



Board of Health

Regular Meeting

Agenda

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Monday, February 10, 2025

5:15 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Board of Health** of the City of De Pere will be held on **February 10, 2025** at **5:15 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

This meeting may also be rebroadcast on TV throughout the week and available on demand at <https://deperewi.portal.civicclerk.com/>.

Call to Order

1. Roll Call
2. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Health. §6-3(f) DPMC
3. Approval of the minutes from the November 11, 2024 meeting
4. Welcome new board of health member: Robyn Lauritsen
5. Discussion of the 2025 Grants for the Health Department
6. Communicable Disease Report: Annual Overview from 2024 and Quarterly Report 11/24-1/25
7. Environmental Health Report: Year end summary 2024 and Q1

8. Program Performance Management Dashboard Update: Q4
9. Director's Report Q1
10. Consideration and possible action on WI DPH Contract #62109-5 in the amount of \$22,534*
11. Consideration and Possible Action on the Ascension EpicCare Access Agreement*

Future Agenda Items

Adjournment

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

Agenda Sent To:

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



Board of Health

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

Regular Meeting

Draft Minutes

Monday, November 11, 2024

5:15 PM

Nicolet Conference Room and Virtual

5:15 PM Meeting called to order on November 11, 2024, at Nicolet Conference Room and Virtual.

1. Call to Order

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

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

Also present was Huda Ahmed, student - master's in public health

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

No public comments were made.

4. Approval of August 12, 2024, Meeting Minutes

Devin Perock made a motion to approve the August 12, 2024, meeting minutes. Pamela Gantz seconded the motion. Upon vote, the motion passed.

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

5. Approval of October 3, 2024, Special Meeting Minutes

Pamela Gantz made a motion to approve the minutes from the special meeting on October 3, 2024. Devin Perock seconded the motion. Upon vote, the motion passed.

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

6. Board of Health Resignation of Dr. McHenry and Appointment of Robyn Lauritsen

Dr. Michael McHenry retired from the Board of Health after serving for eight years. Robyn Lauritsen was appointed as the new Board of Health member. Dennis Hibray thanked Dr. McHenry for his service.

7. Consideration and Possible Action on WI DHS EmPOWER Agreement*

Chrystal Woller reported that the Health Department has an opportunity to engage in an agreement with the state in the case of an emergency. Health departments and emergency managers can access the EmPOWER database that allows them to identify at risk populations through Medicaid and Medicare data. This database would help us

respond to those with durable medical equipment needs or transportation needs, etc. in the event of an emergency. The EmPOWER contract is valid for 30 days at a time. It may be executed for pre-planning and in the event of an emergency. With this contract, the Health Department would be able to access the EmPOWER data within hours. Any emergency response would be in conjunction with the Fire Department. Pamela Gantz made a motion to accept the DHS EmPOWER Agreement with signatory authority for the Health Officer. Devin Perock seconded the motion. Upon vote, the motion passed.

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

8. Consideration and Possible Action on Affiliation Agreement between Grand Canyon University & De Pere Health Department*

Chrystal Woller reported that we have a local person completing their online degree through Grand Canyon University, needing an onsite clinical rotation in Public Health. Grand Canyon University reached out to the De Pere Health Department to see if we could accept the student. The De Pere Health Department has not had an agreement with Grand Canyon University in the past. This University offers many medical degrees, so there is potential for more future students.

Pamela Gantz made a motion to approve the agreement between the De Pere Health Department and Grand Canyon University. Devin Perock seconded the motion. Upon vote, the motion passed.

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

9. Consideration and Possible Action on Affiliation Agreement between Rasmussen College & De Pere Health Department*

Rasmussen College reached out to the De Pere Health Department for an agreement for student clinical rotations. There is no specific student being considered at this time. It is a general agreement for future students.

Pamela Gantz made a motion to approve the agreement between the De Pere Health Department and Rasmussen College. Teresa Gulyas seconded the motion. Upon vote, the motion passed.

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

10. Consideration and Possible Action on Proposed 2025-26 Health Department Fees

Chrystal Woller explained that the DE Pere finance department and the city administration has asked all departments to increase their non-statutory regulated fees by 5%. The majority of health department fees are agent fees, so we raised those fees. Chrystal explained that the Weights and Measures fees could not be raised as the health department cannot take in more revenue than the program expenses.

For the Agent Program, current expenses are greater than our revenue, so we are able to increase the fees by 5%. The increase will be going to Finance and Council for approval in the coming months.

Teresa Gulyas asked about the food truck fees. Chrystal Woller and Kelly Burke responded that food trucks are charged a yearly license fee and then pay an inspection fee of \$48 if inspected at an event. If the food truck is already licensed with another

jurisdiction in Wisconsin, owners do not need to obtain an additional license from the city of De Pere.

Devin Perock made a motion to approve the proposed 2025-2026 Health Department fees. Pamela Gantz seconded the motion. Upon vote, the motion passed.

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

11. Program Performance Management Dashboard Update Q3

Chrystal Woller explained that this dashboard was created by Zach, our master's student from Calumet County.

Chrystal highlighted that due to the approval of the Epic access agreements with HSHS and Bellin, our communicable disease response time has improved 60-70%.

Chrystal pointed out that under the Environmental health section, our staff capacity is at 100%. She explained that the health department has made some changes operationally such as offloading animal bite follow-up from Trista to Sara.

Chrystal explained that this dashboard is a requirement of an accredited health department, and we are always moving towards best practices.

Dennis Hibray questioned how the success/impact is documented in the dashboard.

Chrystal responded that right now we are developing the baseline. Then looking at what we can do differently to reach our goals. It is a basis for doing quality improvement.

Chrystal explained that the health department outreach opportunities are also included in the document.

12. Communicable Disease Q3 Report

Danielle Jauquet prepared the communicable disease summary. The De Pere Health Department completed direct observed therapy for a latent TB infection. De Pere did have a case of West Nile, which later was determined to not be a case. De Pere had 9 cases of Pertussis. This may be due to vaccination waning or lack of vaccination.

13. Environmental Health Q3 Update

Trista provided the environmental health summary. Trista has been working on the Environmental Health program standards. She has also been working on completing the Weights and Measures inspections. Tourist Rooming House application are up, having 35 new applications.

The Health Department plans to hire another student to assist Trista in 2025.

14. Director's Report Q3

Chrystal Woller reported on the community engagement events the Health Department hosted in September. The Health Department tried some paid advertising through social media. The health department also had some coverage with the Press Times.

The Health Department started vaccine clinics in the last quarter. Chrystal and Sara met with the regional director, Chris Culotta, regarding the opportunity to pursue a designation of a level three health department. Chrystal explained that this will not generate any additional operational expenses, and it will bring in a little additional revenue. Chrystal would like to move forward exploring this opportunity.

Dennis Hibray felt this might be a tough accomplishment with the number of staff we have. Chrystal explained that the state guidelines were revised in 2018, and the state did not verbalize any concerns at this point. Chrystal stated that the Board will be invited to participate when we proceed with the review process.

15. Health in All Policies Introduction

Chrystal reported that Vee from the state Office of Policy and Practice Alignment has been guiding us in the development of health in all policies.

Huda Ahmed is a student from the Medical College of WI Master of Public Health program. Huda Ahmed gave a presentation on health in all policies and ways to incorporate it in De Pere.

Health in all policies is a collaborative approach to improving the health of all people by incorporating health considerations into decision-making across sectors and policy areas. This framework engages diverse governmental partners and stakeholders to work together to promote health, inclusivity, and sustainability. This framework promotes health through THREE strategies: Policy Change, Systems Change, and Environmental Change.

The Health in All Policy approach to policy-making process is in place to ensure that policies made outside of the health sector have positive (or neutral) impacts on health. Promoting healthy communities requires addressing the social determinants of health. Social determinants of health (SDH) are non-medical factors that influence health outcomes. They are the conditions in which people are born, grow, work, live, and age, and the broader set of forces and systems shaping the conditions of daily life. These forces and systems include economic policies and systems, development agendas, social norms, social policies, and political systems.

Local successes of this framework in practice are:

1. Adding Youth Membership to City Government Committees: Increasing access to historically underrepresented groups such as young people and enhancing the City's capacity to develop policies that reflect the needs of all community members.
2. Urban Orchards: Supports Inclusive Access to Food through Edible Landscapes and Incorporated Science Curriculum.
3. Naloxone (Narcan) Boxes Installed: Supports Harm Reduction in the Community.
4. Permanent Drug Drop Boxes: Prevents misuse/abuse of prescription medication & Prevents contamination of water supplies.
5. Noise Ordinance Review/Revision: High noise levels may be considered a public nuisance and has the ability to pose a negative effect on the health of a population.

To formalize this commitment, some communities have adopted health in all policies language in comprehensive plans (having a public health section in the plan), some have adopted resolutions committing to this framework, and some have even passed ordinances.

The role of Public Health is:

1. Educate.
2. Develop ONGOING CHANNELS for cross-departmental Collaboration.
3. CREATE tools to assist OTHERS to consider health in their own policies.
4. Explore opportunities to continue good policy, System and Environmental CHANGES to IMPROVE HEALTH.
5. Assess POLITICAL WILL to implement formal Health In all Policies resolution/ordinance.

The presentation is intended to be a primer for more to come. The health department will relay more information as it relates to health in all policies as they explore potential projects/policies with other departments within the City. The health department may be able to provide tools for other departments as a guide to apply health when developing their policies.

16. Future Agenda Items

No future agenda items were discussed.

17. Adjournment

Teresa Gulyas made a motion to adjourn the meeting. Pamela Gantz seconded the motion. Upon Vote the motion passed. The meeting adjourned at 6:23 pm.

Respectfully submitted,
Kelly Burke

CITY OF DE PERE

MEMO



To: Board of Health
From: Chrystal Woller BSN, RN, MBA, Health Director
Meeting Date: 2/10/2025

Re: Grant status 2025

Please see attached 2025 grant summary for 2025. Please note that the ARPA grant did receive an extension as did COVID immunization.

De Pere Health Department Grants as of 1/27/2025

Immunization (#65397)	1/1/2025 - 12/31/2025	\$8,939 Increase of \$300
Maternal Child Health (#65397)	1/1/2025 – 12/31/2025	\$7,413 Decrease of \$1,734
Childhood Lead (#65397)	1/1/2024 – 12/31/2025	\$2,161 No change
Communicable Disease	7/1/2024 – 6/30/2025	\$3,570 No change
Coverdell Stroke Program (Contract with De Pere Fire/Rescue)	3/1/2022-6/30/2025	Reimbursed by intervention
Prevention	10/1/2024 – 9/30/2025	\$3,749 Decrease of \$551
Preparedness	7/1/2024 – 6/30/2025	\$35,106 Increase of \$689
Public Health Infrastructure	12/01/2022 – 11/30/2027	\$105,800 No change

COVID-19 grants

COVID Immunization	10/1/2023 – 6/30/2025	Carryover contract	\$18,785
ARPA	3/3/2021 – 12/31/2025	Anticipated carryover	\$6,000*

*Awaiting contract amendment from WI DHS

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Meeting Date: February 10, 2025

Re: Communicable Disease Report

2024 Summary:

Sexually transmitted infections (specifically chlamydia and gonorrhea) remained consistently high this year. There were 21 confirmed/probable pertussis cases related to 3 area outbreaks after 0 cases in the 4 previous years in De Pere. This was consistent with a state and nation-wide rise in pertussis. After new reporting criteria for RSV, influenza, and COVID in late 2022 to only include hospitalizations, pediatric deaths, and congregate setting outbreaks, RSV and influenza hospitalizations were up compared to 2023. Latent tuberculosis and syphilis cases remained consistent with one more case each than 2023.

11/1/24-1/31/25 Summary:

While individual cases are not reportable to Public Health, there has been a rise in respiratory and norovirus illnesses and outbreaks along with respiratory hospitalizations. (Note: COVID, RSV, and influenza hospitalizations ARE reportable). Pertussis cases have diminished with all previous outbreaks closed. Completed one LTBI treatment course (3HP: rifapentine and INH once per week x12 weeks at the health department) and began another – shortage of Rifapentine may affect treatment course. Carbapenemase producing organism case is an additional organism for same client previously reported in October 2024 (remains hospitalized). Suspect Kawasaki disease is still pending further investigation.

-Respectfully submitted, Danielle Jauquet BSN, RN



Disease Incidents by Episode Date

Jurisdiction: De Pere

Disease Group	Disease	2024		2025	TOTAL
		Nov	Dec	Jan	
Campylobacteriosis	<i>Group Total:</i>	1	0	0	1
Carbapenemase producing organisms	<i>Group Total:</i>	0	0	1	1
Chlamydia Trachomatis Infection	<i>Group Total:</i>	5	3	2	10
Coronavirus	<i>Group Total:</i>	3	15	7	25
	CORONAVIRUS, NOVEL 2019 (COVID-19)*	3	11	6	20
	CORONAVIRUS, NOVEL 2019 (COVID-19) - ASSOCIATED HOSPITALIZATION	0	4	1	5
Anaplasmosis	<i>Group Total:</i>	1	0	0	1
Gonorrhea	<i>Group Total:</i>	2	1	0	3
Haemophilus Influenzae Invasive Disease	<i>Group Total:</i>	1	0	0	1
Influenza	<i>Group Total:</i>	0	15	52	67
	INFLUENZA*	0	13	46	59
	INFLUENZA-ASSOCIATED HOSPITALIZATION	0	2	6	8
Invasive Streptococcal Disease (Groups A)	<i>Group Total:</i>	1	0	0	1
Mycobacterial Disease (Nontuberculous)	<i>Group Total:</i>	1	0	0	1
Parapertussis	<i>Group Total:</i>	0	0	1	1
Pathogenic E.coli	<i>Group Total:</i>	2	0	0	2
	E-COLI, ENTEROPATHOGENIC (EPEC)	2	0	0	2
Pertussis (Whooping Cough)	<i>Group Total:</i>	3	1	0	4
RSV	<i>Group Total:</i>	1	3	6	10
	RESPIRATORY SYNCYTIAL VIRUS (RSV)*	1	3	4	8
	RESPIRATORY SYNCYTIAL VIRUS (RSV) - ASSOCIATED HOSPITALIZATION	0	0	2	2

Tuberculosis, Latent Infection (LTBI)	<i>Group Total:</i>	1	1	0	2
	<i>Period Total:</i>	23	39	69	131

Default Filters: 'State' EQUAL TO 'WI'

Probable and confirmed 11/1/24-1/31/25

*Only RSV, influenza, and COVID hospitalizations are required to be reported

CITY OF DE PERE

MEMO



To: Members of the

Board of Health

From: Chrystal Woller BSN, RN, MBA

Meeting Date: February 10, 2025

Re: Environmental Health Quarterly Updates February 2025

The addition of new Tourist Rooming House (TRH) licenses continues. Since October, there have been 12 newly licensed TRHs with an additional 10 applications still in review. The Health Department is working with Community Development to identify unlicensed properties and bring these short-term rentals into compliance. Other business types, such as restaurants, also continue to steadily increase with approximately 14 new food licenses issued in 2024. In 2024, a total of 47 Pre-Inspections were completed, compared to 19 in 2023, equating to a 147% increase over the previous year.

In early November, a comprehensive self-assessment of the FDA Voluntary National Retail Food Program Standards was completed. The Retail Program Standards are a set of nine standards that provide a framework for continuous improvement in retail food safety. This assessment is the first step in documenting and incorporating best practices and strengthening the foundation of regulatory food programs. The next step is to create a workplan based on the assessment results. Initially, the goal was to apply for an FDA grant to develop a work plan which will guide this next step in the department's improvement process. After reviewing the application process, and the financial amount awarded, it was determined to hold off for another year. The department will explore infrastructure grant funds to assist in the development of the work plan. In addition, staff will review the November 2025 cycle of the FDA grant option, based on timing and capacity.

Finally, the City of De Pere Health Department is coordinating with Brown County Public Health to explore the feasibility of a Memorandum of Agreement to delegate inspections related to events being hosted at the Brown County Fairgrounds. As of November of 2023, the city has entered into a lease agreement with Brown County for the management of special events at the Fairgrounds, on the city's portion of the property. Due to the execution of this newer lease agreement, it has been determined that further efficiencies, and capacity, would be created if Brown County Public Health staff also managed food vendor inspections and licensing at their events on the leased fairgrounds property. BCPH and DATCP have been supportive of this arrangement; therefore, the City's legal department is currently working on developing an addendum to the existing lease agreement on file.

-Respectfully submitted, Trista Groth CSP, RS, Environmental Health Sanitarian

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Date: 2/10/2025

Re: Q4/Year End Dashboard results

The purpose of a Performance Management and Quality Improvement System is to provide a framework to guide program performance management (PM) and quality improvement (QI) activities at the City of De Pere Health Department. Effective performance management allows for monitoring of important trends in data related to the Department's systems, services, and processes, allowing for outcomes and improvements to be made and tracked over time related to efficiency, effectiveness, and resource allocation. Much of this first year will allow the department to develop baseline data parameters to build upon.

One item continues to be an opportunity for programmatic monitoring and revision is the environmental health sanitarian's capacity to meet the ever-growing demand for services. We are exploring the feasibility with the developmental services department to cross train their new code enforcement specialist to assist with Weights and Measures program as well as assist with nuisance complaint enforcement. In addition, the aforementioned agreement with Brown County Public Health to assist with inspection and licensing at the Brown County Fairgrounds will allow for this data to equalize.

We also recognize the need to look for additional partners and a refreshed opportunity to promote all immunizations, to include our influenza vaccine numbers. Stay tuned in 2025 as we explore further partnerships with the Mulva Cultural Center, among other possibilities.

We look forward to continuing to monitor and revise this dashboard allowing us to improve programs and services for our community.

Program Performance Measures						
	2024 Goal	Q1	Q2	Q3	Q4	YTD
Administrative						
Percent of staff who completed blood borne pathogen training.	100%	40%	60%	0%	0%	100%
Percent of staff who completed the colors personality training.	100%	0%	100%	0%	0%	100%
Percent of staff who have implemented strategies related to content learning from the Colors Personality Training	100%	80%	20%	0%	0%	100%
Percent of staff who completed the Performance Management and Quality Improvement annual training.	100%	20%	0%	0%	80%	100%
Emergency Preparedness and Response						
Percent of staff compliant with required Incident Command System training based on their positions.	100%	100%	100%	100%	100%	100%
Percent of staff whose profiles and emergency call ranking are reviewed for accuracy and updated in the PCA Portal.	100%	100%	0%	0%	0%	100%
Percent of Wisconsin Emergency Assistance Volunteer Registry (WEAVR) members, within our Jurisdiction, responding to an exercise/drill within 48 hours.	45%	0%	45%	0%	0%	45%
<u>Performance Measure - Foundational Public Health Service Areas (hyperlinked)</u>						
	2024 Goal	Q1	Q2	Q3	Q4	YTD
Communicable Disease Control						
Total number of children and adults who received a flu vaccine administered by DPHD.	206	0	0	45	67	112
Percent of City of De Pere 2 year-olds who are compliant with the 4:3:1:3:3:1:4 primary vaccine series (to include late up to date).	85%	83%	83%	84%	82%	83%
Average Communicable Disease response time (from staging to nursing assignment) within 24-72 hours in accordance with state statute disease response parameters.	72 hrs	26	8	12	7	13

Chronic Disease & Injury Prevention						
Total number of unique individuals trained in Narcan administration.	100	25	60	34	1	120
Percent of families who state they are now able to properly install or know the resources to access this service.	90%	100%	91%	100%	100%	98%
Percent of eligible referrals that completed a home visit through the Steps to Safety Program (appropriate and not out of jurisdiction).	30%	33%	33%	71%	30%	42%
Percent of participants who implemented at least one fall reduction measure since starting Bingocize. (checked answers and/or true)	90%	NA	81%	NA	82%	82%
Percent of participants who rate their satisfaction with the quality of the Bingocize program as satisfied or very satisfied.	75%	NA	84%	NA	100%	92%
Environmental Public Health						
Total number of short-term radon kits distributed for home testing.	90	79	8	0	1	88
Percent of children who received follow up for blood lead levels ≥ 3.5 mcg/dL.	100%	NA	NA	100%	100%	100%
★ Percent of DATCP/DSPS facilities inspected (routine inspection). Denominator (fluctuates 247 to 270)	100%	17%	43%	27%	19%	106%
Total number of DATCP/DSPS inspections conducted (this data is based on a calendar year).	224	46	121	90	59	316
⊕ Staff capacity to meet inspection standards by FTE status (.8 FTE=224-256 inspections)	100%	18%	47%	35%	23%	123%
Percent of animal bite incident reports addressed within 1 business day of receipt.	100%	100%	100%	100%	100%	100%
Percent of site visits conducted within 10 days of substantiated complaint regarding a human health hazard.	100%	100%	100%	100%	100%	100%

★ This includes pre-inspections as new establishments come in and change of owner. The preinspection counts as a routine inspection; therefore, denominator shifts. Schools are required to have 2 routine inspections per year

⊕ Hired EH intern to assist for the summer, Offloaded animal bite responsibility, and some health hazard complaints. Preinspections up 137% from 2023 (19 to 45 pre-inspections).

Maternal, Child & Family Health						
Total number of birth packets that are mailed to first time parents with resources and services.	225	58	55	68	60	241
Total number of parents that have been informed of the ASQ developmental screenings and provided free access to the assessment tool.	150	25	71	114	74	284
Outreach and Access to & Linkage with Clinical Care						
Total number of health related referrals made to community agencies.	20	2	1	16	18	37
Total number community engagement/outreach events provided for members of the De Pere community connecting to and/or providing essential/valued services.	100	21	42	48	17	128

Fee Revenue Collected by Program							
	2024 Goal	Q1	Q2	Q3	Q4	Total Revenue Collected	Percent of Goal
Public Health / Environmental Health							
General Public Health	\$1,400	\$40	\$214	\$55	\$270	\$579	41%
Food & Beverage Licenses	\$95,746	\$4,048	\$64,212	\$41,911	\$6,742	\$116,913	122%
Grants	\$61,506	\$14,132	\$75,302	\$69,935	\$75,048	\$234,417	381%
Weights & Measures	\$21,661	\$0	\$17,727	\$3,279	\$0	\$21,006	97%

2024 Organizational Goals & Objectives Progress Tracker

	Q1	Q2	Q3	Q4
Priority Area 1: Workforce Development				
Goal 1, Objective 1: During 2024, each staff member will have at least a quarterly one-on-one to discuss challenges, successes, and professional development goals with their supervisor.	Green	Green	Green	Green
Goal 2, Objective 1: By December 31, 2024, review and revise the 2023 Workforce Development Plan.	Red	Red	Yellow	Green
Priority Area 2: Strategic Plan				
Goal 1, Objective 1: By December 31, 2024, develop and implement a communications calendar mechanism that will be used to track core face to face public engagement activities on a monthly basis.	Red	Green	Green	Green
Goal 2, Objective 1: By December 31, 2024, review and/or revise the agency Strategic Plan.	Red	Red	Yellow	Green

Q1= Jan-March

Q2= April-June

Q3= July-September

Q4= October-December

Q4 Community Engagement Detail

Subject	Location	Frequency/Date
Car Seat Clinics	De Pere City Fire Department	Two times/month
LTBI Direct Observed Therapy	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Weekly
VFC Clinic: Walk-In Wednesdays	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Monthly
Library Picnic and Play Events	Kress Library	Monthly
Influenza Mass Clinics	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	10/23/24, 10/9/24
Social Connection Event (CHIP)	Bay Beach Wildlife Sanctuary	11/18/24
Lactation Room Ribbon Cutting (Breastfeeding Coalition)	Brown County Library	11/6/24
Grapevine Program for TOPS	De Pere Community Center	10/24/24
MCW Medical Student Outreach: Lead Screening	De Pere Health Department	10/22/24, 10/01/24

CITY OF DE PERE

MEMO



To: Members of the Board of Health
From: Chrystal Woller BSN, RN, MBA
Meeting Date: 2/10/2024

Re: Q1 Director's Report

With one year now under my belt, please see my report on some of the high-level initiatives the department has been working on.

- The De Pere Health Department is committed to developing and **strengthening the future public health system/workforce** and, for that reason, is currently hosting two students. Abbigail is enrolled online as an undergraduate nursing student pursuing her bachelor's degree with Grand Canyon University, residing locally. She is currently a nurse working at Ascension Health System in Chilton in direct care and has been learning a public health nurse's role in the community. Much of what she has learned already, she has shared with her colleagues in the health system she works. The second student, Alyssa, is a graduate public health student with the Michigan State University, also living locally. Aly will be assisting the health department in gathering/documenting information to support the level III health department review with WI DHS. Finally, the health department has posted the paid Environmental/Public Health Intern position on the City website for the second year, funded by grant money.
- We are exploring the feasibility of becoming a donor milk depot. We have been in conversation with the Mothers' Milk Bank of the Western Great Lakes to learn about the process and what this would entail. Donor milk depots are designated sites where approved donors drop off their frozen milk. Milk Depots provide convenience for families in the local community to collect and safely store their donations until the milk can be transported to the Milk Bank to be pasteurized (a process regulated by FDA and IDPH). Milk depots also support bereaved families that choose to donate after a loss. They facilitate an increased supply of milk available for babies and families that need it. This is a great way to **support the maternal child health population at the policy, systems, and environmental (PSE) level, yielding great health outcomes and impact**. Right now, the closest drop off bank is downtown Green Bay or [Appleton](#). There are approximately 25 locations in Wisconsin, with only three being at local health departments (Winnebago Co., City of Appleton, and Marinette Co.).
- The Wisconsin Association of Local Health Departments and Boards (WALHDAB) meeting in January yielded great discussions regarding H5N1 and resulted in planned coordination and information sharing at future regional/statewide meetings with DATCP, UW-Extension, and WI DHS. Please watch your emails the March NE Region WALHDAB agenda once presentations are confirmed. The May NE Region WALHDAB meeting *will focus on the role of WALHDAB and Board of Health advocacy, [current organizational legislative priorities](#), and a statewide effort to advocate for consistent state appropriations for supporting public health work*

locally. A Save the Date was sent on January 17th, please let me know if you need this resent and if you are able to RSVP for this event.

- Finally, preparations continue for the Chapter 140 Review to be designated as a level III health department. A meeting date has been set for this review on **April 14th, 2025, 10 am-1 pm**. This will be held in the Nicolet Conference Room, 2nd floor of City Hall. Please let me know if you will be in attendance so that I can determine the need to post a public meeting (if there is a quorum).

Thank you, as always, for your continued support~

Respectfully submitted,

Chrystal

CITY OF DE PERE

MEMO



To: Board of Health
From: Chrystal Woller BSN, RN, MBA, Health Director
Meeting Date: 2/10/2025

Re: Consideration and possible action on WI DPH Consolidated Contract #62109-5 in the amount of \$22,534

The De Pere Health Department has received notification of the department's annual grant award from the WI Department of Health Services for prevention programming in the amount of **\$3,749**. The budget period for this particular award backdates from October 1 and runs through September 30, 2025. Additionally, the profile amount for the COVID immunization grant increased \$1,488 to equal a new total of carryover **\$18,785**. This grant award is set to end on June 30th, 2025. The total contract for these two profiles equals **\$22,534**.

**Wisconsin Department of Health Services
Contract Centralization Legal Review**

Agreement Number: **435100-G24-DPHCC24-17 M5**

Bureau of Procurement and Contracting (BPC) Review:

- This agreement requires **Standard** OLC review.
- This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- This agreement uses intergovernmental cooperative purchasing.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

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

Name:

Title:

Date Signed



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

DHS Grant Agreement No.: 435100-G24-DPHCC24-17 M5

DPH Contract No.: 62109-5

Agreement Amount: \$22,534

Agreement Term Period: 10/1/2023 to 9/30/2025

GEARS Pre-Packet No: 28698, 2888

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller

Grantee Address: 335 S BROADWAY, DE PERE, WI,
541152526

Grantee Email: cwoller@deperewi.gov

Modification Description: We are adding funding for the Preventative Health and Health Services Block Grant Program (Profile 159220) and for the Immunization Program (Profile 155809). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin
Department of Health Services

Grantee
Entity Name: _____

Authorized Representative

Authorized Representative

Name: _____

Name: Chrystal Woller

Title: _____

Title: Health Officer/Health Department Director

Signature: _____

Signature: _____

Date: _____

Date: _____

CIVIL RIGHTS COMPLIANCE ATTACHMENT

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

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

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

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

HIGH-RISK IT REVIEW

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

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY

GEARS PAYMENT INFORMATION

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

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	Depere Dph	60	See Below	See Below	\$22,534

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
159220	CONS CONTRACTS PHHS	10/1/2023- 9/30/2025	-	\$3,749	\$3,749	N/A
155809	IMM COVID SUPP 3 CONS	7/1/2024- 6/30/2025	\$17,297	\$1,488	\$18,785	N/A
					\$22,534	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	159220	155809
FAIN	NB01PW000045	NH23IP922611
Federal Award Date	8/26/2024	10/23/2024
Sub-award period of Performance Start Date	10/1/2023	7/1/2024
Sub-award period of Performance End Date	9/30/2025	6/30/2025
Amount of Federal Funds obligated in the subaward	\$3,749	\$1,488
Total Amount of Federal Funds obligated	\$3,749	\$18,785
Federal Award Project Description	Preventive Health and Health Services Block Grant– 2024	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Federal Awarding Agency Name (Department)	Centers for Disease Control and Prevention	DEPARTMENT OF HEALTH AND HUMAN SERVICES, Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listings Number	93.991	93.268
Assistance Listings Name	Preventive Health and Health Services Block Grant	Immunization Cooperative Agreements
Total made available under each Federal award at the time of disbursement	\$3,480,055	\$161,983,317
R&D?	No	No
Indirect Cost Rate	7.5%	7.5%

**Consolidated Contract Scope of Work
Preventive Health and Health Services (PHHS) Block Grant
Federal Fiscal Year 2024 (FFY24)**

During the contract period of October 1, 2023, through September 30, 2025, the agency receiving Preventive Health and Health Services Block Grant funding must agree to and implement the following program requirements:

Health Department Name: De Pere Department of Public Health
Health Department Contact: Chrystal Woller
Agency Number: 472779
FFY24 Total Allocation: \$3749

Selected Program(s):

Option 1: Accreditation/Reaccreditation

Selected:	No	Allocation:	\$0
Goal(s):			

Option 2: Collaborate with Partners to Assess Community Needs (CHA)

Selected:	No	Allocation:	\$0
Goal(s):			

Option 3: Collaborate with Partners to Address Community Needs (CHIP)

Selected:	No	Allocation:	\$0
Goal(s):			

Option 4: Implement Foundational Public Health Capabilities

Selected:	No	Allocation:	\$0
Goal(s):			

Option 5: Implement Community-Based Interventions

Selected:	Yes	Allocation:	\$3749
Goal(s):	Support Mental Health and Prevent Suicide Promote Healthy Lifestyles		

*Health departments may adjust their above selected work plan option(s) and reallocate funding to an alternative listed option, if necessary. Should a health department desire a work plan change, they are required to promptly contact their assigned PHHS Block Grant Contract Monitor to discuss the proposed revision. Furthermore, during end-of-year reporting, the health department should remind their Contract Monitor of the change from the originally selected option.

Document In Process

Preventive Health and Health Services Block Grant
Local and Tribal Health Department Quality Criteria
Grant Cycle: October 1, 2023-September 30, 2025 (FFY24)

Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract. Contractors should indicate the manner in which they will assure each criterion is met for this program. Those criteria include:

Public health assessment and surveillance that identify community needs, and supports systematic, competent program planning and sound policy development with activities focused at both the individual and jurisdictional levels.

- a) Involvement of key policymakers and the general public in the development of comprehensive public health plans.
- b) Development and implementation of a plan to address issues related to access to high priority public health services for every member of the community.
- c) Identification of the scientific basis (evidence base) for the intervention.

Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, where the scientific basis for the intervention can be documented (evidence-based practice), as well as delivery of public health programs for communities for the improvement of health status.

Record keeping for individual-focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision-making by those at risk and to affect policy and environmental changes at the community level.

Provision of public information and education, and/or outreach activities focused on high-risk populations that increase awareness of disease risks, environmental health risks, and appropriate preventive activities.

When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements") -- describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

- a) the percentage and dollar amount of the total costs of the program or project funded with federal money; and,
- b) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources

If a conference/meeting/seminar is funded by the contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.

A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.

Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.

Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided. Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Preventive Health and Health Services Block Grant
Local and Tribal Health Department Boundary Statement
Grant Cycle: October 1, 2023-September 30, 2025 (FFY24)

Program Boundary Statement

The Preventive Health and Health Services (PHHS) Block Grant provides federal funding to states allowing recipients the ability to address prioritized public health needs in their jurisdictions in collaboration with local and Tribal public health agencies and organizations.

The Division of Public Health (DPH) allocates PHHS funding to each local health department (LHD) and Tribe. DPH has identified a boundary statement identifying funding parameters within which the LHD, Tribe, or agency will carry out funded work. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, while broad, the PHHS Block Grant does not permit the use of funds in some instances. Therefore, unacceptable uses of funds are included in the boundary statement.

Agencies receiving PHHS Block Grant funds from the Division of Public Health are not required to submit a budget. Agencies are reminded they must assure expenses are consistent with the contract. Everything an agency does is available to the public. LHDs, Tribes, and agencies are encouraged to leverage resources across categorical funding to achieve common goals.

All funding recipients are required to follow applicable federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards found at:

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Acceptable Uses of Funding

The PHHS Block Grant gives grantees the flexibility to prioritize the use of funds to:

- Address emerging health issues and gaps.
- Decrease premature death and disabilities by focusing on the leading preventable risk factors.
- Work to achieve health equity and eliminate health disparities by addressing the social determinants of health.
- Support local programs to achieve healthy communities.
- Establish data and surveillance systems to monitor the health status of targeted populations.
- Improve agency operations, build capacity, and achieve accreditation through implementation of effective programmatic and administrative areas central to the agency's objectives.
- Support agency efforts to attain or maintain Public Health Accreditation Board (PHAB) accreditation.
- Supplement or expand grantee services or efforts.
- Increase hours of part-time staff to increase capacity.

Success is achieved by:

- Using evidence-based methods and interventions.
- Reducing risk factors.
- Establishing policy, social, and environmental changes.
- Leveraging other funds.
- Continuing to monitor progress towards selected outcomes and re-evaluate funded activities.
- Reflecting Healthy People and the State Health Improvement Plan in programing.

Unacceptable Uses of Funding

While the PHHS Block Grant allows for flexibility in usage to address local priorities, there are some activities and usage of funds that are not allowed. According to PHHS Block Grant guidance, non-allowable uses for these funds include:

From the Preventive Health and Health Services Block Grant 2024 WI DHS Notice of Award (NOA):

- Purchasing of naloxone.
- Purchasing of syringes.
- Drug disposal programs (drop-boxes, bags, or other devices, and/or take-back events) are not permissible under this funding opportunity.
- Clinical care (except as allowed by law).
- Publicity and propaganda (lobbying)
- Preparing, distributing, or using material (publicity/propaganda) or paying the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body, beyond normal, recognized executive relationships.

From 42 U.S. Code Part A – Preventive Health and Health Services Block Grants:

- Providing financial assistance to any entity other than a public or non-profit private entity.
- Providing inpatient services; offering cash payment to recipients of health services.
- Purchasing or improving land; purchasing, constructing, or permanently improving a building or facility.
- Purchasing of major medical equipment.
- Using as a match requirement for Federal funds.

A detailed, comprehensive list of funding allowances from the CDC can be found at

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Reporting Requirements:

Mid-year and year-end performance reporting will be required from all recipients.

References

- [CDC Preventive Health and Health Services Block Grant](#)
- [CDC General Terms and Conditions for Non-Research Grant and Cooperative Agreement](#)
- [42 U.S. Code Part A – Preventive Health and Health Services Block Grants](#)

Document In Process

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

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), if applicable	

Certificate Of Completion

Envelope Id: 9352AA16-0F84-467D-A50E-237C3FE9B6FE
 Subject: 159220 - DePere HD - 2024 DPH Consolidated Contract - 435100-G24-DPHCC24-17 M5
 Source Envelope:
 Document Pages: 13
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

 Envelope Originator:
 Yvette Smith
 1 West Wilson St.
 Madison, WI 53703
 yvettea.smith@dhs.wisconsin.gov
 IP Address: 165.189.255.23

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Signer Events

Chrysal Woller
 cwoller@deperewi.gov
 Health Officer/Health Department Director
 Security Level: Email, Account Authentication (None)

Signature

Timestamp

Sent: 1/15/2025 2:53:19 PM
 Resent: 1/27/2025 11:15:19 AM
 Viewed: 1/27/2025 11:43:32 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/22/2025 1:59:54 PM
 ID: 8252d317-c14e-45f7-9a6c-cd6c1f2c1311

Anna Benton
 anna.benton@dhs.wisconsin.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 1/27/2025 9:07:59 AM
 ID: 549223fb-96b1-4759-866a-9cb92cad15b5

In Person Signer Events

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Editor Delivery Events

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Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DHS DPH Contract Routing
 dhsdphcontractrouting@dhs.wisconsin.gov
 Security Level: Email, Account Authentication (None)

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GEARS Contracts DHSCARContracts@dhs.wisconsin.gov Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/15/2025 2:53:18 PM
Kelly Burke kburke@mail.de-pere.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/15/2025 2:53:20 PM Viewed: 1/15/2025 2:55:29 PM
Sara Lornson slornson@deperewi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/15/2025 2:53:20 PM
Witness Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/15/2025 2:53:18 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

To contact us by email send messages to: DHSCoordinate@dhhs.wisconsin.gov

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

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

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

To request paper copies from Wisconsin Department of Health Services

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

To withdraw your consent with Wisconsin Department of Health Services

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

CITY OF DE PERE

MEMO



To: Board of Health
From: Chrystal Woller BSN, RN, MBA
Meeting Date: 2/10/2025

Re: Consideration and Possible Action on the Ascension EpicCare Access Agreement*

The department continues to seek and improve efficiency with daily tasks. This agreement will be a catalyst to improve time spent on accessing pertinent medical information to conduct statute required public health interventions. Historically, the health department requested and received this information through medical record requests and faxed documentation, which is time consuming. This new opportunity will allow public health to access public health information only through a secure health system portal. Ascension access is requested like the other health systems that have already been approved in 2024 (Gunderson, whose medical records are merging with Bellin's under Emplify in 7/2025, HSHS, and Aurora)

EPICCARE LINK ACCESS AGREEMENT

THIS EPICCARE LINK ACCESS AGREEMENT ("Agreement") is entered into by and between Ascension Health – IS, Inc., a Missouri non-profit corporation (hereinafter referred to as "Ascension Technologies"), and _____(hereinafter referred to as "Entity"). This Agreement shall be effective as of the date on which the last of the parties has executed this Agreement ("Effective Date").

WITNESSETH:

WHEREAS, in order to promote quality care and improve physician and staff access to health information, certain Ascension Technologies affiliated hospitals and clinics as well as hospitals and clinics under contract with Ascension Technologies pursuant to the Epic Community Connect program located in Wisconsin (each a "Care Facility") have implemented an electronic health information system utilizing Epic System Corporation's Epic Care software to create, maintain, store, and transmit health information regarding its patients (the "System"); and

WHEREAS, physicians, other health care providers and support staff employed or contracted by Entity (collectively, "Entity Personnel") provide health care services to Care Facility patients and/or coordinate payment of the health care services; and

WHEREAS, the parties desire to promote the quality and efficiency of patient care by providing certain Entity Personnel with access to electronic patient information maintained in Care Facility's System ("System Information"); and

WHEREAS, Care Facility and Ascension Technologies are willing to provide certain Entity Personnel with access to System Information in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Entity and Care Facility agree as follows:

I. Access.

I.1 **Epic Requirement for Access.** In order to receive the access further described in this Section, Entity agrees to execute any access agreements required by Epic.

I.2 **Permission from Contracted Entity.** If Entity does not have a direct contract with Care Facility to provide services which require the access contemplated herein, then Entity must obtain the authorization of an entity that has a direct contract with Care Facility (by executing the authorization on Exhibit B) prior to receiving the access contemplated herein. For example, if Entity is a billing agent of a health care provider, Entity must obtain the health care provider's authorization on Exhibit B.

I.3 **Nature of Access.** Subject to the terms and conditions set forth in this Agreement, Care Facility and Ascension Technologies hereby grant Entity and certain Entity Personnel non-transferable, non-exclusive access to the System on the basis identified below utilizing the EpicCare Link system portal ("**EpicCare Link**"). Neither Entity nor any Entity Personnel shall have any ownership rights in, or any right to input data into, amend, or otherwise alter, the System, EpicCare Link or System Information. Entity is responsible for acquiring and maintaining any

computer hardware, software or services necessary to access the System via EpicCare Link.

- (a) **Provider Entity.** System access to EpicCare Link shall be provided on a **"request-only", "read-only" and "limited write-only"** basis. For clarity, such request-only, read-only and limited write-only access may include the capability to write orders and schedule appointments but does not provide Entity with "write" access to the System and System Information.
- (b) **Payer Entity.** System access to EpicCare Link shall be provided on a **"request-only", "read-only"** basis for purposes of concurrent review of a member of Entity who is admitted as a Care Facility patient who has been admitted into a Care Facility bed ("Hospitalized Patient") to Care Facility. As a condition to its receipt of access to EpicCareLink, Entity and Entity Personnel agree to provide Care Facility a determination on admission status, and approval or denial of hospital stay, for the Hospitalized Patient being reviewed by Entity or Entity Personnel, within one (1) business day of notification of Hospitalized Patient's admission. Entity also agrees not to conduct any post discharge audit, payment denial and/or refund request from Care Facility for such hospital stay on Hospitalized Patient accessed through EpicCareLink by Entity or Entity Personnel when billed in accordance with Entity or Entity Personnel's aforementioned admission status determination.

I.4 Scope of Access. Entity's access to EpicCare Link, the System and System Information shall be solely for permissible purposes under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("HIPAA"), including by not limited to, treatment, payment and healthcare operations. The access, use, or disclosure of System Information for any other purpose is outside the scope of access granted by this Agreement and constitutes a breach of this Agreement. Entity and Entity Personnel access to System Information shall be in accordance with the HIPAA minimum necessary standard.

I.5 Individual Access. Entity may request access to the System via EpicCare Link, in a manner designated by Care Facility or Ascension Technologies, for only those Entity Personnel who have a need to access the System Information in the course of performing their job function (hereinafter "Authorized User"). Care Facility or Ascension Technologies will provide unique access codes to an Authorized User once such Authorized User has signed a User Access and Confidentiality Agreement ("User Agreement") in the form attached hereto as Exhibit A. Such access shall be granted pursuant to the terms and conditions set forth in this Agreement, the User Agreement and any written reference manuals, training materials and policies or procedures provided by Care Facility or Ascension Technologies related to Authorized User access ("User Documentation"). Entity agrees to maintain a file containing all signed User Agreements and will promptly provide Care Facility and Ascension Technologies a copy of any such signed agreement upon request. Entity shall ensure that its Authorized Users only access EpicCare Link, the System and System Information through equipment owned or leased by Entity. Entity will not, and will not permit Authorized Users to: (i) copy or duplicate EpicCare Link or System or any part thereof, (ii) reverse engineer,

decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying EpicCare Link or System or any part thereof, (iii) modify, adapt, translate, or create derivative works based on EpicCare Link or System or any part thereof, (iv) remove, obscure or modify any markings or notice or other proprietary rights associated with EpicCare Link or System; or (v) share or disclose unique access codes provided by Care Facility or Ascension Technologies for Authorized User's access to EpicCare Link or System. Entity will promptly notify Care Facility and Ascension Technologies when an Authorized User: (i) is being terminated from employment, (ii) is no longer providing services at the Entity, or (iii) ceases to meet the definition of an Authorized User. Entity is responsible and liable for the acts and omissions of Entity Personnel and its Authorized Users.

I.6 Restrictions on Access. Care Facility or Ascension Technologies may reject, restrict, suspend, or terminate the access of any Authorized User at any time and for any reason, without penalty. Entity agrees to fully cooperate with Care Facility and Ascension Technologies in winding up any such terminated access. If access termination is due to an Authorized User's breach of the User Agreement, Entity agrees to provide Care Facility and Ascension Technologies, upon request, written assurances in sufficient detail that Entity has implemented safeguards to prevent same or similar breaches from occurring with its other Authorized Users.

II. Use and Disclosure of Protected Health Information.

II.1 Use and Disclosure of Protected Health Information ("PHI"). In the use and disclosure of the System Information, Entity will comply, and will require its employees, agents, contractors, and representatives to comply with the applicable Laws governing the use and disclosure of patient information. "**Laws**" means all federal, state, provincial, regional, territorial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization. The definition of Laws includes HIPAA.

II.2 Safeguarding of Information. Entity shall implement appropriate administrative, physical and technical safeguards to protect the System and System Information against unauthorized access, use, or disclosure, consistent with applicable Laws, including the security standards under HIPAA found at 45 C.F.R. Part 164, Subparts A and C. Entity agrees to comply with all current and future applicable Laws regarding privacy, security, and electronic exchange of health information.

II.3 Responsibility for Medical Decisions. Entity and Authorized Users acknowledge and agree that the provision of access to System and System Information via EpicCare Link is not intended to, and shall not be deemed in any way to, eliminate, replace or substitute for, in whole or in part, the medical judgment of Entity or Authorized Users, as applicable, or the analysis or treatment of any patient's medical condition. As applicable, Entity has the sole and exclusive responsibility for any medical decisions made or actions taken by Entity, Authorized Users, or any other employees, independent contractors or other personnel of Entity or any Authorized User with respect to its patient's medical care and treatment.

III. Auditing/Reporting/Enforcement.

III.1 Auditing by Care Facility. Care Facility and Ascension Technologies may, in their sole discretion, monitor System access by Entity and/or its Authorized Users to ensure adherence with the terms of this Agreement, the User Agreement and User Documentation. During the term of this Agreement, Entity shall: (i) upon request, provide Care Facility and Ascension Technologies with any documentation or information necessary for Care Facility and Ascension Technologies to perform such audit, and (ii) cooperate with Care Facility and Ascension Technologies, as applicable, in performing such audit, including providing reasonable access to Entity's computer systems and/or networks. Care Facility or Ascension Technologies, as applicable, shall provide Entity with at least twenty-four (24) hours' notice of any such audit when Entity cooperation is needed per the previous sentence, and any such audit shall not unreasonably interfere with Entity's business activities.

III.2 Reporting. Entity will notify Care Facility and Ascension Technologies within twenty-four (24) hours of becoming aware of any: (i) use or disclosure of System Information not authorized by this Agreement, (ii) any unauthorized access to the System via EpicCare Link or (iii) any security incident of which it becomes aware. Entity shall provide such notice to Care Facility's Privacy Officer and VMO@ascension.org. Care Facility and Ascension Technologies shall have the right to conduct their own investigations into any such incident and Entity agrees to cooperate with such investigations.

III.3 Notification to Individuals. If Entity uses or discloses System Information in a manner not authorized by this Agreement, Entity shall reimburse Care Facility for all costs incurred by Care Facility as related to this arrangement in investigating and providing any notification required by 45 C.F.R. § 164 Subpart D, including credit or identity protection services for individuals who are the subject of a breach, or any other breach reporting required by applicable state law.

III.4 Enforcement. If any Authorized User or other Entity Personnel is found to have inappropriately accessed the System or System Information, or to have acted or failed to act in a manner that could or does threaten the security or integrity of the System, Entity will take appropriate corrective or disciplinary action, up to and including termination of employment or termination of a contract. Entity will fully cooperate with Care Facility and Ascension Technologies to terminate, at Care Facility's and Ascension Technologies' sole discretion, the associated System access of such individual.

IV. Third Parties.

IV.1 Disclosures. Entity shall only provide System Information to third parties in accordance with the scope of access set forth in Section 1.2. Entity agrees to immediately notify Care Facility of any subpoena or other judicial or administrative request by any third party. Entity understands and agrees that any request made by or on behalf of a patient for access to System Information maintained in System must be immediately referred to Care Facility. Entity acknowledges that it, its Authorized Users, employees, agents and contractors have no authority to grant access to the System or System Information.

V. Insurance/Indemnification.

V.1 **Insurance.** During the Term of this Agreement, Entity shall maintain professional and general liability insurance with an insurer acceptable to Ascension Technologies in such amounts as are customary for providers of similar services, but in no event, in an amount of less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) in the aggregate. In addition, if authorization per Exhibit B is applicable, Entity shall maintain cybersecurity insurance with limits as are customary in the industry and which meet Ascension Technologies' approval. A certificate evidencing such insurance shall be provided to Ascension Technologies upon request.

V.2 **Indemnification.** Entity shall indemnify and hold Care Facility and Ascension Technologies harmless from and against all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees ("Claims") directly resulting from any: (i) violation of Law by Entity or Entity Personnel, or (ii) negligent, grossly negligent or willful act or omission of Entity or Entity Personnel in breach of its obligations under this Agreement or relating to its use, disclosure or safeguarding of ePHI. The indemnification provisions of this Section are in addition to, and not in lieu of, any common law rights of contribution existing under the laws of the state of Wisconsin, which Care Facility or Ascension Technologies may have against Entity or its agents or employees.

To the extent Entity has limited or capped its liability under the terms of any other document between Entity and Care Facility or Ascension Technologies, this provision shall control.

V.3 **No Warranty.** Care Facility and Ascension Technologies make no warranties, either express or implied, as to the System, System Information or EpicCare Link or any other items or services used in connection therewith and disclaim all express and implied warranties including any warranties that access to the System or EpicCare Link will be uninterrupted or error free or as to the accuracy of System Information.

V.4 **Limitation on Liability.** Care Facility and Ascension Technologies and their affiliates shall not have any liability for any consequential, indirect, or punitive damages whatsoever (including loss of profits or loss of goodwill) resulting from, arising out of or in connection with the use or inability to use or the performance or non-performance of the System, System Information or EpicCare Link or any items or services provided under or in connection with this Agreement, even if Care Facility or Ascension Technologies has been advised of the possibility of such damages or should have known of the possibility of such damages, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise. The limitations of liability and disclaimers of warranty stated in this Agreement form an essential basis of the bargain between the parties.

VI. Term and Termination.

VI.1 **Term.** This Agreement will commence on the Effective Date and will continue in full force and effect for a period of one (1) year, unless sooner terminated as herein provided. Thereafter, this Agreement will automatically renew for successive one

(1) year terms unless sooner terminated as herein provided.

VI.2 Termination. This Agreement may be terminated as follows:

(a) Voluntary Termination. This Agreement may be terminated by Entity or Ascension Technologies, for any reason, by giving fifteen (15) business days written notice to the other party.

(b) Involuntary Termination. This Agreement shall be terminated immediately upon the occurrence of any of the following:

(1) Entity (if applicable based on whether Entity is a payer or healthcare provider) or Care Facility loses its license or ability to provide medical care in the State of Wisconsin;

(2) Entity no longer meets the criteria used by Care Facility and Ascension Technologies to determine eligibility for access to the System and System Information;

(3) Ascension Technologies or Entity commences or has commenced against it proceedings to liquidate, wind-up, reorganize or seek protection, relief or a composition of its debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

(c) Immediate Termination. In addition to its rights in Section 1.4, Ascension Technologies may immediately terminate this Agreement and/or any access to the System for Entity or any particular Authorized User, at any time, with or without notice, if Ascension Technologies believes in good faith that Entity, its employees, agents or contractors and/or any of its Authorized Users have violated this Agreement, including but not limited to inappropriately accessing System Information or using or disclosing any System Information in violation of any Laws.

VII. Miscellaneous.

VII.1 Relationship of Parties. The relationship of the parties under this Agreement is that of an independent contractor. Nothing in this Agreement is intended nor should be construed to create the relationship of employer and employee or principal and agent between or among any or all of them.

VII.2 Corporate Authority. Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized in accordance with all applicable Laws and all necessary corporate action has been taken, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

VII.3 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered to the other party (i) personally, (ii) on the first (1st) business day following delivery by facsimile transmission to the telephone number provided by the party for such purposes, (iii) on the first (1st) business day following deposit

for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; (iv) on the first (1st) business day following delivery by electronic mail ("e-mail") to the e-mail address provided by the party for such purposes, if simultaneously mailed as provided herein or (v) on the fourth (4th) business day following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party's address set forth below.

If to Ascension Technologies:

If to Entity:

Ascension Technologies
Attn: Vice-President Business Management
11775 Borman Drive
St. Louis, MO 63146
Email: VMO@ascension.org

If to Care Facility:

VII.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

VII.5 Waiver. The waiver of any breach or default hereunder shall not operate as or be construed to be a waiver of any subsequent breach or default.

VII.6 Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective permitted successors and assigns. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by Ascension Technologies without the written approval of Entity to any successor entity operating the facility now operated by Ascension Technologies or to a Related or Affiliated Organization. "Related or Affiliated Organization" shall mean an entity whose sole member or owner is Ascension Health Alliance or one of its subsidiaries.

VII.7 Entire Agreement. This Agreement, along with any Exhibits referenced herein, constitutes the entire agreement between the parties and contains the entire understanding between parties with respect to the subject matter hereof. This Agreement supersedes all other agreements, either oral or in writing, between or among the parties hereto with respect to the subject matter hereof.

VII.8 Amendments. Any change, modification or amendment to this Agreement shall not be effective unless executed in writing by each of the parties hereto.

VII.9 Compliance With Laws. Notwithstanding any other provision of this Agreement, if at any time while this Agreement is in effect, (i) any governmental agency or other authoritative body having jurisdiction over the terms and conditions of this Agreement, passes, issues or promulgates any Law or materially changes its current position as to the interpretation of any existing Law in a manner which would prohibit, restrict, limit or render illegal the relationship described herein,

(ii) any governmental entity issues a written allegation or otherwise provides notice to a party to the effect that the relationship described herein is in violation of any Law, or (iii) an experienced health care attorney opines that the relationship described herein violates any Law (collectively "Changed Standards or Interpretations"), then a party may give notice to the other parties of its intent to amend this Agreement to bring it into compliance with the Changed Standards or Interpretations. If this Agreement is not amended in writing by mutual agreement within thirty (30) business days after notice is given, then the party giving notice shall have the right to terminate the Agreement effective at the end of the thirty (30) business day notice period.

VII.10 **HIPAA.** Entity acknowledges that Care Facility is a Covered Entity and Ascension Technologies acknowledges that Entity is a Covered Entity, as defined in the implementing regulations of HIPAA, and accordingly will make every effort to assist the other Covered Entity with complying with the provisions of HIPAA applicable to Covered Entities and their access, use and disclosure of patients' protected health information.

VII.11 **Ethical and Religious Directives.** Entity acknowledges that Care Facility and Ascension Technologies conduct their activities in accordance with the Ethical and Religious Directives for Catholic Health Care Facilities, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time ("Directives"), and the Directives are hereby incorporated by reference as a part of this Agreement. Nothing in this agreement shall be interpreted to require Care Facility or Ascension Technologies to violate said Directives in any manner.

VII.12 **Corporate Compliance.** Care Facility and Ascension Technologies have in place a Corporate Compliance Program ("Compliance Program") which have as their goal to ensure that Care Facility and Ascension Technologies comply with applicable Laws. The Compliance Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Entity acknowledges Care Facility's and Ascension Technologies' commitment to corporate compliance and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of the Compliance Program. Entity further agrees to disclose immediately to Care Facility and Ascension Technologies any proposed or actual debarment, exclusion or other event that makes either party ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

VII.13 **Affirmative Action Notice.** The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), as well as the posting requirements of 29 C.F.R. part 471, appendix A to subpart A, if applicable.

VII.14 **Severability.** If any provision of this Agreement is found to be invalid, void or unenforceable, the validity or enforceability of any other provision shall not be affected.

VII.15 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

VIII. Execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

Ascension Health – IS, Inc.

By:

Title:

Date:

ENTITY:

By:

Title:

Date: