estimated service fees are \$200.00 or less shall be billed for the services at the conclusion of the event. Events for which the estimated service fees are more than \$200.00 shall pay 50 percent of the estimated fees to the city clerk as a down payment at least 14 days prior to the start of the event. After the event, the city shall determine the actual service fees incurred and bill the applicant for those service fees less

the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof.

4. A cancellation charge shall be paid for events that are cancelled within 14 days of the scheduled start day of the event. The cancellation charge shall be based upon city costs incurred in preparing for the event prior to cancellation and shall be deducted from the service fee down payment referenced in subsection (a)(4)c.3 of this section. The minimum cancellation charge shall be \$100.00.

d. *Insurance and indemnification.*

1. *Insurance.* Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the city as an additional insured for the purposes of the special event. All policies of insurance shall provide the city not less than 30 days' notice of policy cancellation.
 - (i) Low and medium hazard events: \$1,000,000.00 per occurrence.
 - (ii) High hazard and special hazard events: \$2,000,000.00 per occurrence. Higher insurance limits may be required for particular high hazard events as determined necessary by the city attorney.
2. *Indemnification.* Permit holder shall indemnify and save and hold the city and all of its officers, employees and agents harmless from any and all injury that may occur to any party as the result of the event permitted. This provision is intended to indemnify and hold harmless the city to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permit holder shall maintain a general liability insurance policy on its event/operations as required in subsection (a)(4)d.1 of this section.

(5) *Additional city services.*

- a. If the special event will require more than the minimal use of any city equipment or services, the applicant shall pay a fee for such services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be the actual city personnel costs expended and/or fees as determined by resolution of the common council. Charitable organizations which have IRS 501(c) status shall be charged 50 percent of the established fee for events which start and stop within the corporate limits of the city; events which do not start and stop in the city are not eligible for a service fee reduction. As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional city services.
- b. No service fees shall be charged to IRS 501(c) applicants who do not collect any form of revenue, payment, entrance fee, application fee or cost sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness from event participants, patrons or event sponsors. This exception shall apply to all events occurring in 2016 and after.
- c. To ensure public safety for the event and the city, the city reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines) but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined in the sole discretion of the police/fire chief or their respective designee. Outside vendors may be retained for such services; however, city approval of such vendors and services shall be obtained prior to the event. If the use of outside public safety vendors is approved, the city may require that, in

Created: 2024-03-27 10:50:44 [EST]

(Supp. No. 1)

addition to the outside public safety presence, city personnel and/or equipment be present to manage any public safety event that may occur. The city reserves the right to reject any or all outside vendors for any reason or no reason.

- (6) *Standards for issuance.* The clerk shall issue the permit when, from a consideration of the application, consultation with other city departments as necessary, and from such other information as may otherwise be obtained, it appears that:
- a. The applicant has complied with all of the application requirements of subsection (a)(4) of this section.
 - b. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.
 - c. The conduct of the event will not require the diversion of so great a number of police officers or emergency medical personnel as to prevent normal public safety protection to the city.
 - d. The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection or ambulance service to areas in the vicinity of the event.
 - e. The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.
 - f. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.
 - g. The special event will not conflict or interfere with another special event for which a permit has already been granted.
 - h. There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.
 - i. Adequate sanitation or other necessary health facilities will be available at the event.
 - j. The conduct of the event is not reasonably likely to cause injury to persons or property.
 - k. The applicant has no history of noncompliance with any city or state regulation pertaining to the activities covered by this section.
- (7) *Action upon application.* The clerk shall provide written notice of the issuance or denial of the permit within 30 days of receipt of an application, unless the permit request is for First Amendment expression purposes within a public forum, in which case the written notification shall be provided within three days of application. If the application is denied, the notice shall state the reasons for the denial.
- (8) *Appeal procedure.* Any person aggrieved may appeal the denial of a special event permit as provided in section 106-2(g).
- (9) *Duties of permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- (10) *Event cancellation.* The city administrator or fire department battalion chief may cancel a special event, regardless of whether a permit has been issued or not, with or without prior notice, due to any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition which places facilities, grounds, or other natural resources at risk of damage or destruction if the event were allowed to take place. All fees paid prior to cancellation will be refunded to the permit applicant.

(b) *Encroachments/obstructions upon right-of-way and other property owned by city (non-park) and the redevelopment authority of the city.*

- (1) *General requirements.* Permission for encroachment or obstruction of city right-of-way or other non-park city or redevelopment authority owned property (herein, city-owned property), other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.
- a. Request for a revocable occupancy permit shall be in writing and made to the development services director, or in the director's absence, the city administrator/assistant city administrator (director).
 - b. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.
 - c. Each requestor shall provide proof of liability insurance in such limits as approved by the city attorney, which policy of insurance shall name the city and, if applicable, the redevelopment authority of the city as an additional insured thereunder for the purposes of the activity allowed in the permit.
 - d. Revocable occupancy permits for encroachments/obstructions on right-of-way shall comply with Wis. Stats. § 66.0425.
 - e. Each request shall be reviewed by the director for compliance with state, federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the director determines the request meets those requirements and all other requirements of this section, the city attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the director or such conditions as may be required under this Code or state or federal laws. Following execution of the permit by the applicant, it shall be executed by the planning director on behalf of the city.
 - f. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.
- (2) *Specific permits.*
- a. *News boxes.* In addition to meeting the requirements of subsection (b)(1) of this section, requests for placement of news boxes upon city right-of-way or other city property (non-park) shall meet the following:
 1. Adequate pedestrian passageway shall be maintained.
 2. No chaining, bolting, or other means shall be used to attach a news box to any property within public right-of-way without prior express written permission of the property owner.
 3. News boxes shall be maintained in a safe, neat, and clean condition at all times. Any graffiti placed upon such boxes shall be removed within 24 hours of notice to permit holder.
 4. The news box shall be no larger than 52 inches times 34 inches times 20 inches (height times width times depth).
 5. Minimum adequate open space shall be provided as follows:
 - (i) At least two feet behind any curb face;
 - (ii) At least three feet behind any curb face at any place where parking is prohibited or stopping, standing or parking is restricted;

-
- (iii) At least five feet from any driveway, fire hydrant, emergency facility or bus shelter opening;
 - (iv) At least 15 feet between news boxes and police or fire station driveway, railroad track and marked or unmarked crosswalk.
 - 6. No news box shall remain empty of current publications for more than 14 consecutive days.
 - 7. Allowable advertising, other than the name of the publication, shall appear only once, shall be on the side of the news box facing away from the street, and shall not exceed 18 inches by 18 inches.
 - b. *Sidewalk cafe permit.* In addition to the requirements of subsection (b)(1) of this section, requests for a cafe permit for use of city right-of-way or other city property (non-park) shall meet the following:
 - 1. *Definitions.* The following words, terms and phrases, when used in this subsection (b)(2)b, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - Class B license* means such alcohol beverage license as is issued by the common council allowing the sale and consumption of alcohol beverages on a licensed premises.
 - Sidewalk cafe* means any group of tables, chairs, benches, or partitions maintained upon the city's right-of-way or public sidewalks and walkways for use directly adjacent to an establishment with a valid restaurant license.
 - 2. *Sidewalk cafe permit.*
 - (i) Any sidewalk cafe permit applicant seeking to serve alcohol beverages in the sidewalk cafe shall make separate application to amend the applicant's "Class B" license to conform with the location of the sidewalk cafe.
 - (ii) Outdoor furniture and equipment.
 - A. All tables, chairs and other materials and equipment placed on the permitted area for operation of the sidewalk cafe shall be portable and shall not be permanently affixed to the surface of the permitted area.
 - B. All outdoor furniture and equipment shall be removed from the permitted area before the close of business and not returned to the permitted area until the usual and customary opening of the sidewalk cafe each day. A permit applicant may request to be exempt from this section, which must be indicated on the permit application. Such requests are subject to the approval of the director of public works and the director of development services or their designees. If the request is approved, all furniture and equipment left outside overnight shall be stacked and secured in a single location against the permittee's building in a manner that prevents the furniture and equipment from being removed from the permitted area. An exemption shall not be approved under this section if requested in an area where the city has invested in beautification efforts.
 - c. *Construction staging purposes.* The director of public works or, in his/her absence, the city engineer (collectively public works director), may issue a revocable occupancy permit as meets the requirements of this section allowing for the temporary use of city right-of-way or other city

property for construction staging purposes. The public works director may set a reasonable fee for the privilege of such permit.

- (c) *Encroachments/obstruction upon park property.* Permission for encroachment or obstruction of city-owned park property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.
- (1) Request for a revocable occupancy permit shall be in writing and made to the director of parks, recreation and forestry, or in the director's absence, to the city administrator/assistant city administrator (park director).
 - (2) Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.
 - (3) Each requestor shall provide proof of liability insurance in such limits as approved by the city attorney, which policy of insurance shall name the city as an additional insured thereunder for the purposes of the activity allowed in the permit.
 - (4) Each request shall be reviewed by the park director for compliance with state, federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the park director determines the request meets those requirements and all other requirements of this section, the city attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the park director or such conditions as may be required under this Code or state or federal laws. Following execution of the permit by the applicant, it shall be executed by the park director on behalf of the city.
 - (5) Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.
- (d) *Special variance permit for noise regulation exceedance in conjunction with outdoor entertainment incidental to primary business activity.* Permission to exceed noise regulation limitations found in in conjunction with outdoor entertainment incidental to the primary business activity on premises which is not covered by any other permit issued by any city department shall be allowed only by permit issued by the health director as provided in this section.
- (1) Application shall be made in writing to the health director. Such application shall include the following information:
 - a. Name, address and contact information of requestor;
 - b. Date and location of the outdoor entertainment event;
 - c. The time of date the entertainment is expected to begin and end;
 - d. A description of the proposed entertainment, including name of performing group and explanation regarding requestors belief that the performance will exceed the noise limits set forth by the city;
 - e. Reason permit is being requested, including steps to minimize noise; and
 - f. Such fee as is determined by resolution of the common council shall accompany the application.
 - (2) No permit may be issued if any conditions of a similar permit issued for the premises in the previous 12 months were violated or not met.
 - (3) No permit will be granted to allow noise regulation exceedances to continue past 11:00 p.m.

-
- (4) Permits will be issued under this section only for occasional, periodic or sporadic public entertainment noise exceedances. No more than four specific events may be requested in a single permit application.
- (5) The permit requestor shall notify all immediately adjacent property owners of any permit being granted under this section prior to the event.
- (6) All permits issued shall be conditioned upon the following:
- a. If sound amplification is to be used, it shall be positioned so as to face away from residential properties; and
 - b. Any amplified sound shall be maintained at a reasonable level and shall not interfere with other's enjoyment of the neighborhood.
- (7) Appeal of a permit denial shall be as provided in subsection (e) of this section except that the appeal shall be to the board of health.
- (e) *Appeal.*
- (1) In the event an application for a revocable occupancy permit under this section is disapproved, the applicant shall be informed in writing within ten days of application of the reasons for disapproval. The applicant or any interested party may appeal the disapproval decision to the board of public works in the case of disapproval issued by the development services director or the public works director or may appeal the park director's decision to the board of park commissioners.
 - (2) Any such appeal shall be made within ten days of notice of disapproval. The appeal must be in writing and must state the reasons why the applicant believes the decision to be in error. Failure to state the reasons why the decision is in error shall result in automatic approval of the denial without further action.
 - (3) Within 20 days after receipt of the appeal, the proper board shall hold a hearing which substantially complies with the conduct hearing requirements of Wis. Stats. § 68.11(2). Within 20 days after the hearing, the board shall issue a written decision which shall affirm, reverse or modify the determination. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. § 68.13.
- (f) *Fee.* The fee for revocable occupancy permits issued under this section, other than for construction staging purposes, shall be as determined by resolution of the common council.
- (g) *Fireworks and pyrotechnics display.*
- (1) Pursuant to Wis. Stats. § 167.10, the mayor delegates to the fire chief or the chief's designee the authority to issue permits for the use within the city of those classes of fireworks or pyrotechnics for display within the city. No permit shall be issued to a person under the age of 18 years.
 - (2) No person shall possess or use fireworks or pyrotechnics for which a permit is required without such permit.
 - (3) Application for a permit shall be to the fire chief not less than 15 days in advance of the date of the display.
 - (4) Permittee shall save and hold the city harmless from any and all injury that may occur to any party as the result of permittee's use of fireworks/pyrotechnics for display within the city. This provision is intended to indemnify and hold harmless the city to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than \$2,000,000.00 per occurrence and shall produce a certificate of insurance

demonstrating to the satisfaction of the city that the city is named as an additional insured for the purposes of the permit.

- (5) Permittee shall comply with all requirements of Wis. Stats. § 167.10 and the current edition of the National Fire Protection Association Standard 1123 and all municipal ordinances in the handling of the fireworks/pyrotechnics.

(Code 2001, § 106-6; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 15-05, §§ 1, 2, 1-20-2015; Ord. No. 15-11, §§ 1, 2, 3-17-2015; Ord. No. 15-21, §§ 1, 2, 7-7-2015; Ord. No. 15-23, §§ 1, 2, 7-21-2015; Ord. No. 16-03, §§ 1—5, 1-19-2016; Ord. No. 16-13, § 1, 8-2-2016; Ord. No. 16-33, § 1, 12-20-2016; Ord. No. 19-23, §§ 2, 3, 11-19-2019; Ord. No. 19-31, §§ 1, 2, 12-17-2019; Ord. No. 21-12, § 1, 5-18-2021; Ord. No. 21-13, §§ 1, 2, 6-15-2021)

Sec. 106-7. Penalties.

Any person who violates this chapter shall be subject to such forfeiture as determined by resolution of the common council. Each act of violation and each day upon which a violation occurs or continues constitutes a separate offense.

(Code 2001, § 106-7; Ord. No. 15-11, § 3, 3-17-2015)