# Board of Health

**Regular Meeting**

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

## Agenda

**Monday, March 16, 2015** **5:15 PM** **Riverview Conference Room**

Pursuant to Wisconsin Statutes 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 **March 16, 2015** at **5:15 PM** in the **Riverview Conference Room, 335 South Broadway Street, De Pere, WI 54115.**

I. Call to Order

1. Roll Call
2. Approval of the November 17, 2014 minutes
3. 2014 Community Health Needs Assessment Executive Summary
4. 2014 Annual Report
5. 2014 Community Health Improvement Plan Annual Report
6. Weights and Measures Fee Formula Results 2015-2016
7. DHS-Food, Safety, Regulation and Licensing Contract*
8. DATCP-Retail Food Contract*
9. Sanitarian Program Update
10. YTD Health Hazard/Nuisance Complaints
11. YTD Communicable Disease Report
12. Outreach/Prevention Activities
13. Public Comment on matters not on the Agenda
14. Future Agenda items
15. Adjourment

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

Agenda Sent To:
Alderpersons
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:** **March 16, 2015**

**DEPARTMENT:** **Health Department**

**FROM:** **Chrystal Woller**

**SUBJECT:** **Approval of the November 17, 2014 minutes**

**ATTACHMENTS:**

- Minutes_11 17 2014 (PDF)

BOARD OF HEALTH MEETING

CITY OF DE PERE, WISCONSIN – November 7, 2014

The Board of Health of the City of De Pere, Wisconsin, met in regular session in the Riverview Conference room at City Hall, on Monday, November 17, 2014 at 5:15 p.m.

1. Roll call was taken and the following members were present: Mike Donovan, Pat Finder-Stone, Jim Kneiszel, Dr. Michael McHenry, Dennis Hibray, Dr. Erdman, Erin Bongers, Chrystal Woller, and Diane Yashinsky (recording secretary). Also present was Christina O'Connell, nursing student at UWGB.

2. Approval of September 15, 2015 meeting minutes.
Jim Kneiszel made a motion, seconded by Dr. McHenry to approve the minutes of the September 15, 2014 Board of Health meeting. Upon vote, motion passed unanimously.

3. Sanitarian Update
An offer was made today to a qualified candidate who has a sanitarian license with experience. We are waiting to see if that offer has been accepted.

4. Health Hazards.
There have been 40 complaints year to date. Since the last meeting there has been a mold complaint and someone without electricity who needs it because of a health risk. There was a filthy apartment with cat waste and that has been cleaned up. There was also a noise complaint that was unfounded. Mike Donovan made a motion, seconded by Pat Finder-Stone to accept the report and place it on file. Upon vote, motion passed unanimously.

5. Smoking and revocable occupancy permits issued for outdoor/sidewalk cafes
City Attorney Judy Schmidt-Lehman revised the current ordinance that was in place. The State smoking ban enacted in 2010 restricts the City's ability to ban smoking in these places outright but the people in charge of the establishment can designate a place outside within reasonable distance from the entrance of the establishment for smoking. We can adopt a signage ordinance for the smoking area. Chrystal thought that the Building Inspection department would be enforcing the signage portion, but would have to confirm. Mike Donovan made a motion to accept as drafted and pass on to the council, but to give Chrystal time to work with the City Planner before it goes to council. Motion was seconded by Dennis Hibray. Upon vote, motion passed unanimously.

6. YTD Communicable Disease Report
Chlamydia had the most incidents, which is not uncommon. There was one case of an AFB smear positive which was a suspect TB test. There are 4 mumps cases shown but these were all suspect cases, not confirmed mumps. Dr. McHenry made a motion to accept this report and place on file, seconded by Dennis Hibray. Upon vote, motion passed unanimously.

7. 2015 DPH Consolidated Contract
This contract is for money we get from the Department of Health Services office in Madison. Chrystal consulted with the City Attorney and there is not a need to take this to council because it is a similar agreement that is received annually. This was documented accordingly in resolution. This contract shows what grant monies we do get in. The Maternal Child Health program was increased because we have been seeing more children living in poverty throughout the state. There is a childhood lead program for education/awareness activities. Home assessment and abatement is conducted if the lead levels are high enough. New in the grant funding totals, is the radon outreach program. We received $2500 to do outreach and education for radon and to hand out test kits. In 2015, the radon fees will be waived until the grant money allocated for that supply is gone.

Dennis Hibray made a motion, seconded by Jim Kneiszel, to accept the report and place it on file. Upon vote, motion passed unanimously.

8. 2015/2016 Health Department Fee Schedule

There was a 10% increase across the board on all fees. If there was an odd number, it was rounded up on the public health fees. Only one area couldn't be increased by 10% and that was the yearly weights and measures because the fee is based on a formula that is used. Dr. McHenry made a motion, seconded by Dennis Hibray to approve the report. Upon vote, motion passed unanimously.

9. 2014 Community Health Needs Assessment Update

There were 63 people in attendance and some attendees had concerns with some of the data utilized for the assessment. The state template (core data set) was utilized for data sources. Other community collaborative organizers mentioned that the data/stakeholder response was better than the last time which was 3 years ago. The assessment was very intensive and had very quick discussions; it was titled "Data in a Day". The four health priorities that rose to the top during this assessment:

- Alcohol and drug abuse
- Oral health
- Mental health
- Physical activity and nutrition

Thank you to Pat Finder-Stone and Mike Donovan for participating in the assessment process. Dr. Erdman suggested we start formulating some plans to utilize some of the St. Norbert College medical students starting next September. Each student has to do some community outreach in order to graduate and we should think about what these students could do for projects. Dr. Erdman is going to supply Chrystal with the dean's name at SNC to contact for this.

10. Outreach/Prevention Activities

Since mid-September:

- Erin Bongers staffed a community car seat installation event with other collaborating partners throughout Brown County.
- The news media covered one of the City of De Pere's car seat installation clinics held in collaboration with the City of De Pere Fire Dept.
- The news media conducted a live interview on the importance of flu vaccination with Chrystal.
- The news media did a story on influenza vaccination and attended one of the Department's mass clinics.
- There was an Ebola tabletop discussion done with the activated members of the EOC Team to include: the Fire Chief, Police Chief, and Dr. Stroman (EMS Medical Advisor) of Aurora Baycare. Additionally, the Health Department was invited to speak at SNC to talk on Ebola and other communicable diseases but that has been postponed.
- Ellen Moore of the Health Department sits on the Food and Nutrition committee within our current Community Health Improvement Process. She and others are trying to get people to donate healthier foods to the food pantries, so she outreached to all churches in De Pere to educate them on the "Food Drive Five".
- Ellen assisted in a "Walk to School" Day in collaboration with community partners. The Mayor was also present at this event.
- Erin has been QPR certified to train others in identifying signs of suicide. QPR stands for Question, Persuade, Refer.
- In October, Erin also provided education at the library for parents and grandparents on vaccinations and influenza.
- The Department staff conducted a mass clinic at the De Pere School District Health Fair.
- Erin and the UWGB student conducted a hand washing education session at West De Pere.

11. Public comment on matters not on agenda.
Dennis Hibray thanked the group for having him join the Board. Dennis worked for the Division of Public Health for 28 years and has recently retired.

12. Future Agenda Items

13. Adjournment
Upon motion by Jim Kneiszel, seconded by Pat Finder-Stone, the Board of Health unanimously adjourned at 6:08 p.m.

Respectfully submitted,
Diane Yashinsky
Recording Secretary

**City of De Pere, Wisconsin**

## Request For Board of Health Action

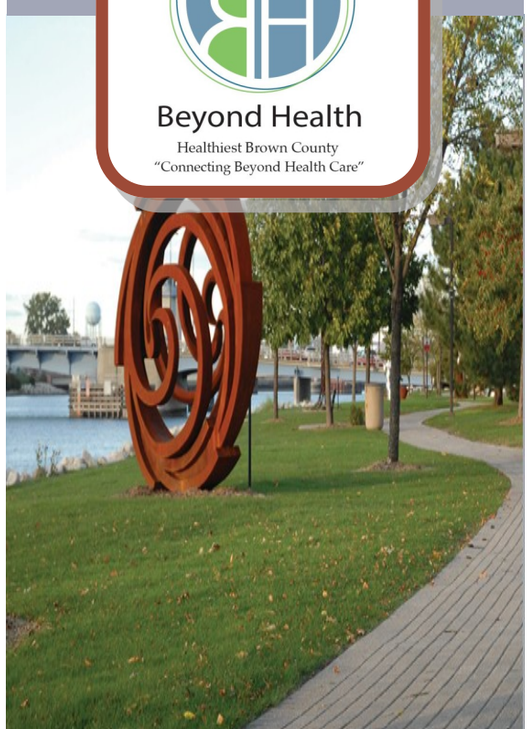
| | |
|---|---|
| **MEETING DATE:** | **March 16, 2015** |
| **DEPARTMENT:** | **Health Department** |
| **FROM:** | **Chrystal Woller** |
| **SUBJECT:** | **2014 Community Health Needs Assessment Executive Summary** |

**ATTACHMENTS:**

- 2014 Community Needs Assessment_FINAL (PDF)

2014

# Community Health Assessment Summary Report




2014

## Community Health Needs Assessment Overview


©Matt Biddulph


© Greg Foster

### Beyond Health

**"Beyond Health"** is a collaboration between Brown County Public Health, City of De Pere Public Health, Aurora Health Care, Bellin Health, St. Mary's and St. Vincent Hospitals (HSHS), and Brown County United Way. This partnership was formed to improve the health of Brown County residents by conducting periodic community health needs assessments and leading community-wide action planning teams. In November 2014, the **CHIP Steering Committee** brought together community stakeholders to review and discuss community health data based on the health focus areas cited in Healthiest Wisconsin 2020. The community stakeholders provided their knowledge and expertise in various Healthiest Wisconsin 2020 focus areas and assessed the community's needs and opportunities. After these stakeholders were presented with the community health assessment data, they were given the opportunity to select health priority needs for Brown County.

2014

## Community Health Needs: What's Next?

**Four health priorities** were identified at the 2014 Community Health Needs Assessment Summit. They were selected from the Healthiest Wisconsin 2020 health focus areas. Brown County's four health priorities are:

- **Alcohol misuse**
- **Oral health**
- **Mental Health**
- **Adequate, appropriate, and safe nutrition**

Everyone Living Better, Longer
Healthiest Wisconsin 2020

The **Community Health Improvement Plan** is a partnership among individuals, families, and organizations dedicated to improving the health of Brown County. Four planning groups of diverse community members will meet regularly to develop a health plan with goals and objectives for each of the four priority health needs. The CHIP Steering Committee will meet to review the progress of the implementation teams. The health improvement plan will be published early in 2015. To obtain a copy, please contact the Brown County or De Pere Health Departments.

## Partners: 2014

Achieve Brown County: Adam Hardy
Aging & Disability Resource Center: Meredith Hansen, Jane Walton
Aurora Baycare Medical Center: Amy Jerdee
Bay Area Community Council: Bob Woessner
BC Planning and Land Svcs Dept: Dan Teaters
Bellin College: Kathie DeMuth
Bellin Health: John Rocheleau, Christopher Elfner, Jody Wilmet, Laura Hieb, Laura Cormier, Sharla Baenen
Brown County Executive Office: Troy Streckenbach
Brown County Community Treatment Center: Tina Cazzola
Brown County Health Department: Chua Xiong, Deborah Armbruster, Judy Friederichs, Patti Smeester, Rob Gollman, Stacy Ross
Brown County Human Services: Mary Miceli-Wink
Brown County Oral Health Partnership: Carrie Stempski
Brown County United Way: Ashley VandenBoomen, Greg Maass, Howard Endow, Jill Sobieck, Sarah Inman
Brown County UW Extension: Karen Early
Catholic Charities: Celia LaTour
Center for Childhood Safety: Kimberly Hess
City of De Pere Board of Health: Mike Donovan, Patricia Finder-Stone (LWVGGB, BACC)
Community Volunteers: Rose Smits
De Pere Health Department: Chrystal Woller, Erin Bongers
ElizK Insurance: Elizabeth Kostichka
Greater Green Bay Chamber: Grant Dvorak
Greater Green Bay YMCA: Sandy Atkins
Hospital Sisters Health System: Heidi Selberg, Patti Glaser-Martin, Kaitlin Swanson
HSHS St. Mary's Hospital Medical Center: Elaine Doxtator
HSHS St. Vincent Hospital: Caroline Glander, Donna Boehn
Libertas: Barbara Coniff
Live54218: Jen Van Den Elzen, John Dye, Melinda Morella
N.E.W. Community Clinic: Bonnie Kuhr, Catherine Therrien, Seth Moore, Jamie Campbell
N.E.W. Curative Rehabilitation: Steve McCarthy
Northeast Wisconsin Technical College: Scott Anderson
Prevea Health: Angela Raleigh
Schneider National: Christine Schneider
St. Nicholas Hospital: Mary Paluchniak
State of Wisconsin– Division of Public Health: Elizabeth Scheelk
Unified School District of De Pere: Margie Hempel
University of Wisconsin– Green Bay: Leanne Zhu, Christine Vandenhouten, Thomas Erdman, Sarah Himmelheber
West De Pere School District: Dawn Schaefer

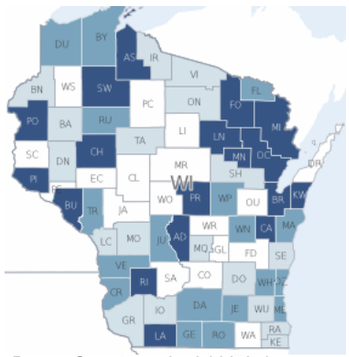
**For more information, contact:**
**Chua Xiong,**
***Brown County Health Department***
**920. 448.64**

**Chrystal Woller,**
***City of De Pere Health Department***

## Alcohol Misuse

**Wisconsin** has the highest rates of binge drinking in the nation. Annual alcohol consumption in the state is **28%** higher than the national average.

*Source: UW Population Health Institute*

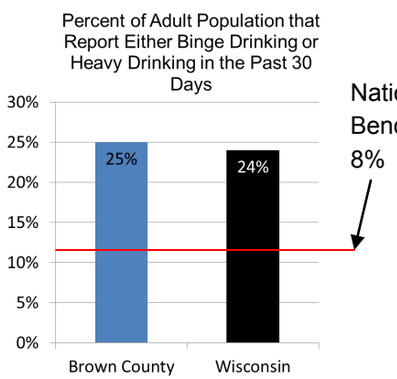


**56%** of all motor vehicle deaths in Brown County between 2008 and 2012 were related to drunk driving.

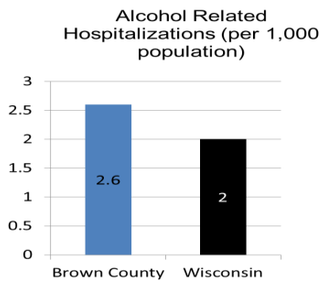
*Source: 2014 WI County Health Rankings*

*Brown County ranked **63/72** in percentage of alcohol-related driving deaths in 2014.*

### Binge Drinking




National Benchmark: 8%



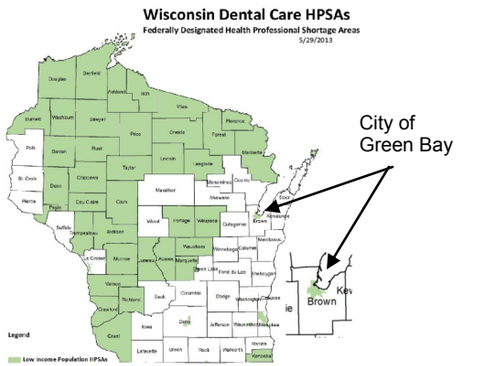

*Source: 2014 County Health Rankings*

## Oral Health

### Lack of Access to Preventive Dental Care

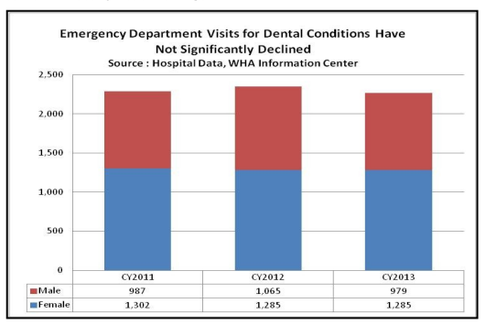
- Increases rates of oral disease
- Is more common in WI among those who are underinsured or on medical assistance
- Is related to education level, income, race, and ethnicity

### Green Bay is a Federally Designated Dental Health Professional Shortage Area




**24%** of Brown County residents have not seen a dentist in the past 12 months.

*Source: 2014 WI County Health Rankings*




*Source: WI County Oral Health Surveillance System*

**53%** of Wisconsin third graders have caries experience (treated or untreated tooth decay).

**18%** of Wisconsin third graders have untreated decay in at least one primary tooth.

*Source: 2013 WI Healthy Smiles/Healthy Growth*

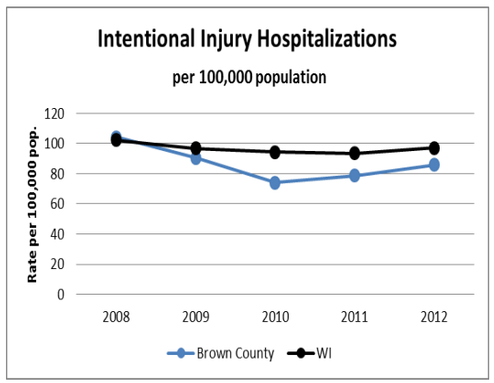
## Mental Health

**Mental health disorders** are the leading cause of disability in the U.S.

In any given year, **13 million** Americans have a serious mental illness.

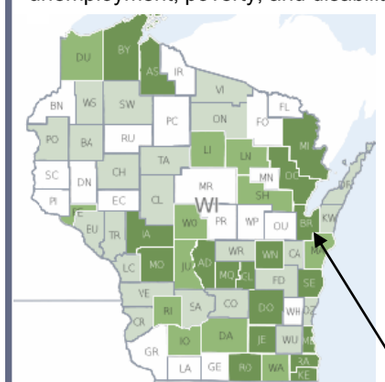
In 2012, **6.9%** of Americans over 18 experienced an episode of major depression.

**Suicide** remains the **9th** leading cause of death in Brown County. Suicide rates across the U.S. rose 18.3% between 2000 and 2011.




*Source: DHS WISH system, Healthy People 2020 Mental Health*

In 2014, Brown County residents reported an average of **3.2** **poor mental health days** per month. Counties with more mentally unhealthy days are more likely to have increased unemployment, poverty, and disability.



Darker shaded counties report more mentally unhealthy days per month. Brown County ranked **58/72** for quality of life in 2014.

*Source: 2014 WI County Health Rankings*

## Adequate, Appropriate, and Safe Nutrition

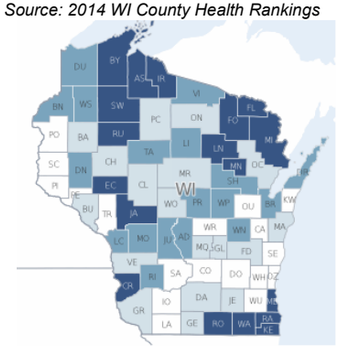
### Wisconsin Dietary Habits

**78.3%** of Brown County adults eat **less** than five servings of fruits and vegetables per day.

**6%** of Brown County residents reported limited access to healthy foods in 2014. Living in a food desert is linked to increasing rates of obesity.

**11%** of Brown County residents reporte low levels of food security in 2014.

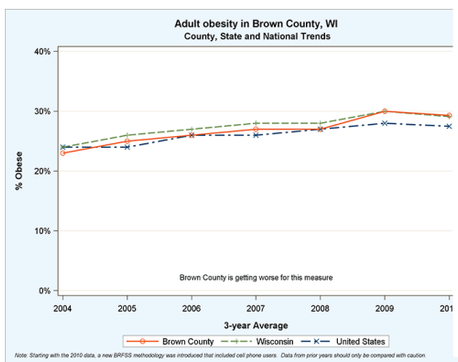
*Source: 2014 WI County Health Rankings*



Brown County's food environment index ranked **44/72** in 2014. This rating measures food access and food insecurity.

### Obesity

**29%** of Brown County adults are obese. The Green Bay metropolitan area was recently named one of the top ten most obese cities in the U.S.




*Source: 2014 WI County Health Rankings, 2014 Gallup-He*

**City of De Pere, Wisconsin**

## Request For Board of Health Action

**MEETING DATE:** **March 16, 2015**

**DEPARTMENT:** **Health Department**

**FROM:** **Chrystal Woller**

**SUBJECT:** **2014 Annual Report**

**ATTACHMENTS:**

- 2014 Annual Report (PDF)

# De Pere Health Department Annual Report

Public Health
Prevent. Promote. Protect.
De Pere Health Department

2014

335 S. Broadway, De Pere, WI 54115 (920) 339-4054

# Table of Contents

# Message from the Director

It has been an exciting and busy year for the De Pere Health Department! Highlights of the year include the successful completion of: the agency's first ever strategic plan, the five-year state review of local health departments and the completion of the Community Health Assessment. Within the 2014 annual report, you will see how the 10 essential services of public health were accomplished through the hard work and dedication of the health department staff, the Board of Health and Common Council, City Administration, State Public Health experts, the medical community, schools, local businesses and non-profit organizations. As always, I look forward to another great year working alongside our partners in public health to carry the department's newly revised mission: *to protect and promote public health across a lifespan through: education, policy development and valued services.*

In good health,

Chrystal Woller BSN, RN
Director/Health Officer
De Pere Health Department

# Health Department Board of Health and Staff

## Board of Health Members

**Michael Donovan, Chair – Alderperson**

**Jim Kneiszel– Alderperson**

**Dr. Michael McHenry – Citizen Member**

**Dennis Hibray – Citizen Member**

**Patricia Finder-Stone, MS, RN - Citizen Member and Nurse**

**Dr Richard Erdman-Medical Advisor**

## Director/Health Officer

**Chrystal Woller BSN, RN**

## Public Health Nurses

**Ellen Moore BSN, RN**

**Erin Bongers BSN, RN**

## Support Staff

**Julie Switzer**

## Environmental Health Sanitarian

**Dale Schmit MPA, BS, RS (12/30/14 – present)**

**The health department's vision is: "De Pere: a community where healthy people live, learn, work and play"**

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

Public Health
Prevent. Promote. Protect.
De Pere Health Department

# De Pere Health Department
# Organizational Chart

**City of De Pere Residents**

De Pere Common Council — Mayor

City Administrator

Chrystal Woller BSN, RN----------City of De Pere Board of Health
Health Department Director

**Support Staff**
Julie Switzer (.8 FTE)

**Public Health Nurse**
Ellen Moore BSN, RN (.6 FTE)
Erin Bongers BSN, RN (1 FTE)

**Environmental Health Staff**
Dale Schmit MPA, BS, RS Registered Sanitarian (1 FTE)

# Essential Service 1: Monitor health status to identify and solve community health problems

**Background:** Essential Service 1 activities include assessing the health status of the community through formal and informal needs assessments and data analysis. De Pere Health Department (DPHD) collaborates with a diverse group of community partners to address community health problems. In this section, community health improvement planning and leading health indicators are utilized to determine the top health focus areas that are highlighted.

## Community Health Improvement Planning (CHIP)

The Brown County/De Pere Community Health Needs Assessment was conducted and completed in November 2014. Health data was analyzed and stakeholders chose health priorities to focus on collectively. From this assessment, stakeholders identified four health priorities to work on in the next 3 years. The four health priorities include: Alcohol and Other Drug Abuse, Mental Health, Nutrition and Physical Activity and Oral Health. A revised 2015-2017 Community Health Improvement Plan will be published early in 2015, highlighting the goals, objectives and strategies of each prioritized health focus area.

In 2014, staff continued to actively participate within all of the previous three identified workgroups as well as on the Steering Committee. For a more detailed summary of the Community Health Needs Assessment and the Community Health Improvement Plan, visit our website to obtain your electronic copy.

## *2014 Outcomes:*

## Alcohol and Other Drug Use

**Goal 1**

By 2014, 70% of all primary care providers in Brown County and De Pere will incorporate an alcohol, depression, and substance abuse screening tool for patients over 18 years of age.

**2014 Coalition Successes:**

- Local health systems participated in piloting alcohol, drug and depression screening by incorporating the screenings into the annual physicals.

**Goal 2**

By 2015, the incidence of binge drinking in accordance with county health rankings will decrease from 27% to 25%.

**2014 Coalition Successes:**

- Collaborated with Heroin Task Force and the Brown County Drug Alliance to discuss common goals/objectives.
- Collaboration with the Tavern League
- Presentations were conducted throughout the community related to the impact of alcohol and drug misuse.

- Pharmacy card initiative was implemented focusing on customer education/community resources.
- Hosted a public policy breakfast at St. Norbert College educating stakeholders/elected officials on alcohol misuse and best-practice policies for municipalities.
- Educated elected officials on alcohol related ordinances at license committee meetings (De Pere and Green Bay).
- Revised and disseminated safe serving for special events brochure.
- ***Current reported binge drinking rate: 25% (county health rankings)***

**Goal 3**

Zero deaths from alcohol induced traffic fatalities by 2020.

**2014 Coalition Successes:**

- The OWI taskforce continues with sobriety checks. Preliminary statistics for 2014 account for 3 alcohol related traffic fatalities.
- Local media coverage related to impact of alcohol and drugs.

## Adequate, Appropriate and Safe Food and Nutrition

**Goal 1**

From 2012-2015, reduce the barriers and accelerate the use of WIC Farmer's Market Nutrition Program (FNMP) vouchers and Wisconsin Quest card from Food Share Electronic Benefits Transfer (EBT) system for low income residents of Brown County.


**2014 Coalition Successes:**

- Doubled sales from EBT customers.
- Doubled the amount of families using EBT at the markets.
- Increased the number of repeat visits by EBT customers.
- Implemented a "Text Alert" program to assist EBT and WIC customers.
- Summer 2014 - Expansion of the EBT program and education was supported by the Basic Needs Partnership Fund through the Greater Green Bay Community Foundation.
- Secured additional sponsorship for Double Your Bucks incentive from United Healthcare.
- DPHD collaborated with Live 54218 to coordinate expansion of EBT to De Pere Chamber sponsored farmer's markets.

**Goal 2**

From 2012-2015, improve the food choices offered by food pantries, increasing the percentage of healthy* food options and reducing the amount of low-nutrient foods. (*as defined by dietary guidelines)

**2014 Coalition Successes:**

- Developed and promoted public education message "Food Drive Five." Promoting donations to include: protein foods, fruits, whole grains, colorful veggies and soups with protein & veggies.
- Collaborated with "Scouting for Food" food drive. Printed "Food Drive Five" message on donation bags.

- 22% Increase in overall food donations at "Scouting for Food."
- 14% Increase in vegetable donations between 2012 and 2014.

## Oral Health

### Goal 1

By 2015, reduce the number of oral health related emergency room visits by adults.

**2014 Coalition Successes:**

- Disseminated dental hygiene kits for distribution in local Emergency Departments.
- Identified and implemented strategies to women aged 18-44, who are the largest group of Emergency Room dental patients.
- Implemented the basic screening survey questions in primary care practices.
- Developed and disseminated referral materials for primary care practices.

### Goal 2

By 2015, improve the oral health services available for Medicaid patients.

**2014 Coalition Successes:**

- Planned and supported Mission of Mercy event that was hosted in Brown County providing access to free dental care.
- Worked with the local oral surgeon groups to provide voluntary services at NEW Community Clinic dental clinic beginning September 2014.
- Collaborative dental clinic at NWTC was one of two recipients of the 2014 WHA's Global Partnership Community Partnership Award. The award's goal is to provide recognition, financial support and public awareness of a community health initiative or project, created in partnership with a WHA hospital member, which successfully addresses a documented community health need through creativity, innovation, partnership, and collaboration.

## Essential Service 2: Diagnose and investigate health problems and health hazards in the community

**Background:** Essential Service 2 includes provision of epidemiological identification of emerging health threats, human health hazards, and active investigation of infectious disease and prevention of vaccine preventable disease through immunization. The following programs/ activities are highlighted in this section: Seasonal influenza, communicable disease control, immunization program, lead poisoning prevention, human health hazard control and radon programs.

## Seasonal Influenza

DPHD was able to obtain the quadrivalent flu vaccine which protects against two influenza A viruses and two influenza B viruses. The quadrivalent vaccine was offered in an injectable form as well as nasal spray. The health department administered both privately purchased vaccine and state supplied vaccine for children influenza vaccine. Vaccine for children supplies can now only be utilized for children without health insurance, children with Medicaid/state-sponsored

insurance, children that have private insurance-but no coverage for vaccine or those who are Alaskan Native/Native American (outside of mass clinics).

## *2014 Outcomes*:

- **585** total influenza vaccinations were given in 2014. **392** of those influenza vaccinations were given in a mass clinic setting.
- The health department sponsored a billboard on Main Ave. increasing public awareness/promoting adolescent immunizations. The weekly views of this billboard were estimated at **63,835**.


## *Mass Clinics*

In response to the CDC recommending that all school-age children be vaccinated against influenza in the 2014-15 school year, the DPHD held four flu vaccination clinics in the month of October. Between 2013 and 2014 the health department increased the people served in a mass clinic setting by 58%.

**Clinic 1:**
***101*** *vaccinations given*
Date: October 15, 2014
Location: De Pere Health Department

**Clinic 2:**
***98*** *vaccinations given*
Date: October 21, 2014
Location: De Pere Health Department

**Clinic 3:**
***88*** *vaccinations given*
Date: October 27, 2014
Location: De Pere Health Department

**Clinic 4:**
***105*** *vaccinations given*
Date: October 21, 2014
Location: De Pere Health Department

| | 2013 | 2014 |
|---|---|---|
| **Mass Clinic 1** | 88 | 101 |
| **Mass Clinic 2** | 74 | 98 |
| **Mass Clinic 3** | --- | 88 |
| **Mass Clinic 4** | --- | 105 |
| **Total** | **162** | **392** |

| Immunization | 2013 | 201 |
|---|---|---|
| *DtaP* | *4* | *5* |
| *Pediarix (DtaP, Hep B, Polio)* | *9* | *5* |
| *Kinrix (DtaP/Polio)* | *4* | *10* |
| *Hep A (peds)* | *39* | *37* |
| *Hep A (adult)* | *26* | *13* |
| *Hep B (ped)* | *10* | *8* |
| *Hep B (adult)* | *76* | *43* |
| *Haemophilus Influenza B (Hib)* | *7* | *7* |
| *Human Papilloma Virus (Gardasil)* | *57* | *54* |
| *Influenza (peds)* | *252* | *411* |
| *Influenza (adult)* | *109* | *174* |
| *Meningococcal Vaccine* | *33* | *39* |
| *Measles, Mumps, Rubella* | *15* | *17* |
| *Pneumococcal (PCV13)* | *8* | *7* |
| *Polio* | *12* | *6* |
| *Rotavirus* | *5* | *4* |
| *Tetanus* | *4* | *4* |
| *Tetanus/Pertussis* | *70* | *68* |
| *Varicella* | *16* | *25* |
| *Total* | ***756*** | ***93*** |

## Immunization Program

The DPHD makes every effort to reduce or eliminate indigenous cases of vaccine preventable disease through vaccine administration, education and outreach. The health department's vaccine administration program promotes and provides adult and childhood immunizations to those who are eligible. The health department staff also works closely with private and public schools to assure compliance with the Wisconsin Student Immunization Law.

### *2014 Outcomes*:

- On average, **94%** of school-aged children were in compliance with the required school vaccinations.
- As of December 31st, 2014 **81%** of children were up-to-date with recommended vaccinations by *24 months* of age. **86%** were late-up to date.
- The DPHD administered **937** vaccinations in 2014.
- Although not an immunization, Tuberculin Skin Testing is a common clinical service provided by a local health department in an immunization clinic setting. **78** TB skin tests were provided to individuals who identified a need for screening based on school status, employment or travel requirements.

| | 2013 | 2014 |
|---|---|---|
| 24 month vaccination rate | 84% | 81% |
| School immunization compliance | 95% | 94% |
| TB skin testing | 80 | 78 |

## Northeast Wisconsin Immunization Coalition (NEWIC)

The DPHD collaborates and serves in leadership roles within the Regional Immunization Coalition. Coalition membership has representation for health departments from as far north as Door County and as far south as Fond du Lac County. In addition to health department representation, there are also partners from hospitals, clinics and pharmacies.

### *2014 Coalition Outcomes*:

- The Northeast Wisconsin Immunization Coalition (NEWIC) met 4 times in 2014. Additionally, the executive board met 4 times. The meetings focused on implementing the coalition's strategic plan focusing on education, awareness and outreach.
- DPHD actively participates on the coalition and the board acting as treasurer. In addition, staff led the planning/implementation efforts for the 2014 Immunization Update Symposium.
- DPHD hosted the 2014 Immunization Update Symposium. This educational event was well attended, yielding 141 participants representing public health, private clinics/hospital systems and schools from across the Northeast region.

- Planned and implemented an "Immunization Champion Award" recognizing a person who demonstrates a strong commitment to increasing immunization levels through education, advocacy, and leadership. In 2014, the award winner was Barb Bloomer, from St. Norbert

College, commending her on her and her department's efforts to support immunization coverage for college students.

## Communicable Disease

According to Wisconsin State Statute, local health departments are responsible for surveillance, investigation and follow-up of reportable communicable diseases. Additionally, animal bites are reported to the local health department to assure completion of animal quarantine and veterinary examinations or specimen submission to the State Lab of Hygiene for rabies testing. These measures protect animal bite victims and assure the recommendation of post-exposure prophylaxis if necessary to prevent rabies transmission to humans.

### *2014 Outcomes*:

- Public Health Nurses conducted follow-up on **119** reports of communicable diseases classified by the state health department as not a case, suspect, probable or confirmed.
- DPHD investigated **4** Norovirus outbreaks.
- Approximately **726** hours were spent on communicable disease surveillance, follow-up and control activities.
- **22** animal bite/exposure investigations occurred:
  - 18 dogs
  - 4 cats

| Disease Name | 2013 Cases | 2014 Cases |
|---|---|---|
| AFB Smear Positive | 0 | 1 |
| Campylobacter | 7 | 5 |
| Chlamydia | 49 | 52 |
| Cryptosporidiosis | 4 | 0 |
| E-Coli, Shiga Toxin-Producing (STEC) | 0 | 2 |
| Giardiasis | 1 | 1 |
| Gonorrhea | 3 | 11 |
| Haemophilus Influenzae, Invasive Disease | 0 | 1 |
| Hepatitis A | 1 | 0 |
| Hepatitis B, Chronic | 0 | 1 |
| Hepatitis B, Unspecified | 0 | 4 |
| Hepatitis C | 5 | 7 |
| Influenza Associated Hospitalization | 9 | 4 |
| Legionellosis | 1 | 0 |
| Lyme Disease | 2 | 4 |
| Mumps | 0 | 4 |
| Mycobacterial Disease (Non-TB) | 3 | 2 |
| Pertussis (Whooping Cough) | 2 | 6 |
| Salmonellosis | 2 | 0 |
| Streptococcus Disease (Invasive Group B) | 1 | 2 |
| Streptococcus Pneumoniae, Invasive Disease | 1 | 2 |

| Disease Name | 2013 Cases | 2014 Cases |
|---|---|---|
| Syphilis Reactor | 0 | 2 |
| Syphilis, Late Latent | 0 | 1 |
| Tuberculosis, Latent Infection (LTBI) | 6 | 3 |
| Varicella | 1 | 4 |
| **Total** | **98** | **119** |

| | 2013 | 2014 |
|---|---|---|
| Norovirus Outbreaks | 3 | 4 |
| | | |
| Animal Bite/Exposure Investigations | **2013** | **2014** |
| • dog | 14 | 18 |
| • cat | 2 | 4 |
| • bat | 1 | 0 |
| **Total** | **17** | **22** |

## Human Health Hazard Control

The DPHD investigates complaints filed according to City and State ordinances/laws. The complaints are investigated/abated in accordance with department policies/procedures. The goal of the program is to protect the public's health from illness and disease.

### *2014 Outcomes*:

- DPHD investigated approximately **43** health hazard complaints ranging from indoor air concerns to housing complaints and animal control situations. Complaints were resolved either by education, compliance orders or enforcement.
- Staff spent approximately **149** hours on health hazard investigation and follow-up in 2014.

| | 2013 | 2014 |
|---|---|---|
| Health Hazard/Nuisance Complaints | 37 | 43 |

## Lead Poisoning Prevention

Lead test results are reported to DPHD and are reviewed by staff. Children in the Women, Infants and Children (WIC) Program receive blood lead screenings at age 1 and again at age 2 years, then age 3-5 if they have not had a previous lead test done. Private providers also screen based on risk and results are reported. A public health nurse follows up on all test results over 5 µg/dL, which is the Centers for Disease Control's reference level for public health intervention to be initiated. This program provides education to families on the prevention of lead exposure. Home inspections and case management services will be provided for levels 10 µg/dL and higher.

### *2014 Outcomes*:

- **475** De Pere children were screened for lead in 2014 by the WIC program and private providers.

- Public health nurses reviewed **475** results and provided prevention education to **2** families whose child's blood result was over 5 µg/dL.
- No environmental hazard assessment/abatements were conducted in 2014 as there were not any City of De Pere children that had blood lead levels over 10 µg/dL.

| | 2013 | 2014 |
|---|---|---|
| Children screened | 338 | 475 |
| Blood lead over 5 µg/dL | 3 | 2 |
| Blood lead over 10 µg/dL | 0 | 0 |

## Brown County Lead Coalition

DPHD staff actively participates on the Brown County Lead Coalition. The multi-disciplinary group's mission is to protect/prevent children (less than 6 years of age) from lead poisoning in Brown County. The group meets monthly and has a specific work plan to increase the public's awareness of the hazards of environmental lead and the importance of blood lead screening.


### *2014 Coalition Outcomes*:

- Reviewed and revised mission statement.
- Continued implementation of a community-wide public awareness campaign to include social media, bus signage, and billboards.
- Participated in multiple community events to include: Home Visitors Presentation, Head Start Orientation, Back to School Store, etc.
- Distributed lead letter to providers including updated resources.
- Completed outreach activities in our community related to Lead Awareness Week (October 20th-26th).

## Radon

Radon kits are available through the DPHD in cooperation with the Northeast Wisconsin Radon Information Center. The radon testing program promotes radon testing, education and mitigation information.

### *2014 Outcomes:*

- **20** radon kits were distributed in the City of De Pere by the DPHD. Education on testing, results and health effects of radon exposure was also provided.

## Essential service 3: Inform, educate, and empower people about health issues

**Background:** Essential Service 3 includes social marketing, communication with targeted media regarding public health issues as well as providing accessible health information resources to reinforce health promotion messages and programs.

### General Health Education

DPHD staff provides education/outreach to staff in local school districts, diverse community groups and to clients receiving public health services at the health department. Topics include prenatal/postpartum care, healthy nutrition, infectious disease prevention, blood borne pathogens and other general health topics. Education is provided to the public through many venues like: the website, social media, formal/informal face-to-face presentations, newsletters, press releases, radio and television interviews and email.

### *2014 Outcomes:*

- The DPHD was involved with the Every 15 Minutes program in April 2014. This program is a nationally acclaimed program focusing on high school junior and seniors which challenges them to think about driving while impaired, personal safety and the responsibility of making mature decisions when lives are involved.
- The DPHD collaborated with the Police Department to provide helmet fitting at the Bike Rodeo in June 2014.
- A prescription disposal event was held at Humana in De Pere in August 2014. The DPHD collaborated with the Police department and a total of 45 lbs. of loose pills and 43 lbs. of liquids were collected.
- The DPHD was an active participant in the planning committee for the *Be the Light Walk* which is an annual fundraising and awareness event of the Brown County Coalition for Suicide Prevention. The mile long awareness walk started at St. Norbert College in De Pere and ended at Voyager Park and yielded approximately 1100 participants. All proceeds are returned back to the communities the coalition serves with suicide prevention activities.
- In 2014, the DPHD participated in **3** community car seat inspection events. These are large events drawing many participants throughout the community.
- The DPHD website is continuously updated with timely public health content. Documented **3,883** views on content posted to the health department website in 2014.
- Media releases were created/distributed on various public health topics to include: ebola, extreme heat, immunizations, influenza and extreme cold.

- A Maternal Child Health Newsletter is emailed to **12** De Pere Childcare Centers, to post and disseminate to their clients, yielding an even greater distribution of Maternal Child Health information.
- Information was provided to the public on the Affordable Care Act and Health insurance coverage through the Department's website, social media and City Newsletter.
- **290** De Pere families of newborns were mailed information on: child passenger safety, safe sleep, immunizations, lead exposure and second hand smoke.

## Parenting Newsletter

The De Pere Kiwanis has been working with the DPHD since 1994 to provide families a monthly parenting newsletter for the first 12 months of their baby's life. With a cooperative agreement, the health department compiles mailing lists and the Kiwanis coordinates the monthly mailing to the individual families

## Blood borne Pathogen Education

The DPHD offers blood borne pathogen training to businesses/organizations upon request. In accordance with OSHA regulations employers must ensure that their workers receive regular training that covers all elements of the standard including, but not limited to: information on blood borne pathogens and diseases, methods used to control occupational exposure, hepatitis B vaccine, and medical evaluation and post-exposure follow-up procedures. In May, 2014 a blood borne pathogen training was conducted at the MSC for summer and new city employees.

## Kress Family Library Healthy Baby Happy Parent Program

The DPHD staff members are collaborating with the Kress Family Library to provide monthly educational presentations for parents on health, growth and development and safety related topics via "Story Time", Special Events, and the monthly DPHD Maternal Child Health Newsletter.

## *2014 Outcomes*:

- 2014 library presentations had **383** parents/guardians and **439** children in attendance.
- Newsletters are created to address Maternal Child Health topics to promote health, bonding and safety for families with young children. Families have signed up at the Kress Family Library Story Time to receive this newsletter via email. **83** Families have signed up to receive the monthly Maternal Child Health Newsletter.

## Safe Sleep Program

The safe sleep program is an educational program for pregnant women, families and caregivers of infants. The goal of the program is to educate on the safe sleep practices and to assure the individuals have access to cribs (pack-n-plays). Public Health Nurses educate new and expecting parents on safe sleep environments and assess the need for cribs (pack-n-plays).

### *2014 Outcomes*:

- **428** Families of newborns and young children were provided education on safe sleep practices for their infants by a public health nurse via mailings, newsletters and presentations.
- The DPHD is an active participant on a SAFE SLEEP collaborative in Brown County.
- **172** pack-n-plays were distributed to qualified families in Brown County through the SAFE SLEEP Coalition.
- In 2014, the collaborative began the Public Service Announcement message dissemination through various venues within the community.

## Essential service 4: Mobilize community partnerships and action to identify and solve health problems

**Background:** Essential Service 4 involves actively participating in community groups to undertake defined preventive and population-focused activities in order to capture the full range of potential resources to solve community health problems. The partnerships below are in addition to the Community Health Improvement Plan partnerships already mentioned.

### *2014 Outcomes*:

- The DPHD is an active member of the **Child Death Review (CDR) team**. This multidisciplinary team confidentially reviews cases to better understand the trends in child deaths in our community. This team also looks at policy development and prevention measures that can be implemented to prevent future child deaths.
- The DPHD also serves on the **Do 1 Thing Committee**, a non-profit organization whose mission is to build stronger communities with an action program, by empowering people to prepare and protect themselves and their families in a disaster.
- A Public Health Nurse serves on the **Suicide Prevention Coalition** and focuses on providing education, overcoming stigma, and providing awareness of suicide prevention for the benefit of all people in the City of De Pere.
- A Public Health Nurse is an Active participant on the **Oral Health Partnership.** The Partnership serves to improve the oral health of the De Pere community by providing access to dental services and oral health education to underserved populations who have no dentists of their own.
- DPHD staff are represented in workgroups and on the Executive Team for the Community Partnership for Children. The **Community Partnership for Children** is a community change initiative coordinated by the Brown County United Way. This partnership works to ensure that all of our children are safe, healthy and ready for kindergarten. They collaborate to reduce child abuse and neglect, improve child health, ensure optimal child development, and strengthen families.
- The DPHD is an active participant in the Brown County Communicable Disease Group. The **Communicable Disease Surveillance Group** meets quarterly and its membership includes representation from hospitals, clinics, schools, colleges, nursing homes, Fire/EMS and

correctional institutions. The group discusses morbidity and mortality trends as well as new and emerging disease/illnesses and the public health recommendations associated.

- **The SAFE KIDS Coalition** is a partnership to promote/provide coordinated injury prevention programming. The coalition coordinates programs that will prevent and reduce injuries from motor vehicles, falls, drowning, burns, poisoning, sports, and more.
- The DPHD participates in **Live 54218 Farm to School's Initiative** to connect local food producers and De Pere Public School's Food Services Directors while helping schools develop a more coordinated approach to nutrition education and school gardening. The development of a comprehensive Farm to School program in the Greater Green Bay Area teaches students about where their food comes from and gets them excited again about eating fruits and vegetables, helping transform our community into a place where health, academic achievement and the economy are supported by increased access to affordable, healthy, local food.

## Public Health Preparedness

Since 2001, public health agencies have received grant funding from the Centers for Disease Control to prepare themselves and their communities for emergencies. The DPHD contracts with preparedness staff who are shared by two other agencies: Brown County Health Department and Oneida Nation's Community Health Services. DPHD staff works closely with the contracted team members to participate in plan development, exercises/drills and community education.

### *2014 Outcomes*:

The
DPHD has been and continues to be involved in the following initiatives to address and close gaps in our response capabilities:

- Continuity of Operations (COOP) Planning—Identify essential public health services and develop plans to ensure that these services are carried out during emergencies.
- Family Assistance Center (FAC) Response—Participate in planning and training to better understand roles and responsibilities during FAC operations; the FAC serves as a centralized location to provide information and assistance about missing, unaccounted for, or deceased persons, and supports the reunification of the missing or deceased with their loved ones.
- Mental/Behavioral Health Training—Participate in trainings in Disaster Behavioral Health and Psychological First Aid to learn how to assist survivors and fellow responders impacted by a disaster or emergency event.
- Mass Fatality Plan—Continue planning efforts with Emergency Management, medical examiners/coroners, EMS, and other area partners, to address mass fatality response.
- Do 1 Thing— Plan and implement an emergency preparedness campaign to encourage individuals, families, and businesses to prepare for emergencies one step at a time. Visit: www.greenbaypressgazette.com/do1thing

Additional initiatives that the health department has been working on in 2014:

- Ebola Preparedness— Provided guidance, consultation, and timely information to health care and other community partners.

- Flu Prevention Clinics— Utilized state-provided vaccine to immunize school-aged children against influenza in a mass clinic setting.
- Exercised with Response Partners:
  - Airport— Observed American Red Cross and Delta Airlines to better understand Public Health's role in Family Assistance Centers (FAC).
  - Ebola-Discussed a mock scenario related to Ebola with community response partners allowing for discussions on planning and potential response capabilities.

## Essential service 5: Develop policies and plans that support individual and community health efforts

**Background:** Essential Service 5 involves providing leadership for systematic community and state level planning for health improvement; development and tracking of measureable health objectives as a part of continuous quality improvement strategies and development of codes, regulations and legislation to guide the practice of public health.

***2014 Outcomes:***

- Agency staff collaborated with all three health focus groups to achieve measurable goals/outcomes listed in the Community Health Plan.
- The DPHD conducted its first ever strategic planning process in the first quarter of 2014. In May 2014, the Board of Health approved the plan as written. A newly revised vision, mission and values were identified as well as three overall goals, objectives and strategies for the department to accomplish.
  - Improve external communication and public health awareness
  - Strengthen workforce development
  - Institutionalize quality improvement to assure the provision of quality public health programming

  This plan will be reviewed/revised annually. For an updated look at the agency's strategic plan, please visit the department website or call the office to obtain a paper copy.
- In September 2014, the DPHD successfully passed the state's health department review. As a result of the successful review, the DPHD has maintained Level II status. The Wisconsin Department of Health Services is required to formally review the operations of all 88 Wisconsin local health departments at the county or municipal level at least every five years. The review establishes the health department as a level I, II or III agency. A level I agency meets the minimum requirements and a level III agency meets the maximum requirements established for a local health department.

## Essential service 6: Enforce laws and regulations that protect health and ensure safety

**Background:** Essential Service 6 involves full enforcement of sanitary codes, especially in the food industry; enforcement of clean air standards and timely follow-up of hazards. Highlighted in this section are: the Agent Programs with the State Department of Health Services (DHS) and the

Department of Agriculture, Trade and Consumer Protection (DATCP) to include retail food and weights and measures. Additionally, the weights and measures program is highlighted as a code to protect the consumer against errors in pricing.

## Agent Program

In 2014, the DPHD reviewed the possibility of regaining agent status through the Department of Health Services (DHS) and the Department of Agriculture, Trade and Consumer Protection (DATCP). The goal of this program is to assure clean and safe establishments for the public. This program is responsible for: licensing and inspecting hotels, motels, restaurants, swimming pools, campgrounds, bed and breakfasts, tourist rooming houses, tattoo and body art establishments, retail food establishments and schools.

### *2014 Outcomes:*

- The DPHD was last an agent in 2012-2013 and due to staff vacancies, the program was returned to the state. In December of 2014, a Registered Sanitarian was hired and the program will resume locally again in 2015.

## Weights and Measures Program

The weights and measures program provides consumer protection service in which consumer products packaged or sold by volume or weight are inspected and tested to ensure the volume or weight of the product is accurate. Typical consumer products verified are prepackaged food and non-food items, deli/salad sales by weight and gasoline and diesel fuel sales. In addition, UPC price scanning checks are conducted at all retail stores that sell products based upon a preprogrammed price code. The license year for the weights and measures facilities is from July 1 through June 30.

Due to staffing, the DPHD was able to contract with the Department of Agriculture and Consumer Protection to conduct establishment inspections. In 2014, the Health Department licensed **38** establishments.

## Essential service 7: Link people to needed personal health services

**Background:** Essential Service 7 involves assuring effective entry for people in to a coordinated system of clinical care; linkage to services for special population groups; ongoing care coordination and targeted health information to high risk population groups. Highlighted in this section are the agency's Maternal Child Health Home Visitation Program and the Child Passenger Safety Seat Program.

## Maternal Child Health Home Visitation Program

This program provides public health nursing home visits to parents of newborns. The purpose of this program is to assess infant and family needs, provide education, follow-up and referral as needed. Additionally, the DPHD works with community partners to define early childhood systems that build and integrate services and support to promote optimal physical, mental, and social health and development of all children and their families.

### *2014 Outcomes:*

- **290** families of newborns received parenting newsletters in 2014. Parents with concerns or questions are encouraged to call the health department with questions or concerns. A Public Health Nurse is available to answer any questions or make home visits as needed.
- The DPHD accepts high-risk infant referrals from local hospitals in coordination with the Community Partnership for Children Program.

## First Breath Program

In 2014, DPHD received training and continues as a First Breath Program provider. First Breath is an evidenced-based education/incentive program, organized through the Wisconsin Women's Health Foundation (WWHF). The program is designed to help pregnant women stop smoking. The health department is another access point for pregnant women. DPHD staff will continue to promote this program through population-based educational venues throughout the City.

## Child Passenger Safety Seat Program

Keeping children safe and preventing injury is a priority. For this reason, the health department invested in additional training for a public health nurse to become trained/certified as a car seat technician. In March of 2014, the DPHD and Fire Department completed training and obtained the National Child Passenger Safety Certification to reinstitute the Child Passenger Safety program by educating and installing car seats.

### *2014 Outcomes:*

- April-December 2014, DPHD staff installed **50** car seats and provided education to new/expecting parents.
- 100% of parents served were able to verbalize knowledge of and demonstrate the correct child passenger safety seat installation techniques.

## Adult Health Screening: Blood Pressure Clinics

Chronic high blood pressure can cause heart disease, stroke, kidney disease, and blindness. The purpose of blood pressure screening is to identify people with high blood pressure levels, monitor readings and refer clients for clinical evaluation and treatment. Screenings are provided weekly at the De Pere Community Center on Wednesdays from 10:30 am to 11:30am. In 2014, there were **49** blood pressure clinics and Public Health Nurses conducted **452** screenings. Referrals to the client's primary care physician for elevated screenings were completed as outlined in agency policies and procedures. Education sessions were initiated in 2014 on the first Wednesday of every month. Education topics ranged from healthy eating to exercise and home safety.

## Essential service 8: Assure competent public and personal health care workforce

**Background:** Essential Service 8 involves educating and training personnel to meet the needs for public and personal health service; adoption of continuous quality improvement and life-long

learning; active partnership with academic institutions. In order to provide the highest quality public health service, the DPHD strives to ensure that all our staff possesses the knowledge, skills, and abilities necessary to perform their jobs effectively and efficiently.

## Staff Development

DPHD staff participates in local, state and federal trainings as needed based on staff identified needs, organizational, licensure, program and grant requirements.

## Linkages with Academia

The DPHD has strong partnerships with numerous institutions of higher learning and serves as a site for student placement, observation, practice experience and internship. In 2014, the health department provided public health experience to students from the University of Wisconsin-Green Bay, Bellin College and Concordia University.

| | 2013 | 2014 |
|---|---|---|
| Mentored hours | 200 | 486 |
| Students | 3 | 8 |

## Essential service 9: Evaluate effectiveness, accessibility, and quality of personal and population-based health services

**Background:** Essential Service 9 calls for ongoing evaluation of health programs to assess program effectiveness and to provide information necessary for allocating resources and shaping programs. Measures for assessing this essential service indicate a need for strengthening DPHD activities in this domain.

## Quality Improvement

In 2014, the DPHD also participated in the PHAB (Public Health Accreditation Board) organizational self-assessment. Within this assessment leadership identified strengths, and uncovered gaps in agency performance. Although this is designed to assist local health departments organize and prepare for accreditation, it is also a valuable tool that has provided DPHD the opportunity to assess and understand how programs and services can be strengthened.

From the above mentioned self-assessment results, the DPHD developed its first ever quality improvement policy/plan. The National Committee for Quality Assurance defines Quality Improvement (QI) as an integrative process that links knowledge, structures, processes, and outcomes to enhance quality throughout an organization. The purpose of the QI process at the DPHD is to understand and improve the efficiency, effectiveness, and reliability of public health processes and practices. The QI process will be integrated into programs and services provided by DPHD.

The DPHD QI Team will guide and evaluate the QI process by:

- Providing committed and consistent leadership.
- Developing the QI plan and establishing a calendar for QI activities.
- Identifying processes that need improvement.
- Developing team consensus on the root cause of a problem and on the plan for improvement.
- Identifying, monitoring, and reviewing results from QI projects using the Plan, Do, Check, Act (PDCA) cycle.

## Consolidated Contract and State Grant Program Reviews

Each year the State Division of Public Health enters into a contract with the DPHD for grant dollars focusing on various public health initiatives. The grants are performance-based and require demonstration of successful completion of negotiated objectives to assure future funding.

### *2014 Outcomes*:

- Program objectives were successfully met for the following programs: Immunization, Prevention, Lead Poisoning Prevention, Maternal Child Health and Local Public Health Preparedness.

## Essential service 10: Research for new insights and innovative solutions to health problems

**Background:** Essential Service 10 includes continuous linkage with appropriate institutions of higher learning and research.

The DPHD participates in numerous data collection surveys and information gathering efforts at a regional, state and national level. Examples include: programmatic surveys (i.e. public health preparedness, maternal child health programming), the annual Wisconsin Local Health Department Financial and Staffing Survey and WALHDAB/WHPA as well as the National Association of City and County Health Officials (NACCHO) survey efforts.

In 2014, the DPHD participated in a research study examining cross-jurisdictional sharing as an approach used by local and tribal health departments to share resources and collaborate across jurisdictions. A research study is currently in progress that is examining cross-jurisdictional shared service agreements in Wisconsin. The study is being funded by the Robert Wood Johnson Foundation. Project Co-Investigators: Susan Zahner, DrPH, RN and Kusuma Madamala, PhD

Opportunities will continue to arise with the progress of the community health improvement plan as well as the recent announcement of the medical college being located at the St Norbert College campus. The DPHD will embrace these opportunities as they arise.

# 2014 Financial Statement

| Category | 2014 Budget | 2014 Actual |
|---|---|---|
| Revenues | 445,891 | 376,824 |
| Expenditures | 445,891 | 356,662 |

| Revenue Type | 2014 Budget | 2014 Actual |
|---|---|---|
| Fees for Service | 9,000 | 6,774 |
| Licensing/Permits | 62,000 | 55 |
| Health Grants | 52,835 | 54,666 |
| Weights and Measures | 15,000 | 8,273 |
| City Tax Levy | 307,056 | 307,056 |
| Total | 445,891 | 376,824 |

| Expense Type | 2014 Budget | 2014 Actual |
|---|---|---|
| Personnel | 362,523 | 297,289 |
| Contractual | 18,100 | 19,364 |
| Supplies | 65,268 | 40,009 |
| Capital | 0 | 0 |
| Total | 445,891 | 356,662 |

**City of De Pere, Wisconsin**

## Request For Board of Health Action

**MEETING DATE:** **March 16, 2015**

**DEPARTMENT:** **Health Department**

**FROM:** **Chrystal Woller**

**SUBJECT:** **2014 Community Health Improvement Plan Annual Report**

**ATTACHMENTS:**

- CHIP annual report 2014 FINAL (PDF)

In the summer of 2010, the CHIP Steering Committee brought together a broad array of community partners to review community health data. After analyzing the community data, the following health priorities were identified:

1. Adequate, Appropriate and Safe Food & Nutrition
2. Oral Health
3. Unhealthy Alcohol & Drug Use

Three action planning groups, consisting of diverse community members from over 30 agencies in Brown County, met regularly to develop a plan for each priority with goals, outcomes, and actions. These groups continue to be facilitated by Bellin Health System & Hospital Sisters Health Systems.

This program meets state requirements for public health systems, as well as not-for-profit health network requirements. The local health improvement plan links to the state level planning document entitled, "*Healthiest Wisconsin 2020*" which is in its third decade-long plan.

Beyond Health
Healthiest Brown County
"Connecting Beyond Health Care"

## THANK YOU TO THESE AGENCIES FOR CONTINUED SUPPORT:

- Aging & Disability Resource Center
- Aurora Health Center
- Bay Area Community Council
- Bellin Health System
- Brown County UW-Extension
- Brown County Health Department
- Brown County Human Services
- Brown County United Way
- City of De Pere Health Department
- City of De Pere Police Department
- Green Bay Police Department
- Hospital Sisters Health System
- Libertas Treatment Center
- Live54218
- NEW Community Clinic
- Northeast Wisconsin Technical College
- St. Norbert College
- University of Wisconsin– Green Bay
- WIC

Beyond Health
Healthiest Brown County
"Connecting Beyond Health Care"

# Healthiest Brown County

*"Connecting Beyond Health Care"*

# Annual Report 2014

# ALCOHOL & OTHER DRUG USE

**Goal 1**
By 2014, 70% of all primary care providers in Brown County/De Pere will incorporate an alcohol, depression and substance abuse screening tool for patients over 18 years of age.

**Accomplishments:**
- **100% of primary care provider are conducting screenings.**
- Local health systems participated in piloting alcohol, drug and depression screening into the annual physicals.

**Goal 2**
By 2015, the incidence of binge drinking in accordance with county rankings will decrease from 27% to25%.

**Accomplishments:**
- **Current reported binge drinking rate: 25% (county health rankings)**
- Collaborated with Heroin Task Force and the Brown County Drug Alliance to discuss common goals/objectives.
- Collaboration with the Tavern League
- Presentations have been done through out the community related to the impact of alcohol and drug misuse.
- Pharmacy card initiative implemented focusing on customer education/community resources.
- Held a public policy breakfast educating stakeholders/elected officials on alcohol misuse and best-practice policies for municipalities.
- Educated elected officials on alcohol related ordinances at license committee meetings (De Pere and Green Bay)
- Revised and disseminated safe serving for special events brochure

**Goal 3**
Zero deaths from alcohol induced traffic fatalities by 2020.

**Accomplishments:**
- **3 alcohol related traffic fatality (preliminary result)**
- Supported sobriety check points initiative
- Local media coverage related to impact of alcohol and drugs

**ACTIVE MEMBERS**
- **Tom** Arndt
- Sharla Baenen
- Tina Baeten
- Bill Bongle
- Dan Braaten
- Jedd Bradley
- Barbara Coniff
- Father Paul Demuth
- Becki Detaege
- Cathy DeValk-Holl
- Tom Doughman
- Pat Finder-Stone
- Judy Friederichs
- Laura Hieb, Coalition Leader
- Scott Katzka
- Bonnie Kuhr
- Michele LaFond
- Randall Lawton
- Tyler Luedke
- Mary Miceli-Wink
- Mike Panosh
- Pat Phillips
- John Plageman
- Pat Ryan
- Heidi Selberg
- Jim Sweeney
- Dan Terrio
- Erin Tisch, RN
- Ann VanLanen
- Chrystal Woller
- Bob Woessner
- Terri Zahorik

Beyond Health
Healthiest Brown County
"Connecting Beyond Health Care"

# ORAL HEALTH

**Goal 1**
By 2015, reduce the number of oral health related emergency room visits by adults.

**Accomplishments:**
- Disseminated dental hygiene kits for distribution in local Emergency Departments.
- Identified and implemented strategies to women aged 18-44, who are the largest group of Emergency Room dental patients.
- Implemented the basic screening survey questions in primary care practices
- Developed and disseminated referral materials for primary care practices

**Goal 2**
By 2015, improve the oral health services available for Medicaid patients.

**Accomplishments:**
- Planned and supported Mission of Mercy event that was hosted in Brown County providing access to free dental care.
- Worked with the local oral surgeon groups to provide voluntary services at NEW Community Clinic dental clinic beginning September 2014

**ACTIVE MEMBERS**
- Scott Anderson
- Cinde Becker
- Bonnie Kuhr RN
- Stacy Ross, RN
- Heidi Selberg, Coalition Leader
- Christine Vandenhouten, RN, Ph.D.
- Ann Van Lanen
- Jody Wilmet RN
- Erin Bongers, RN
- Catherine Therrien
- Elaine Doxtator RN
- Bonnie Parrott RN

# ADEQUATE, APPROPRIATE AND SAFE FOOD & NUTRITION

**Goal 1**
From 2012-2015, reduce the barriers and accelerate the use of WIC Farmer's Market Nutrition Program (FNMP) vouchers and Wisconsin Quest card from Food Share Electronic Benefits Transfer (EBT) system for low income residents of Brown County.

**Accomplishments:**
- Doubled sales from EBT customers.
- Doubled the amount of families using EBT at the markets.
- Increased the number of repeat visits by EBT customers.
- Implemented a "Text Alert" program to assist EBT and WIC customers.
- Summer 2014 - Expansion of the EBT program and education was supported by the Basic Needs Partnership Fund through the Greater Green Bay Community Foundation.
- Secured additional sponsorship for Double Your Bucks incentive from United Healthcare.

**Goal 2**
From 2012-2015, improve the food choices offered by food pantries, increasing the percentage of healthy* food options and reducing the amount of low-nutrient foods. (*as defined by dietary guidelines)

**Accomplishments:**
- Developed and promoted public education message "Food Drive Five."
- Collaborated with "Scouting For Food" food drive. Printed "Food Drive Five" message on donation bags.
- 22% Increase in overall food donations at "Scouting For Food."
- 14% Increase in vegetable donations between 2012 and 2014.

**ACTIVE MEMBERS**
- Nicci Beeck, Community Health Educator
- Jamie Campbell, RD
- Karen Early, RD
- Meredith Hansen, CSW
- Sarah Himmelheber, Ph.D.
- Ellen Moore, RN
- Melinda Morella, M.S. Ed., Assistant Director
- Lynne Nelson
- **John Rocheleau, Coalition Leader**
- Leanne Zhu, Ph.D.
- Rose Jensen
- Regina Young, RD

## GET INVOLVED

Consider joining one of the health priority committees to make a **real difference** in your community!

**CALL**

**Brown County Health Department**

**920-448-6400**

**De Pere Health Department**

**920-339-4054**

**SEARCH**

**Brown County Health Department**

www.co.brown.wi.us\health

**De Pere Health Department**

www.de-pere.org

"Community Health Improvement Planning Process"

**City of De Pere, Wisconsin**

## Request For Board of Health Action

**MEETING DATE:** **March 16, 2015**

**DEPARTMENT:** **Health Department**

**FROM:** **Chrystal Woller**

**SUBJECT:** **Weights and Measures Fee Formula Results 2015-2016**

**ATTACHMENTS:**

- Amount per Device Comparison_3162015 (PDF)

# Weights & Measures
# Comparison of Amounts Charged per Device

## 2014/2015

| | | |
|---|---|---|
| **Total Number of Devices** | | 663 |
| **Amount Charged per Device ($9,500/# of devices)** | | $14.33 |

## 2015/2016

| | | |
|---|---|---|
| **Total Number of Devices** | | 715 |
| **Amount Charged per Device ($16,500/# of devices)** | | $23.08 |

**City of De Pere, Wisconsin**

## Request For Board of Health Action

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2015** |
| **DEPARTMENT:** | **Health Department** |
| **FROM:** | **Chrystal Woller** |
| **SUBJECT:** | **DHS-Food, Safety, Regulation and Licensing Contract*** |

**ATTACHMENTS:**

- DHS CONTRACT (PDF)

Scott Walker
Governor

Kitty Rhoades
Secretary

State of Wisconsin

Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
P O BOX 2659
MADISON WI 53701-2659

608-266-1251
FAX: 608-267-2832
TTY: 888-701-1253
dhs.wisconsin.gov

# AGENT AGREEMENT

This Agreement is made between the **Wisconsin Department of Health Services,** hereinafter "DHS" or "the Department," and **City of De Pere Health Department,** hereinafter "Agent," pursuant to Wis. Stat. s. 254.69 and Wis. Admin. Code s. DHS 192.04 (3), to designate and authorize **City of De Pere Health Department** to act as DHS's agent for the purpose of enforcing Wis. Stat. s. 254.47, Wis. Stat. ch. 254 subch. VII, and related administrative rules.

Agent's jurisdiction under this Agreement includes the following geographic area(s): **City of De Pere**

This Agreement shall commence on **April 1, 2015** and shall remain in effect until **April 1, 2020** or the next scheduled program evaluation after the commencement date, whichever occurs first, unless, prior to such date, it is terminated, revoked or suspended under Section XIV; provided, however, that, unless specifically terminated by either party at or following the expiration date, the Agreement shall remain in effect until a new Agreement is executed. Either party may terminate this Agreement on or after the expiration date with 30 days written notice to the other party.

**City of De Pere Health Department** hereby agrees to protect public health and safety as the agent of DHS, under Wis. Stat. §§ 254.47 and 254.69, Wis. Admin. Code Chap. DHS 192, and the terms and conditions of this Agreement. Agent agrees to issue permits to, inspect, and regulate restaurants, campgrounds, recreational educational camps, public swimming pools, hotels, motels, tourist rooming houses and bed and breakfast establishments. Agent agrees to inspect vending machine commissaries and vending machine storage areas, for which Agent will receive reimbursement from DHS. If Agent inspects individual vending machines, Agent will receive reimbursement from DHS. Agent shall apply and enforce all relevant statutes, administrative rules and associated DHS policies including, but not necessarily limited to, Wis. Stat. § 254.47 and §§ 254.61 – 254.88, and Wis. Admin. Code ch. DHS 172, 175, 178, 195 - 198.

DHS agrees to fulfill its responsibilities to Agent under Wis. Stat. §§ 254.47 and 254.69, Wis. Admin. Code Chap. DHS 192 and this Agreement.

## I. DEFINITIONS

A. **Agent** means the local public health department (LPHD) operating under the terms of this Agreement, unless the context indicates it means any local public health department acting as the Department's agent under Wis. Stat. s. 254.69.

B. **Agent Standard** means a member of Agent's inspection staff who has been trained by DHS in the standardization process and has received a certificate of completion from DHS.

C. **Complaint** means an allegation of a unique incident or concern brought to the attention of Agent or DHS regarding a violation of a statutory, administrative rule, or local public health ordinance or regulation requirement for a facility under the jurisdiction of Agent.

D. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis. Stat. s. 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.

E. **DHS or Department** means the Wisconsin Department of Health Services Food Safety & Recreational Licensing Section, unless the context clearly indicates it means the Department of Health Services as a whole or another part of the Department.

F. **Enforcement Action** means a legal method used to make an operator come into compliance with statutory, administrative code, or local public health ordinance or regulation requirements. Enforcement actions include, but are not limited to, orders, citations, forfeitures, temporary orders summarily suspending operations, revocations of establishment permits, and requests for voluntary closure.

G. **Enforcement Plan** means a plan developed by Agent to take necessary and reasonable action regarding s. 254.47, Stats., and subch. VII of ch. 254, Stats., related administrative rules and any applicable local ordinances or regulations in its enforcement activities for the types of facilities for which Agent has been delegated agent status.

H. **Establishment** means "Facility."

I. **Facility** means a hotel, motel, tourist rooming house, restaurant, bed and breakfast establishment, food vending machine, vending machine storage area or vending machine commissary under subch. VII of ch. 254, Stats., or a camping resort or other campground, recreational camp, educational camp, or public swimming pool under s. 254.47, Stats. "Facility" is used interchangeably with "establishment."

J. **Fiscal Year** means the period from July 1 through June 30.

K. **Follow up Inspection** means a type of inspection that is used at the discretion of the inspector to check back with the establishment operator to assure that violations of a non-critical nature have been corrected following a routine inspection. Unlike a reinspection, a follow up inspection is not required.

L. **Foodborne Outbreak** means the occurrence of two or more cases of a similar illness resulting from the ingestion of a common food.

M. **Inspection Fee** means a fee that is charged by Agent or DHS for inspection services required under a Memorandum Of Understanding or a fee that is charged for inspection services on a mobile food establishment or temporary food establishment that has a valid permit from another jurisdiction.

N. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, under Wis. Stat.

s. 254.69(2) (g), regarding the permittees and premises for which the local health department is DHS's agent.

O. **Memorandum of Understanding (MOU)** means an agreement between DHS and another state agency to determine permitting authority or to perform permitting or inspection activities. For example, DHS and the Department of Public Instruction have an MOU under which DHS is responsible for inspecting school food service programs.

P. **Operator** means the owner or person responsible to the owner for the operation of the establishment or facility.

Q. **Permit** means an annual written authorization issued by the Department or Agent under Wis. Stat. s. 254.47 or s. 254.64, which is required for the operation of an establishment. A permit is sometimes referred to as a license. An establishment that has been issued a permit is referred to as a licensed establishment.

R. **Person** means an individual, partnership, association, firm, company, corporation, organization, municipality, county, town, or state or local agency.

S. **Pre-Inspection** means an inspection required under s. 254.65, Stats. for a new establishment or an existing establishment that has been taken over by a new operator. A pre-inspection must be completed before the new operator may open the establishment for business.

T. **Program Evaluation** means an assessment by DHS of Agent's adherence to the provisions of this Agreement.

U. **REHS / RS** means the National Environmental Health Association (NEHA) Registered Environmental Health Specialist / Registered Sanitarian Credential.

V. **Reimbursement** means the portion of the permit fee collected by Agent that is remitted to DHS pursuant to Wis. Stat. § 254.69 (2) (e).

W. **Reinspection** means the type of inspection that is required to assure that violations have been corrected when an immediate danger to public health exists that cannot be corrected during the routine inspection, continued repeat violations are noted, or an excessive number of violations are observed.

X. **Routine inspection** means the annual evaluation of the operational practices of a licensed establishment.

Y. **Standardization process** means the training program in public health inspection methods involving classroom instruction, field training and successful completion of an evaluation component, which is based on standards and curriculum approved by DHS and serves the purpose of assuring that public health inspection staff employed by DHS or its agents use a consistent inspection approach throughout Wisconsin. An individual who successfully completes the standardization process is "standardized." The standardization process currently applies to food safety inspections, but DHS intends to develop standardization processes for other public health inspection programs.

Z. **State Fees** means the Department's fees under Wis. Stat. s. 254.69(2) (e) for its costs related to setting standards under Wis. Stat. s. 254.47 and ss. 254.61 – 254.88 and monitoring and evaluating the activities of, and providing education and training to, agent local health departments, which fees Agent includes in the permit fees it establishes under Wis. Stat. s. 254.69(2) (d).

AA. **State Permit Fees** means the permit fees set by the department under Wis. Stat. ss. 254.47 (4) or 254.68

BB. **Waterborne Outbreak** means two or more people have experienced a similar illness after the ingestion of drinking water or after exposure to water used for recreational purposes, and epidemiologic evidence implicates water as the probable source of the illness.

## II. ISSUANCE OF PERMITS

A. Agent shall issue permits to establishments or facilities within its jurisdiction in accordance with Wis. Stat. ss. 254.47, 254.64 and 254.65 and shall assure that no establishment or facility subject to regulation under Wis. Stat. s. 254.47 or Wis. Stat. ss. 254.61 – 254.88 operates without a valid permit.

B. An annual permit issued by Agent shall include, at a minimum, the following information: name and complete address of the establishment; name and complete address of the permit holder if different than that of the establishment; expiration date of the permit; permit number; "non-transferable" notation; type of establishment; numbers of permitted units, rooms, or sites.

C. All permits issued by Agent shall expire on June 30, except that new permits initially issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year.

D. If Agent became DHS's agent on or after April 1, 2009, Agent shall use DHS's electronic software program for issuing permits. If Agent has been DHS's agent since before April 1, 2009, Agent may use DHS's electronic software program or DHS-approved paper forms for issuing permits. DHS will provide, maintain and support this software.

E. If DHS notifies Agent that an individual, who has applied for or been issued a permit within Agent's jurisdiction, has been certified by the Department of Children and Families as delinquent in the payment of court-ordered payments of child or family support, maintenance, birth expenses, medical expenses or other expenses related to the support of a child or former spouse, or as having failed to comply, after appropriate notice, with a subpoena or warrant issued by the Department of Children and Families or a county child support agency related to paternity or child support proceedings, Agent shall cooperate with DHS in denying the issuance or renewal of a permit to the individual or suspending the individual's permit, under Wis. Stat. s. 250.041.

## III. INSPECTIONS

A. Agent shall conduct at least one routine inspection each fiscal year, or inspections at a frequency proposed by Agent and approved by DHS, of each permitted facility within its jurisdiction, except for vending machines, to determine whether the facility is in compliance with the applicable standards and requirements of Wis. Stat. § 254.47 and §§ 254.61 – 254.88,

Wis. Admin. Code ch. DHS 172, 175, 178, and 195 – 198, and any local public health ordinances and regulations adopted under Wis. Stat. s. 254.69 (2) (g).

B. Agent may elect to inspect vending machines.

C. Agent shall give priority over routine inspections to pre-inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.

D. A routine inspection may be announced, unannounced or performed in conjunction with follow up of a complaint or investigation of a food- or water- borne illness.

E. If a routine inspection is performed in conjunction with another investigation, a separate inspection form shall be completed for each type of investigation, and each shall be signed by the inspector and the operator.

F. Agent shall perform inspection duties required by, and in compliance with, DHS's MOU's. DHS will keep the Wisconsin Association of Local Health Departments and Boards (WALHDAB) informed regarding, and elicit WALHDAB's input when developing, new MOU's and making changes to existing MOU's that may impact inspections. DHS will provide Agent a copy of any MOU that affects Agent's inspection duties.

G. Agent may, with written approval from the Department, enter into written agreements with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this Agreement; provided that Agent assumes ultimate responsibility for the performance and quality of the inspections and for the enforcement of public health standards under this Agreement.

H. Other than inspections involving food or waterborne outbreaks, which require immediate response, as prescribed under paragraph I, Agent shall conduct inspections regarding complaints against regulated establishments in a timely and adequate manner, and in no case shall Agent allow a lapse of more than 30 days from the date a complaint is received until it conducts the investigation.

I. When Agent receives information that indicates a food or waterborne outbreak has occurred, Agent shall conduct an investigation within one business day. In conducting the investigation, Agent shall follow the criteria in the Wisconsin's Foodborne and Waterborne Disease Outbreak Investigation Manual. Agent shall conduct an investigation of the facility in which the outbreak occurred as soon as epidemiological evidence is provided. In addition:

1. Agent shall notify DHS's Communicable Disease Epidemiology Section and Food Safety & Recreational Licensing Section.

2. Upon Agent's request, DHS will assist in the investigation.

3. In the event the outbreak becomes cross-jurisdictional, DHS will coordinate the activities of Agent and other governmental agencies in order to most quickly and effectively end the outbreak.

J. Agent shall include the following in an inspection report for each violation observed during an inspection:

1. Observation – A clear description, including location, of the violation of the statute, administrative rule, or local ordinance or regulation.

2. Code Reference –Citation to, and a brief description of, the statute, administrative rule, or local ordinance or regulation that has been violated.

3. Corrective Action – A statement indicating what action the operator must take to achieve compliance with the administrative rule, statute or local ordinance or regulation.

K. If Agent became DHS's agent on or after April 1, 2009, Agent shall use DHS's electronic software program for conducting inspections. If Agent has been DHS's agent since before April 1, 2009, Agent may use DHS's electronic software program or DHS-approved paper forms for conducting inspections. DHS will provide, maintain and support this software.

L. DHS may conduct inspections of establishments in Agent's jurisdiction in response to emergencies, for the purpose of monitoring and evaluating Agent's licensing, inspection and enforcement program, for the purpose of training or education, or at Agent's request. DHS shall make a reasonable effort to notify Agent before conducting an inspection. Agent may accompany DHS during such inspections.

## IV. ENFORCEMENT

A. Agent shall take necessary and reasonable action to enforce s. 254.47, Stats., subch. VII of ch. 254, Stats., related administrative rules (Wis. Admin. Code chapters DHS 172, DHS 175, DHS 178, DHS 195, DHS 196, DHS 197 and DHS 198) and any local ordinances or regulations adopted under s. 254.69 (2) (g), Stats., for the types of facilities for which Agent has been delegated authority under this Agreement. Agent shall cover the costs of these actions. DHS shall provide technical assistance in enforcement upon Agent's request.

B. Agent will take appropriate enforcement action in response to an immediate danger to public health as required in s. 254.85 Stats. Additional reasons for enforcement action include, but are not limited to noncompliance of written orders, continued repeat violations noted on inspection reports, and operating without a valid establishment permit.

C. Agent shall notify DHS in writing within 10 days after taking any enforcement action involving suspension or revocation of a permit or court action.

D. DHS shall assist Agent in enforcement activities upon request.

E. Agent shall implement, distribute to all inspection staff, and make available for DHS evaluation, an enforcement plan as required in s. DHS 192.04(1). DHS shall review the enforcement plan and any changes to it during DHS's periodic evaluations of Agent's performance.

F. If Agent has been notified by DHS of any deficiency on the part of a facility within its jurisdiction in complying with the applicable statutory, administrative code or local ordinance or regulation requirements, and if Agent has had reasonable opportunity to take enforcement action but has failed to act expeditiously in taking appropriate enforcement action, DHS may act under Wis. Stat. ss. 250.04 (2) and 254.85 to enforce compliance.

## V. STAFFING

A. Agent shall employ at least one Wisconsin Registered Sanitarian (WI-RS) or Registered Environmental Health Specialist / Registered Sanitarian (REHS/RS) to conduct inspections or supervise other non-RS sanitarians who conduct inspections.

B. If Agent loses its only WI-RS or REHS/RS, Agent shall hire a qualified replacement within 120 days. Upon Agent's written request, DHS in its sole discretion may allow Agent additional time to hire a qualified replacement.

C. Each member of Agent's inspection staff shall undergo the standardization process. Agent shall have at least one Agent Standard who shall standardize the other members of Agent's inspection staff, using the standardization process. The Agent Standard shall perform three maintenance exercises, as described in the Wisconsin Standardization Manual, every three years to maintain his/her certification. As DHS develops standardization processes for programs other than food safety, Agent will comply with the standardization process in those programs.

D. Agent inspection staff shall meet the hiring criteria set forth by local ordinance and personnel policies and the educational or experience requirements established for WI-RS or REHS/RS.

E. Agent staff will participate on DHS rule making and policy advisory committees and attend ongoing training seminars.

F. Agent shall make written arrangements for backup of inspection and enforcement staff to assure adequate coverage during the absence of regular staff. These arrangements shall be made available for DHS review during periodic evaluations and shall be reviewed and approved by DHS prior to implementation.

G. Agent shall not permit an employee to conduct an inspection in a situation in which the employee may have a conflict of interest.

H. Upon Agent's request, DHS will provide technical assistance and training to staff.

## VI. EDUCATIONAL OUTREACH

Agent will cooperate with the Food Safety & Recreational Licensing Section in conducting training programs for operators and employees of establishments that are located in its jurisdiction and are regulated under s. 254.47, Stats., subch. VII of ch. 254, Stats., and related administrative rules (Wis. Admin. Code chapters DHS 172, DHS 175, DHS 178, DHS 195, DHS 196, DHS 197 and DHS 198), or local ordinances or regulations adopted under s. 254.69 (2) (g), Stats.

## VII. REPORTS AND RECORDS

A. Agent shall maintain a file of the current records for each licensed facility within its jurisdiction. Records will include the name, address, ID number and type of establishment or facility. A file shall minimally contain the latest three (3) years of inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak information, variances and waivers.

B. Agent shall use inspection report forms approved by DHS for all pre-inspections, routine and follow-up inspections.

C. Agent shall submit reports as requested by DHS. DHS may review or request a copy of any inspection report, correspondence or order on any facility within Agent's jurisdiction and any other report DHS determines it needs to monitor Agent's performance, including, but not limited to, CDC risk factor reports and self assessments.

D. By the 10th of the month immediately following the month in which Agent issues a permit or receives notification from a facility of a change affecting its permit, Agent shall give DHS a copy of the completed Agent Change Sheet (form F-47219) to enable DHS to maintain current records of facilities that are issued permits in the Agent's jurisdiction. This requirement applies to temporary restaurants as defined in Wis. Admin. Code s. DHS 196.03 (7). This reporting requirement does not apply if Agent is using DHS's electronic licensing and inspection system.

E. By September 1 of each year, Agent shall give DHS a complete list of the names and addresses of the operators of facilities that were issued permits by Agent during the previous fiscal year. This reporting requirement does not apply if Agent is using DHS's electronic licensing and inspection system.

F. Agent shall maintain records documenting the cost of issuing permits to, making investigations and inspections of, and providing education, training and technical assistance to facilities, and the cost of enforcing applicable state statutes and rules and local ordinances and regulations. Upon request, Agent shall provide copies of these records to DHS.

G. Within 10 days after the date on which it takes place, Agent shall report to DHS in writing any change in the assignment of a supervisor of the inspection staff who are not currently Wisconsin registered sanitarians and any change in the organization of the inspection staff including authority line changes. If Agent employs only one or 2 sanitarians, Agent shall also report any change in assignment of inspection staff that are providing services under this Agreement.

H. Agent shall submit the CDC Risk Factor Tracking Sheet biannually to DHS for the purpose of enabling DHS to determine the types of violations found in facilities throughout the State of Wisconsin. DHS shall provide the approved tracking sheet. This report is not required if Agent is using DHS's electronic licensing and inspection system.

I. As required by Wis. Admin. Code s. DHS 192.04(1), Agent shall maintain and keep readily available for use by inspection staff and review by DHS, a copy of its agent plan for administration and enforcement of s. 254.47, Stats, subch. VII of ch. 254, Stats., and related administrative rules. The plan shall include at a minimum all the components identified in s. DHS 192.04 (1) and any other information DHS determines is necessary or relevant for its review of the plan and requests in writing. The minimum components include:

1. Identification of person(s) that will issue permits and conduct investigations and inspections.
2. A description of the staffing and budget for issuing permits, making investigations and inspections, providing technical assistance, and enforcing applicable state rules and local ordinances.

3. A list of the fees to be charged by Agent for facilities issued permits under this Agreement.
4. A description of Agent's permit issuance and recordkeeping system maintained under this Agreement.
5. A declaration that Agent will contract with the Department, as permitted by s. 254.69 (2) (dm), Stats., if Agent wants the department to collect fees and issue permits.
6. A description of the inspection and enforcement program implemented by Agent, with a copy of any applicable city or county ordinance or regulation.
7. A plan of action to ensure that there will be cooperation with appropriate federal, state and local agencies in the event of a natural disaster or other emergency.
8. Procedures for the investigation and follow-up of citizen complaints about facilities that were issued permits under this Agreement.
9. Procedures for the investigation and follow-up of reports of suspected foodborne illness.
10. The time period within which Agent will make a determination on an application for a permit, which may not exceed 30 days following receipt of a complete application.
11. An assurance of continued support by the city or county for carrying out this Agreement.
12. Any other information which the Department considers necessary or relevant for its review of Agent's plan.

## VIII. REIMBURSEMENT BY THE DEPARTMENT FOR VENDING INSPECTIONS

A. Agent shall submit a list of vending commissaries, vending machine storage areas and vending machine inspections it conducted during the previous fiscal year to DHS no later than August 30 to receive reimbursement from DHS for performing the inspections. Agent will not receive reimbursement for inspections based on inspection information DHS receives after August 30, unless DHS approves an extension for submitting the information.

B. No later than September 30, DHS shall reimburse Agent for inspections of vending commissaries, vending machine storage areas and vending machines during the previous fiscal year, as required under s. 254.69(1), Stats.; provided, however, that, if DHS gives Agent an extension for submitting inspection information, DHS may delay reimbursing Agent until it has had sufficient time to review this information. The reimbursement amount is the portion that remains after deducting DHS's clerical and automated licensing processing costs from the permit fee.

C. Fee reimbursements for the inspection of vending machines that have been moved from one agent's jurisdiction to that of another will be credited to the agent making the first inspection during the fiscal year.

## IX. REIMBURSEMENT TO THE DEPARTMENT FOR STATE FEES COLLECTED BY AGENT

A. Agent shall reimburse DHS the state fees from the permit fees Agent collects as provided under sub. B.

B. As provided in Wis. Stat. s. 254.69(2)(e), the state fees shall not exceed 20% of the permit fees the Department sets by administrative rules ("state permit fees"), pursuant to Wis. Stat. ss. 254.47 and 254.68, for the types of facilities for which Agent issues permits. The calculation of the state fees is based on permit fees only, not preinspection and reinspection fees

C. As of the date of this Agreement, the state fees are 10% of the state permit fees. The department may increase the state fees up to 20% of the state permit fees by announcing a change in the percentage prior to the permitting year for which the change applies.

D. DHS shall provide Agent a reimbursement summary form to identify all the facilities for which Agent has issued permits during the permitting year and the complexity assessment rating Agent used for each restaurant for which it issued a permit during the permitting year.

E. State fees for a full service restaurant shall be based on the state permit fee determined by the restaurant permit category (simple, moderate or complex) in Wis. Admin. Code Table DHS 196.05 C. In determining the restaurant permit category, Agent may use the restaurant permit category assignment formula in Wis. Admin. Code s. DHS 196.05 (2) or a complexity tool for which DHS has given written approval.

F. No later than September 30 of each year, Agent shall return the completed summary form and reimburse DHS the state fees

## X. COSTS

A. The total fees Agent collects may not exceed Agent's reasonable costs of issuing permits to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees under Wis. Stat. s. 254.69 (e).

B. Any startup funding provided for Agent by DHS shall be used only for costs such as personnel, equipment, software, or other expenses that are directly related to the development and implementation of the new program and shall not be used to cover routine operation costs.

## XI. EVALUATION

A. DHS shall perform an annual evaluation of Agent's licensing, investigation and inspection program to determine whether Agent meets the standards promulgated by administrative rule, as required under Wis. Stat. s. 254.69 (2) (b). The evaluation will consist of the following:

1. Agent shall submit to DHS an annual self-assessment report no later than September 30, which DHS shall use as part of its onsite evaluation of Agent's performance.

2. DHS shall conduct an onsite evaluation process every three to five years to assess Agent's compliance with the provisions of this Agreement. DHS may conduct the onsite evaluation process at any reasonable time and shall give Agent reasonable advance notice. The evaluation may require up to a week to complete, depending on the size of Agent's program. The onsite evaluation process shall include an office component and a field component. The office component shall include, but is not limited to, review of ordinances, regulations, inspection reports, and other required documentation. The field component shall include DHS performing maintenance standardization with the Agent Standard, as well as evaluating additional sanitarian(s) if applicable.

B. In addition to the annual evaluation, DHS may perform additional evaluations of Agent's performance at any reasonable time with reasonable advance notice.

C. If Agent's food establishment program is evaluated by the Department of Agriculture, Trade, and Consumer Protection, DHS shall accept this evaluation in lieu of conducting a separate evaluation.

## XII. NONDISCRIMINATION

A. In connection with the performance of work under this Agreement, Agent agrees that it will not discriminate against any employee or applicant for employment on any basis prohibited under Wis. Stat. s. 111.321, with respect to any conditions employment, including, but not be limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, selection for training, or apprenticeship. Agent agrees to take affirmative action to ensure equal employment opportunities. Agent agrees to post in a conspicuous place, available to employees and applicants for employment, notices provided by the Division of Public Health setting forth the provisions of this nondiscrimination clause.

B. In connection with the performance of work under this Agreement, Agent agrees that it will not discriminate against owners or operators of establishments regulated by this Agreement because of age, race, religion, color, disability, sex, sexual orientation, or national origin.

## XIII. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions: The following definitions apply to this section.

1 *"Confidential Information"* means all tangible and intangible information and materials that are disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DHS or by a third party), that satisfy at least one of the following criteria:

a) Personally Identifiable Information;

b) Information not subject to disclosure under Wis. Stat. ch. 19, subch. II, Public Records and Property, that is related to DHS's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or

c) Information expressly designated as confidential in writing by DHS.

2 "Personally Identifiable Information" means 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 the 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.

3 "Corrective Action Plan" means a plan developed by Agent and approved by DHS that Agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by Agent.

B Duty of Non-Disclosure and Security Precautions

1. Agent shall not use 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 under the Agreement. Agent shall not disclose such Confidential Information to any persons other than those Agent representatives 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. Agent shall be responsible for the breach of this Agreement by any representatives.

2. Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control whether physically or electronically.

3. Agent shall insure that all indications of confidentiality imprinted on, connected to, or included in any item of Confidential Information shall be reproduced by Agent on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, Agent 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.

4. Upon termination of this Agreement, Agent shall return to DHS all Personally Identifiable Information it maintains possesses or controls, which it obtained in connection with this Agreement, and shall destroy all copies of such information.

C. Legal Disclosure. If Agent or any of its representatives is under a legal obligation to disclose any Confidential Information, Agent shall give the DHS prompt notice thereof (unless it has a legal obligation to the contrary) and shall allow DHS to inspect the Confidential Information and seek a protective order or other appropriate remedy. Agent or its representatives shall not be obligated to wait on any action or inaction by the Department under this section if release is required under authority of law. If such protective order or other remedy is not obtained, Agent and its representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

D. Unauthorized Use, Disclosure or Loss

1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or that any Confidential Information has been lost or is unaccounted for, Agent shall notify the DHS. Such notice shall include the identities of the persons affected and the nature of the Confidential Information disclosed.

2. In the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for, Agent shall comply with the Corrective Action Plan.

3. Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. Agent shall cooperate with DHS's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information.

## XIV. TERMINATION, REVOCATION OR SUSPENSION OF AGENT AGREEMENT

A. TERMINATION. Agent may terminate this Agreement upon 90 days written notice to DHS. The notice shall specify the reasons for termination and the last day that Agent will have agent status.

B. REVOCATION. If DHS finds that Agent has failed to comply with the requirements for agent status under Wis. Stat. § 254.69, Wis. Admin. Code ch. DHS 192 or the terms and conditions of this Agreement, DHS may revoke agent status as provided in s. 254.69 (2) (b), Stats., upon 90 days written notice to Agent. The notice shall specify the reasons for revocation and the last day that Agent will have agent status.

C. SUSPENSION. If DHS finds that suspension of this Agreement is necessary to protect the public's health or safety, DHS may immediately suspend this Agreement upon notice to Agent. DHS shall hold a hearing, if requested by Agent, within 15 days after DHS receives the request. The suspension shall remain in effect until the final hearing decision is issued. In lieu of a suspension, DHS may notify Agent of any deficiencies in Agent's inspection, permit issuance and enforcement program and establish a deadline for correction of the deficiencies.

D. Reimbursement upon Termination or Revocation:

1) Vending: If this Agreement is terminated or revoked, Agent shall receive reimbursement for inspections of vending machines and vending machine commissaries performed under the Agreement up to the date of termination or revocation.

2) Other Permits: If this Agreement is terminated or revoked, Agent shall reimburse DHS the prorated amount for the remainder of the fiscal year of all permit fees received by Agent. The reimbursement shall be based on this formula: (days left in fiscal year/365) times the state permit fees for all the establishments Agent has licensed.

E. If the Agreement is terminated or revoked within 3 years of the initial start date, any startup fees or equipment provided by DHS shall be repaid in full.

F. Upon termination or revocation of this Agreement, Agent shall transfer to DHS all inspection and enforcement records.

| **Agent** | **Department of Health Services** |
|---|---|
| Signature | |
| Title | |
| County/City | |
| Date | Date |

**City of De Pere, Wisconsin**

## Request For Board of Health Action

**MEETING DATE:** **March 16, 2015**

**DEPARTMENT:** **Health Department**

**FROM:** **Chrystal Woller**

**SUBJECT:** **DATCP-Retail Food Contract***

**ATTACHMENTS:**

- DATCP CONTRACT (PDF)

TERMS OF AGREEMENT TO ADMINISTER A RETAIL FOOD PROGRAM
FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

The parties to this Agreement are the Wisconsin Department of Agriculture, Trade and Consumer Protection ("department"), and the **City of De Pere Health Department** ("local agent"). This Agreement is made under s. 97.41, Stats., which authorizes the department to enter into a written agreement designating a local health department defined under Wis. Stat. s. 250.01(4) to act as the department's local agent to administer a retail food establishment licensing program ("retail food program"). This Agreement is subject to the requirements of s. 97.41, Stats. and ch. ATCP 75, Wis. Adm. Code.

I. The department agrees to provide the following services:

A. Coordinate the designation of local agents with the Department of Health Services to ensure similarity with the inspection program administered under s. 254.69, Stats.

B. Develop standards and approve all forms for administration of the local agent's retail food program.

C. Evaluate the local agent's retail food program on an annual basis, under s. ATCP 75.12(1), Wis. Adm. Code.

D. Provide education and training to the local agent.

E. Inspect retail food establishments licensed by the local agent only under the conditions set forth in s. 97.41(8), Stats.

II. The local agent agrees to provide the following services to **the City of De Pere**:

A. Administer a retail food program under Subchapter III of Ch. ATCP 75, Wis. Adm. Code, within the local agent's jurisdiction, which includes:

1. Licensing and inspection of all retail food establishments as defined in ss. ATCP 75. 01(7) and 75.02(1), Wis. Adm. Code, except:

a) Retail food establishments that are mobile and requiring licensure under s. 97.30(2)(a), Stats., unless all retail sales are conducted within the local agent's jurisdiction; or

b) Food processing plants licensed under s. 97.29, Stats.

2. Inspection of unlicensed retail food sales operations, as defined in s. ATCP 75.06(1)(a)1. and 2., Wis. Adm. Code.

3. Investigation of food-related consumer complaints involving retail food establishments and retail food sales operations.

4. Enforcement of ch. 97, Stats., ch. ATCP 75, Wis. Adm. Code, and other relevant administrative regulations, including food sampling from retail food establishments as requested by the department for laboratory analysis.

a) The local agent may conduct the analysis if its laboratory is capable of performing the required test procedures.

(1) The local agent shall assume all costs involved in collecting the samples and running the analysis.

(2) The local agent shall inform the department of the analysis results.

b) Those local agents who do not have the laboratory capability of performing the analysis or who choose not to perform the analysis shall submit the samples to the Department Bureau of Laboratory Services.

(1) The local agent shall fund the cost of acquiring the food samples and the shipping of the samples to the state laboratory.

(2) The department shall fund the cost of the laboratory analysis of the food samples.

B. Establish and collect reasonable license fees. Under s. ATCP 75. 06(4)(c), Wis. Adm. Code., retail food establishment license fees charged by a local agent may exceed the amounts specified in s. ATCP 75.03(3), Wis. Adm. Code, but the amount of license fees collected less the amount paid to the department under s. ATCP 75.11(2), Wis. Adm. Code may not exceed an amount reasonably required to reasonably cover the local agent's program costs under s. ATCP 75.10(2), Wis. Adm. Code.

C. Reimburse the department for license fees, as required by s. ATCP 75.11, Wis. Adm. Code.

D. Maintain adequate staffing and equip staff with appropriate equipment, as required by s. ATCP 75.07(1), Wis. Adm. Code.

E. Review plans for the construction or remodeling of food establishments, to the extent provided under s. ATCP 75.03(8), Wis. Adm. Code.

F. Maintain records documenting the cost of administering the program, as required by s. ATCP 75.10(2), Wis. Adm. Code.

G. Report to the department on a monthly basis, as required by s. ATCP 75.10(3)(b), Wis. Adm. Code.

H. Maintain all records relating to the administration of the program, as required by s. ATCP 75.10, Wis. Adm. Code.

III. The local agent agrees to comply with all applicable statutes and regulations relating to the licensing of retail food establishments, including but not limited to s. 97.30(2), Stats., and s. ATCP 75.03(1), Wis. Adm. Code, which require that retail food establishment licenses may be issued for periods of no longer than one year and expire on June 30 annually.

IV. This Agreement incorporates any changes to the statutes or administrative rules cited in this Agreement plus any additional statutes or rules related to retail food establishment licensing that may be enacted or adopted during the term of this Agreement. The local agent agrees that all of its obligations under this Agreement include conformance to any changes to the statutes or administrative rules cited in this Agreement plus any additional statutes or rules related to retail food establishment licensing that may be enacted or adopted during the term of this Agreement.

V. The department assumes no liability for the job safety or welfare of local agent employees, or for the actions or omissions of local agent employees relating to the administration of the retail food establishment licensing program, except as otherwise provided by law.

VI. In connection with the performance of work under this Contract, the local agent 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 s. 51.01(5), Stats., sexual orientation as defined in s. 111.32(13m), Stats., 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 local agent shall take affirmative action to ensure equal employment opportunities. The local agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DATCP setting forth the provisions of the nondiscrimination clause.

VII. PRIVACY AND CONFIDENTIAL INFORMATION

A Definitions

1 "*Confidential Information*" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:

a) Personally Identifiable Information;

b) Information not subject to disclosure under subch. II, Chapter 19, Wis. Stats., Public Records and Property, related to the department's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or

c) Information expressly designated as confidential in writing by the department.

2 "Personally Identifiable Information" means 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 the 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 numbers, 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.

3 "Corrective Plan of Action" means a plan developed by the local agent and approved by the department that the local agent must follow in the event of anythreatened or actual use or disclosure of any Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by the local agent.

B Duty of Non-Disclosure and Security Precautions

1 The local agent shall not use Confidential Information for any purpose other than the limited purposes set forth in the Agreement, and all related and necessary actions taken in fulfillment of the obligations thereunder. The local agent shall not disclose such Confidential Information to any persons other than those local agent Representatives 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 local agent shall be responsible for the breach of this Agreement by any said Representatives.

2 The local agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

3 The local agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the local agent on any reproduction, modification, or translation of such confidential

Information. If requested by the department, the local agent 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 the department, as directed.

4 The local agent shall return to the department all Personally Indentifiable Information it maintains, possesses or controls, collected on behalf of this Agreement, upon termination of this Agreement and destroy all copies.

C Legal Disclosure. If the local agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the local agent shall give the department's Office of Legal Counsel prompt notice thereof (unless it has a legal obligation to the contrary) to allow the department to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the local agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. The local agent or its representatives shall not be obligated to wait on any action or inaction by the Department, under this section, at any time when the agent is required to release information under other authority of law.

D Unauthorized Use, Disclosure or Loss

1 Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by the Agreement, or of any Confidential Information being lost or unaccounted for, the local agent shall notify the department's Office of Legal Counsel of the problem. Such notice shall

include, to the best of the Local agent's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.

2 The local agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The local agent shall cooperate with the department's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a Corrective Action Plan.

VIII. This Agreement shall remain in force from the last date of signature of either party or until terminated by either the department or the local agent. Either party may terminate this Agreement in accordance with the procedures set forth in s. 97.41(2), Stats., and s. ATCP 75.06(7) and (8), Wis. Adm. Code, as applicable.

**DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION**

Signature _____
Dr. Steve Ingham
Division of Food Safety - Administrator

Date_____

**CITY OF DEPERE**
**Mayor**

**Approved:**

Signature_____

Date_____

**City of De Pere, Wisconsin**

## Request For Board of Health Action

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2015** |
| **DEPARTMENT:** | **Health Department** |
| **FROM:** | **Chrystal Woller** |
| **SUBJECT:** | **Sanitarian Program Update** |

**City of De Pere, Wisconsin**

## Request For Board of Health Action

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2015** |
| **DEPARTMENT:** | **Health Department** |
| **FROM:** | **Chrystal Woller** |
| **SUBJECT:** | **YTD Health Hazard/Nuisance Complaints** |

**City of De Pere, Wisconsin**

## Request For Board of Health Action

**MEETING DATE:** **March 16, 2015**

**DEPARTMENT:** **Health Department**

**FROM:** **Chrystal Woller**

**SUBJECT:** **YTD Communicable Disease Report**

**ATTACHMENTS:**

- BOH Communicable Disease Report YTD (PDF)

# BOH Communicable Disease Report YTD 2015

| Disease Name | Number of Incidents |
|---|---|
| Campylobacter | 2 |
| Chlamydia | 14 |
| Cryptosporidiosis | 0 |
| Giardiasis | 0 |
| Gonorrhea | 0 |
| Haemophilus Influenza, Invasive Disease | 1 |
| Hepatitis A | 1 |
| Hepatitis C | 0 |
| Influenza Associated Hospitalization | 4 |
| Legionellosis | 0 |
| Lyme Disease | 0 |
| Measles (suspect) | 1 |
| Mycobacterial Disease (Non-TB) | 0 |
| Parapertussis | 1 |
| Pertussis (Whooping Cough) | 0 |
| Salmonellosis | 1 |
| Streptococcal Disease (Invasive Group A) | 1 |
| Streptococcal Disease (Invasive Group B) | 1 |
| Streptococcus Pneumoniae, Invasive Disease | 0 |

Run date: 3/10/2015

| | |
|---|---|
| Syphilis Reactor | 1 |
| Tuberculosis, Latent Infection (LTBI) | 0 |
| Varicella | 0 |

**City of De Pere, Wisconsin**

## Request For Board of Health Action

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2015** |
| **DEPARTMENT:** | **Health Department** |
| **FROM:** | **Chrystal Woller** |
| **SUBJECT:** | **Outreach/Prevention Activities** |