



# Board of Health

## Regular Meeting

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

### Agenda

Monday, November 11, 2024

5:15 PM

Nicolet Conference Room 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 **November 11, 2024** at **5:15 PM** in the **NICOLET CONFERENCE ROOM, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

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

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

OR

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

1. Call to Order
2. Roll Call
3. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Health. §6-3(f) DPMC
4. Approval of August 12, 2024 Meeting Minutes
5. Approval of October 3, 2024 Special Meeting Minutes
6. Board of Health Resignation of Dr. McHenry and Appointment of Robyn Lauritsen
7. Consideration and Possible Action on WI DHS EmPOWER Agreement\*
8. Consideration and Possible Action on Affiliation Agreement between Grand Canyon University & De Pere Health Department\*
9. Consideration and Possible Action on Affiliation Agreement between Rasmussen College & De Pere Health Department\*
10. Consideration and Possible Action on Proposed 2025-26 Health Department Fees
11. Program Performance Management Dashboard Update Q3
12. Communicable Disease Q3 Report
13. Environmental Health Q3 Update
14. Director's Report Q3
15. Health in All Policies Introduction
16. Future Agenda Items

17. Adjournment

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024  
**DEPARTMENT:** Health Department  
**FROM:** Chrystal Woller  
**SUBJECT:** Approval of August 12, 2024 Meeting Minutes

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**ATTACHMENTS:**

- meeting minutes august 2024 updated (DOC)



# Board of Health

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

## Regular Meeting

### Draft Minutes

Monday, August 12, 2024

5:15 PM

Council Chambers and Virtual

5:15 PM Meeting called to order on August 12, 2024 at Council Chambers and Virtual.

1. Call to Order

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

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

Student intern, Austin Kerbs was also present at the meeting.

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.

4. Approval of the May 13, 2024 Meeting Minutes

Devin Perock made a motion to approve the May 13, 2024 minutes. Teresa Gulyas seconded the motion. Upon vote, the motion passed unanimously.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Devin Perock, Aldersperson
<b>SECONDER:</b>	Teresa Gulyas
<b>AYES:</b>	Gantz, Gulyas, Hibray, McHenry, Perock

5. Discussion of the Draft FY2025 Health Department Budget

Chrystal Woller explained that the health department revenue budget is mixed with the city revenue. The health department has line items within the city budget. The public health revenue includes items such as selling radon test kits and private pay flu vaccines. This amount is very low, about \$400.

In reviewing the budget numbers, Chrystal Woller explained that our agent program revenue came in about \$10,000 over estimation due to the increase of fees this revenue cycle. Our expenses for the program have also increased.

The health department is receiving slightly more funding for our Consolidated Contract grant. The Health Department Covid-19 grant is decreasing as some funds are ending in 2024. The infrastructure grant will be about \$35,000 a year for three years.

Pamela Gantz asked about the decrease in expenses for the seasonal labor. Chrystal Woller explained that the previous limited term employee (LTE) staff have been

discontinued. The only seasonal staff we have is our seasonal intern and we contract with one of the community center staff to assist with Bingocize. Our current seasonal staff do not have benefits and Chrystal did not take De Pere benefits, so we have a decrease in the insurance and workers comp line items.

In the expense budget, we (health department) wanted to align the agent program and weights and measures with our actual expenses. Therefore we created a line item for the non personnel expenses for these programs. This will assist in tracking our actual expenses for these programs.

For the Agent program, the health department is required to pay the state a percentage of our revenue.

6. Discussion of the FY2025 Draft Board of Health Budget

Chrystal Woller reminded the Board that they have \$100 to spend on professional development. WALHDAB meetings are now bring your own lunch, so there is no expense for those.

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

Chrystal Woller reported that the health department received an additional \$300 for DHS contract 62109-2. Dr. McHenry made a motion to approve the DHS contract 62109-2. Pamela Gantz seconded the motion. Upon vote, the motion passed unanimously.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael McHenry, Board Member
<b>SECONDER:</b>	Pamela Gantz, Alderperson
<b>AYES:</b>	Gantz, Gulyas, Hibray, McHenry, Perock

8. Consideration and possible action on the Valley Cabinet Quote and Agreement\*

Chrystal Woller presented a quote from valley cabinet for new immunization room cabinets and countertop. This project will be funded by the Public Health ARPA grant. This has been approved by DHS. The current cabinets and countertop are peeling. Pamela Gantz made a motion to approve the Valley Cabinet quote and cabinet replacement. Teresa Gulyas seconded the motion. Upon vote, the motion passed.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Pamela Gantz, Alderperson
<b>SECONDER:</b>	Teresa Gulyas
<b>AYES:</b>	Gantz, Gulyas, Hibray, McHenry, Perock

9. Consideration and possible action on Affiliation Agreement between MCW & De Pere Health Department\*

Chrystal Woller explained that this agreement is for a Medical College student (Master of Public Health) from Milwaukee who is wanting to do a project and rotation with the De Pere Health Department. The project is a Health in all Policies ordinance. This would be an ordinance that looks through a health equity lens. This would apply to all departments within the city. This project will be for 80 hours.

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

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Teresa Gulyas
<b>SECONDER:</b>	Pamela Gantz, Alderperson
<b>AYES:</b>	Gantz, Gulyas, Hibray, McHenry, Perock

10. Consideration and possible action on FY2025 Wisconsin DHS TB Dispensary Contract\*

Chrystal Woller explained this is a standard contract local health departments have in place. The State of Wisconsin offers to cover medical expenses related to active tuberculosis as a last resort. The expenses will first go through private health insurance and state health insurance. It is rare that we need to execute this contract. This has always been in place.

Dr. McHenry made a motion to approve the FY2025 DHS Dispensary contract. Devin Perock seconded the motion. Upon vote, the motion passed.

We do not have active TB in De Pere at this time.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael McHenry, Board Member
<b>SECONDER:</b>	Devin Perock, Alderperson
<b>AYES:</b>	Gantz, Gulyas, Hibray, McHenry, Perock

11. Consideration and possible action on the HSHS EpicCare Access Agreement\*

Chrystal Woller explained that historically public health nurses need to request medical records for communicable disease follow up. This is very time consuming. With this agreement, health departments would be able to get restricted access to Epic just to obtain the records they need to close out cases. We need to have this agreement for each Health system. The purpose is to get the information more efficiently. The communicable disease cases are reported in the Wisconsin Electronic Disease Surveillance System, but also require treatment records which will now be obtained through EpicCare versus waiting for faxed records from the provider.

Pamela Gantz made a motion to approve the HSHS EpicCare Access Agreement. Devin Perock seconded the motion. Upon vote, the motion passed.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Pamela Gantz, Alderperson
<b>SECONDER:</b>	Devin Perock, Alderperson
<b>AYES:</b>	Gantz, Gulyas, Hibray, McHenry, Perock

12. Consideration and possible action on the Gunderson EpicCare Access Agreement\*

This agreement is for EpiCare through Gunderson, for the same purpose as outlined in item 11 of the agenda. Teresa Gulyas made a motion to approve the Gunderson EpicCare access agreement. Devin Perock seconded the motion. Upon vote, the motion passed.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Teresa Gulyas
<b>SECONDER:</b>	Devin Perock, Alderperson
<b>AYES:</b>	Gantz, Gulyas, Hibray, McHenry, Perock

13. Consideration and possible action on the Program Performance Management Dashboard

Chrystal Woller reported that our student, Zach, who is the Calumet County Health Officer obtaining his Masters degree from Colorado State University, created this project. He worked alongside the staff to create a program performance management policy and dashboard. This is a tool to track our different programs. Health departments going for accreditation are moving to program performance management. This will be on the agenda every quarter to show our program progress. The metrics and programs may change over time. Our fee revenue collected by program is included on the dashboard. This will help us know if we are on track with our program progress. Goals and objectives are included in the dashboard as well. This dashboard will help us be more aligned with accredited health departments.

Chrystal explained that she is carefully watching the staff capacity for environmental health as we have many new establishments. At a certain thresh hold, we may need to consider adjusting Trista's duties.

Dr. McHenry made a motion to approve the program performance management dashboard. Pamela Gantz seconded the motion. Upon vote, the motion passed.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael McHenry, Board Member
<b>SECONDER:</b>	Pamela Gantz, Alderperson
<b>AYES:</b>	Gantz, Gulyas, Hibray, McHenry, Perock

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

Chrystal Woller proposed replacing the meetings and trainings spreadsheet with the new performance management dashboard that was just approved. Chrystal reported that the health department is doing social connectedness events in September. The Health Department is collaborating with the Mulva Cultural Center to show the "Join or Die" documentary and will have a joining fair at the event for people to join area civic groups.

15. Communicable Disease Quarterly Report

Danielle Jauquet compiled the communicable disease report. The health department will be doing flu vaccine clinics again this fall. We will have free flu vaccine for children, free flu vaccine for adults without insurance, and paid vaccine for adults with insurance. These clinics will be held at the health department.

16. Environmental Health Quarterly Report

Austen Kerbs, the Environmental Health Intern, reported that he has inspected roughly two dozen Tourist Rooming Houses. About half of those are new. There is an uptick for the NFL draft and Packer games. Beside inspecting TRH's, Austen also helps with restaurants and hotel inspections. Austen created newsletters for Sara to use at Picnic and Play at the Library. He has also created TV ads and other posters. Austen reported he has been doing both indoor and outdoor pool water sampling. He is a student at Concordia in Mequon, but resides in Appleton in the summer. Sara Lornson has taken over the animal bite follow-up, so that Trista can spend her time in the field.

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

Chrystal Woller proposed an ordinance change to mirror adjacent jurisdictions. In April, Brown County raised their penalty for those who are not getting proper licensing and inspection for Tourist Rooming Houses up to \$2500. Our proposed ordinance revision

would be in line with our neighboring agencies. We want to make sure those renting out their properties have the appropriate safety measures of a licensed TRH.

Austen reported that a situation like this just happened where a property was unlicensed and had smoke detectors outdated by 20 years and carbon monoxide outdated by 10 years. That property is now compliant and licensed.

We are increasing our penalty in the De Pere ordinance to \$2500 to align with Brown County.

Teresa Gulyas made a motion to approve amending Section 106-4 of the De Pere municipal code. Dr. McHenry seconded the motion. Upon vote, the motion passed.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Teresa Gulyas
<b>SECONDER:</b>	Michael McHenry, Board Member
<b>AYES:</b>	Gantz, Gulyas, Hibray, McHenry, Perock

18. Future Agenda Items

No future agenda items were discussed.

19. Adjournment

Teresa Gulyas made a motion to adjourn the meeting. Devin Perock seconded the motion. Upon vote, the meeting was adjourned at 6:27 pm.

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

Agenda Sent To:

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

Respectfully submitted,  
 Kelly Burke



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024  
**DEPARTMENT:** Health Department  
**FROM:** Chrystal Woller  
**SUBJECT:** Approval of October 3, 2024 Special Meeting Minutes

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**ATTACHMENTS:**

- special meeting minutes 10.3.2024 (DOC)



# Board of Health

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

## Special Meeting

### Draft Minutes

Thursday, October 3, 2024

5:00 PM

Council Chambers and Virtual

5:00 PM Meeting called to order on October 3, 2024 at Council Chambers and Virtual.

1. Call to Order

The meeting was called to order at 5:00 PM by Board Member Dennis Hibray

Attendee Name	Title	Status	Arrived
Pamela Gantz	Aldersperson	Absent	
Teresa Gulyas		Present	
Dennis Hibray	Board Member	Present	
Devin Perock	Aldersperson	Present	
Chrystal Woller	Health Officer/Director	Present	
Eric Erdman	Assistant City Attorney	Present	
Sara Lornson	Deputy Health Officer	Present	

Public attendees were Jolene Hussong, Mary Munisteri, Jeff Munisteri, and Vern Hussong

3. Public Comment. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Health. §6-3(f) DPMC

Jolene Hussong, 104 N. Webster Ave., sister and advocate of the bite victim, gave a statement. Jolene explained that Vernon (bite victim) walks on Ridgeway every third day. Her brother now has to cross the street when walking past the residence of the dog. Jolene stated that the public should not be expected to have the cross the street. People should feel safe walking on the sidewalks in the city. Measures should be taken to keep the sidewalks safe from this dog.

4. Hearing on the City of De Pere Determination of Dangerous Animal Order - 1308 Ridgeway issued by De Pere Health Director, Chrystal Woller on 9-18-2024. PLEASE TAKE NOTICE, that pursuant to Wis. Stat. §19.85(1)(a), the Board may convene in closed session for the purpose of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Board may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

On September 18, 2024, Chrystal Woller, De Pere Health Officer, issued a dangerous dog order to the owner of the dog residing at 1308 Ridgeway. Chrystal Woller reported that on Tuesday, September 3rd, the health department received a copy of a dog bite quarantine order from the De Pere Police Department for Fern, the German Shepherd, with the owner identified as Mary Munisteri. This incident occurred over the Labor Day weekend on Saturday, August 31st. It was documented as a loose dog and unprovoked bite. Public Health follow-up ensued, making contact with the owner and victim. About two weeks later on September 17th, Chrystal Woller was informed by the Police Chief regarding two other documented instances. One incident occurred on May 30th, 2021 and was documented as a loose dog and unprovoked bite. The second incident was a warning issued by the De Pere Police Department on July 12, 2023 for a loose, at large dog. With this being the third incident and second bite, in accordance with city ordinance 86-4C-3 and department procedures, Chrystal Woller ordered a dangerous dog order. Chrystal reported that her concerns are the documented inability to contain the animal

and its documented history of biting, coupled with the fact that the residence is adjacent to a public park.

The bite victim from the most recent bite was present and spoke regarding the incident occurring on August 31st. Vernon Hussong described that he and his brother were taking a walk and were on Ridgeway. They heard a dog bark and then the dog came flying out and bit him on the back of the leg. The owner called the dog and the dog returned to the owner. The dog had been loose in the front yard. Vernon walked to his sisters house on Webster. They took a picture of the bite and called the police. The police came to the sisters residence. The bite broke the skin. The victim now walks a different route to avoid the dog.

Mary and Jeff Munisteri, the owners of the dog, gave their account of the incident. They stated that their dog, Fern, is a rescue dog that they have had Fern for seven years. Fern has some health issues. Mary reported that the day of the incident, they were packing up to go on vacation. Mary was in the house and Jeff was in the driveway hooking up the trailer. She heard Fern in the front yard and called Fern back home and put Fern in the house. Mary was not aware that Vernon had been bit. Mary believes that Fern popped open the garage service door to access the front yard.

Mary explained the they got Fern from a German Shepherd rescue. She stated that Fern had received training at the rescue and they are able to do further training with Fern as needed.

Jeff Munisteri reported that he saw two people walking up the street on the date of the incident. He was backing up his car with the radio on, so he did not hear Fern bark. Jeff was not aware that Fern had bit anyone until the Police Officer arrived at their house. Jeff explained that it was his fault the service door was not closed tight enough.

Jeff reported that the form they received from the incident had a box that was not checked. He believed the box stated that the animal must be checked for rabies, but it was unchecked. Because the box was unchecked, they were not aware that the dog needed to be quarantined and obtain three veterinarian visits. Jeff stated that on September 3rd, they received a call from Sara Lornson. Sara explained that they indeed needed three veterinarian visits. Jeff stated that he could not get the veterinarian visits completed over the holiday weekend or during their vacation.

Chrystal Woller clarified that the form referenced by Mr. Munisteri is the De Pere Rabies Control Order. The box on the form Jeff referred to is the one that states "submit for rabies testing". The reason this was unchecked is because the only way you can submit a specimen for rabies testing is by decapitating the animal and sending the head to the Wisconsin State Lab of Hygeine. The box was purposely left unchecked as the observation by the veterinarian takes the place of the rabies testing.

Jeff Munisteri reported that when the officer came to the house to give the report that Fern had bit someone, there was mention that the victims sister wanted to press charges upon finding out the dog owner lived in the "Trump" house. The owners believe their "Trump" flags played a part in this situation.

Dennis Hibray explained that the Board has no political affiliation and is only here to evaluate the bite incidents. Dennis Hibray questioned the owners regarding the prior bite

and prior dog at large incidents. Jeff and Mary Munisteri stated they don't have recollection of these incidents. They do not recall having to complete three veterinarian checks for the prior bite incident. The owners explained that they do not have anywhere for Fern to go if she needs to leave the city. Jeff explained that it took two years for Fern to trust them. Fern would need to be euthanized if she is ordered to be removed from the city. Fern is very attached to Jeff and would not do well elsewhere.

Mary explained that there is a trainer who was working with Fern when they got her. They can take Fern back to the trainer if needed. Fern is currently 8 years old. Jeff explained that Fern does not like people in uniform. This is believed to be from prior trauma.

Devin Perock asked the victim, Vern, if he would be alright allowing the owners to put the dog through further training. Vernon stated he would be alright with that. Devin Perock explained that the owners would need to provide proof that they will put the work in with Fern.

Assistant City Attorney, Eric Erdman explained that at this time, the Board has the option to go into closed session. Dennis Hibray made a motion to go into closed session. Devin Perock seconded the motion. Upon vote, the Board went into closed session to deliberate.

The meeting resumed open session. Dennis Hibray made a motion to vote to either sustain or deny the dangerous dog order. Devin Perock seconded the motion. Teresa Gulyas voted to sustain the order. Devin Perock voted to deny the dangerous dog order. Dennis Hibray voted to deny the order. The Dangerous Dog order was overturned. Dennis Hibray explained that the owners may keep the dog, Fern, with strong recommendations that the dog be leashed when outside and that training take place for the dog. It is strongly recommended that the service door be closed tightly and electronic fencing be installed in the front yard.

#### 5. Adjournment

Dennis Hibray mad a motion to adjourn the meeting. Devin Perock seconded the motion. Upon vote, the motion passed. The meeting adjourned at 5:47 pm.

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

Agenda Sent To:  
 Alderpersons  
 City Administrator  
 Mayor  
 Department Heads  
 TV, Newspapers & Radio Stations  
 Kress Family Library  
 De Pere Chamber of Commerce  
 Jeff and Mary Munisteri

Respectfully submitted,  
Kelly Burke



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024

**DEPARTMENT:** Health Department

**FROM:** Chrystal Woller

**SUBJECT:** Board of Health Resignation of Dr. McHenry and Appointment of Robyn Lauritsen

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**ATTACHMENTS:**

- Resignation Dr. McHenry & Appointment Robyn Lauritsen (DOCX)

# CITY OF DE PERE

## MEMO

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To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA  
Date: 11/11/2024

Re: Resignation of Dr. McHenry and Newly appointed BOH member Robyn Lauritsen

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Robyn Lauritsen has been recommended by the mayor and approved by the City Council (November 6, 2024) to serve on the Board of Health. Robyn will be taking the place of Dr. McHenry who had resigned in August 2024 from his long-standing position of 8 years.

Robyn Lauritsen was born and raised in Green Bay. She received a full ride scholarship to cross country ski at UWGB and graduated in 2011 with a major in Spanish and minor in Childhood Development. Robyn completed the 15-month nursing program at Bellin College in 2012 and worked at Bellin Hospital for many years on the float team. A few years later, she began travel nursing and decided to pursue a higher degree. Robyn graduated with her Doctorate in Nursing Practice from UW Oshkosh in May 2020 and started her first Nurse Practitioner position at Bellin Health in June 2020, as a Family Practice provider. In addition to her career in health care, she has enjoyed serving her community. Robyn was an active volunteer cross country ski coach for Bay Nordic kids from 2012-2020. She is also a member of UWGB Nordic Skiing Booster Club and has led multiple fundraisers that not only financially support local collegiate athletes but build and strengthen relationships within the community. Now that Robyn is established in her career and invested as a resident of the city of De Pere, she looks forward to engaging her passion for community wellness and serving as a member of the Board of Health.



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024

**DEPARTMENT:** Health Department

**FROM:** Chrystal Woller

**SUBJECT:** Consideration and Possible Action on WI DHS EmPOWER Agreement\*

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**ATTACHMENTS:**

- EmPOWER Data Memo.final (DOCX)
- f01364a emPOWER DUA\_reviewed by legal (DOCX)

# CITY OF DE PERE

## MEMO

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To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA  
Date: 11/11/2024

Re: EmPower Data Agreement

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The Health and Human Services emPOWER data allows public health officials (and emergency managers) the power to discover the electricity-dependent Medicare and Medicaid populations in their community. In the event of an emergency, this proposed agreement would allow the health department to obtain demographic information for those residents who rely on electricity-dependent durable medical and assistive equipment and devices (DME) and certain essential health care services to live independently in their homes.

A prolonged power outage or a large-scale emergency/disaster, can rapidly put these individuals into life-threatening situations within hours or days.

This agreement has been reviewed by the City of De Pere Legal Department. Since this agreement is time specific, the recommendation would be to delegate execution of this Wisconsin Department of Health Services agreement, to the health officer, based on planning/response efforts needed locally.

**DATA USE AGREEMENT**

This Data Use Agreement is effective beginning on the Enter day day of Choose month, Enter 4-digit year, between the Wisconsin Department of Health Services (DHS), Choose Division (“Department”), and Enter organization (“Recipient”) and will terminate on Enter day day of Choose month, Enter 4-digit year.

**A. Purpose for Use or Disclosure of Data Set**

1. **Permitted Uses.** The Recipient will be given access for a limited time to the data provided by the Department for the following purposes as described in the paragraph below. Any additional use of the data or modification of the use of the data, even by the same individuals, is prohibited and will require a new application or an amendment to this agreement.

Enter text

2. **Description of Data to be Provided.** The data provided pursuant to this Agreement contain data obtained or created by the Department. A description of the data file is contained in the paragraph below or as outlined in Attachment A.

Enter text (*identify the specific nature of the data being requested or Attachment A*)

**B. Obligations of Recipient**

1. **Authorized Users of Data Set.** List name, title and affiliation of all individuals who will have access to the data and their roles in the use of the data, attaching additional sheets if necessary. Only individuals who have read and signed Attachment B shall have access to the data fields described in Section A2 of this Agreement or Attachment A.

List individuals or Attachment B.

2. **Safeguards.** The Recipient shall use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of data other than as provided by this Agreement. Data will be shared in a secure manner, and data will only be stored on a secure server or encrypted device.
3. **Minimum Necessary.** The Recipient represents the data set contains the minimum necessary information to accomplish the purposes identified in this Agreement.
4. **Nondisclosure Except as Provided in Agreement.** The Recipient will not use or further disclose data or information provided pursuant to this Agreement other than as permitted by this Agreement. No linking of the data provided by this Agreement is allowed unless specifically described and authorized by this agreement.
5. **Identification and Contacting of Individuals.** The Recipient shall not attempt to identify individuals based upon the information obtained or contact individuals included in the data without the prior written approval of the Department. The Recipient will take reasonable care to ensure that unauthorized persons cannot overhear discussions or telephone conversations that include potentially identifying information. In addition, if the information is requested from the Recipient via any state or federal Open Records Law, the Recipient cannot release the information and must refer the requester to the Department Agreement Coordinator as outlined in Section 7.
6. **Staff Confidentiality Acknowledgement.** The Recipient attests that all staff with access to the data under this Agreement has read and agreed to abide by the Agreement. Staff will be required to adhere to the confidentiality and security restrictions included in this Agreement. These confidentiality restrictions survive if the signer terminates employment with the Recipient. A list of names and signatures of the Recipient’s staff (including, but

not limited to, contractors/ subcontractors, limited-term staff, and unpaid personnel) who will access the data must be submitted with the signed Agreement (Attachment B). Additionally, the Recipient's Agreement Coordinator must notify the Department Agreement Coordinator of any staffing changes, such as terminations or the additions of new staff (Attachment B). Any new staff needing access to the data is required to read this Agreement, adhere to it, and sign that they agree to all confidentiality and security requirements (Attachment B) before obtaining access to any of the Department's data. This shall be sent to the Department Agreement Coordinator before being granted access to the data.

7. **Agreement Coordinators.** The Department designates Enter name as the Agreement Coordinator, assigned to act as communications contact between the Department and the Recipient regarding data sharing and to coordinate and administer amendments and attachments to this agreement.

The Recipient designates Enter name as the Agreement Coordinator, assigned to act as communications contact between the Department and the Recipient regarding data sharing and to coordinate and administer amendments and attachments to this agreement. The Recipient Agreement Coordinator attests that every member of the Recipient's staff with access to data covered under this Agreement has read and signed Attachment B and that the Recipient will require its staff to adhere to its policies and procedures regarding data confidentiality and security.

8. **Recipient Data User's Agents.** The data and information received from the Department cannot be provided or shared with any other party, including agents (other than authorized staff) or subcontractors, who have not read and signed Attachment B. The Recipient remains the responsible party to the agreement if data are shared with agents or subcontractors. The Recipient shall ensure that any agents, including subcontractors to whom it provides the data, agree to the same restrictions on use and access that apply to the Recipient and shall use appropriate safeguards to protect the data from misuse or inappropriate disclosure of the data other than as provided in this Agreement.
9. **Reporting.** The Recipient shall report to the Department Agreement Coordinator within five business days upon becoming aware of any use or disclosure of information not authorized by this Agreement or applicable law. If the identity of any person is discovered inadvertently, the recipient will not make use of this knowledge, immediately notify the Department Agreement Coordinator, and safeguard or destroy the information that led to the identification of the individual.
10. **Ownership of Data.** The Recipient acknowledges that, as between the Recipient and the Department, all data contained in the Data Set shall be and remain the sole property of the Department. The Data provided may not be used or disclosed by the Data Requestor for any purpose other than as outlined in this Agreement or as otherwise required by law.

### C. Payment of Costs Producing Requested Data

1. The Recipient shall be responsible for the cost of preparing the data requested. This includes the actual cost of extracting the requested data and the professional services required to prepare and support use of the requested data. Enter text
2. The Recipient shall submit the remittance for the amount invoiced to the Department of Health Services to pay the cost of servicing this data request within 30 days of receipt of the invoice. Notice of the remittance should be given to:

Enter text  
 Choose Division  
 P.O. Box Enter number  
 Madison, WI 537Enter number

#### D. Notification and Review Procedures for Publications and Presentations

1. The Recipient and its employees, agents, or any other person who would have access to the data and information provided in response to this request shall not publicly present or submit for publication, in oral form or in writing, on a formal or informal basis, subjects or research which used the data and information obtained under this Agreement without the prior review by the Administrator of the Choose Division. "Publication" includes any written article for publication in a professional journal or other publication, or any printed material for presentation to any person, conference or group external to the Recipient's organization. This includes providing copies of planned articles, the text of speeches, slides and other graphics.
2. The Department's right to review is for the purposes of determining if the material could have an impact on the Department policies and procedures, or misinterprets data, or violates the confidentiality rights of clients or the Department. Upon review, the Department may request revisions. The Recipient shall notify the Administrator of comments not adopted. If the article is accepted for publication, the Recipient shall notify the Administrator of the anticipated date of publication so that the Administrator may concurrently submit a letter to the editor regarding comments not adopted.
3. Unless otherwise mutually agreed upon between the parties, the Recipient shall provide the Administrator of the Department with a minimum of 20 working days for the first review of such presentations (e.g., abstracts, slides) and publications and 10 working days for any subsequent review.
4. Any presentations, reports and research articles, or drafts of any of these, which are based on data covered by this Agreement, may present data in aggregate form only. No aggregate information that would enable the direct or indirect identification of an individual may be published.

#### E. Effective Dates and Termination

1. **Amendments.** Amendments made to this Agreement must be made in writing and signed by authorized representatives of both parties.
2. **Term.** This Agreement shall be effective as of the date first written above and shall terminate as of the earlier of the date written above or when all the data provided by the Department are destroyed or returned to the Department. If additional time is necessary, the Recipient must contact the Department Agreement Coordinator to request an extension. The Department Agreement Coordinator will inform the Recipient if the extension is approved. Limits on the use of products created from the provided data and information are subject to conditions in the agreement as long as the data is in the Recipient's possession.
3. This Agreement shall continue in effect until terminated. The Recipient may terminate this Agreement by written notice to the Department Agreement Coordinator. The Department may terminate this Agreement by written notice to the Recipient.
4. **Termination for Cause.** The Recipient shall treat all data as confidential information. Failure to provide security for the data may result in termination of this Agreement, future disqualification from receiving access to the data, penalties described in Section E6, or any applicable criminal penalties.

The Agreement may be suspended at any time, without advance notice, if the terms of the Agreement are violated in the Department's opinion. The Agreement may be reinstated at the Department's direction if the reason(s) for suspension is corrected or proved to be incorrect.

The Department may terminate this Agreement if the rules/policies guiding the sharing of the data change if the Department provides written notice of the termination to the Recipient 14 days in advance of the termination.

5. **Effects of Termination.** Upon termination, cancellation, expiration or other conclusion of the Agreement, the Recipient shall, within 30 days, provide written documentation to the Department Agreement Coordinator

certifying that it has confidentially destroyed all copies of data and information provided by the Department remaining in the Recipient's possession.

The terms and provisions of this Agreement that protect such information shall survive the termination of this Agreement, and such information shall be used or disclosed solely for such purpose or purposes for which it was intended under this Agreement.

- 6. **Penalties for Violation of Agreement.** In addition to any potential civil and/or criminal penalties which may result from violation of any terms of this Agreement, federal/state laws *Enter if applicable or DELETE* – Chapter 69, Wis. Stat., the Department may demand and retrieve all data covered by this Agreement.
- 7. **Indemnification and Hold Harmless.** In the event of any third-party civil action based in whole or in part on a cause of action for damages resulting from the improper use or disclosure of the data covered by this Agreement provided to the Recipient by the Department, the Recipient agrees to indemnify the Department for costs associated arising from use or disclosure of data by the Recipient in a manner not permitted under state/federal law and hold the Department or its successors harmless from any damages resulting from such claims to the extent allowed by Wis. Stat. §§ 893.82 and 895.46.
- 8. **Other.** The Recipient attests that this data will not be used for any litigation or court action.

---

**SIGNATURE** – Enter title  
 Enter name  
 Choose Division

---

Date Signed

---

**SIGNATURE** – Requestor  
 Enter name  
 Enter organization

---

Date Signed

Add additional signature block or clear

Add additional signature block or clear

Add additional signature block or clear

**ATTACHMENT A****Data Elements in Final Data Set**

The data elements in Recipient's file will include:

Enter text

**ATTACHMENT B**

Enter organization **Staff Listing**

Following is a list of staff, contractors/subcontractors, limited-term staff and unpaid personnel of the Recipient and all others who have access to the data per this Agreement. These individuals have read the Data Use Agreement, as well as the statement on this page between the Department and the Recipient, and agree to abide by all terms of the Agreement. The Recipient Agreement Coordinator will forward to the Department a list of names and signatures of new staff before being granted access to the data covered by this Agreement.

I have a legal and ethical responsibility to protect the confidentiality and security of all data and information that I have access to from this Agreement. I will take all reasonable precautions to safeguard this data. I will put in place appropriate administrative, physical and technical safeguards to protect the privacy and security of this data. I will not in any way use, divulge, copy, release, sell, loan, review, alter or destroy any data except as properly authorized within the scope of this Agreement. I will report to my Agreement Coordinator any conditions or activities that I reasonably believe may potentially compromise the data. I will avoid any action that will provide confidential information to any unauthorized individual or agency. I will not provide any computer passwords or file access codes that protect these data to any unauthorized person. If I observe unauthorized access or divulgence of confidential data or records to other persons, I will report it immediately to the Department Agreement Coordinator. I understand that failure to report violations of confidentiality by others is just as serious as my own violation and may result in termination of current and future access to confidential data.

<b>Printed Name</b>	<b>Position</b>	<b>Indicate Action</b>	<b>Telephone Number / Email</b>	<b>Signature</b>
Enter name	Enter position	<input type="checkbox"/> Add <input type="checkbox"/> Delete	Enter info	
		<input type="checkbox"/> Add <input type="checkbox"/> Delete		
		<input type="checkbox"/> Add <input type="checkbox"/> Delete		
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		<input type="checkbox"/> Add <input type="checkbox"/> Delete		
		<input type="checkbox"/> Add <input type="checkbox"/> Delete		
		<input type="checkbox"/> Add <input type="checkbox"/> Delete		

**Attachment C**

**Attestation of Destruction of Data**

I certify that copies of data and information provided by the Department per this Agreement has been destroyed and rendered unreadable, unusable and indecipherable on Choose/enter date. If I discover that not all data was confidentially destroyed or returned to the Department, I am responsible for immediately notifying the Department, and all of the requirements of this Agreement still apply.

**SIGNATURE – Agreement Contact**

Date Signed

Enter name of Agreement Contact

Enter organization

Enter street address

Enter city, Enter state Enter zip code

Forward immediately to:

Enter Department Division

Attention: Enter name of Department Division contact

P.O. Box 309

Madison, WI 53701



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024

**DEPARTMENT:** Health Department

**FROM:** Chrystal Woller

**SUBJECT:** Consideration and Possible Action on Affiliation Agreement between Grand Canyon University & De Pere Health Department\*

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**ATTACHMENTS:**

- Memo\_ Affiliation Agreement between Grand Canyon University & De Pere Health Department (DOCX)
- AA - De Pere Health Department - WI (PDF)

# CITY OF DE PERE

## MEMO

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Meeting Date: 11/11/2024  
To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA

Re: Affiliation Agreement between Grand Canyon University & De Pere Health Department

---

The De Pere Health Department is interested in occasionally hosting undergraduate/graduate students from Grand Canyon University. This agreement would cover College of Nursing and Health Care Programs and would allow students to complete their academic requirement for a practicum site experience. This undergraduate/graduate rotation would be mutually beneficial for both the student and the De Pere Health Department. The City of De Pere Legal Department has reviewed this agreement.

AFFILIATION AGREEMENT  
 Between  
 GRAND CANYON UNIVERSITY  
 and  
 DE PERE HEALTH DEPARTMENT  
 For  
 FIELD EXPERIENCE PROGRAM

THIS AFFILIATION AGREEMENT ("AGREEMENT") is entered into by and between UNIVERSITY'S COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS at GRAND CANYON UNIVERSITY, with its principal place of business located at 3300 West Camelback Road Phoenix, AZ 85017 (hereinafter referred to as "UNIVERSITY") and the affiliated site identified in the Key Informational Terms below (hereinafter referred to as "AFFILIATE"). The Affiliate and University agree as follows:

**KEY INFORMATIONAL TERMS**

A. University's Name.  
 Grand Canyon University

D. Affiliate Name.  
 De Pere Health Department

B. University's Notice Address.  
 3300 W. Camelback Rd.  
 Phoenix, AZ 85017  
 Attn: CONHCP-OFE

E. Affiliate's Notice Address.  
 335 South Broadway  
 De Pere WI 54115  
 Attn:

C. Programs Covered by Agreement.  
 College of Nursing & Health Care Programs  
 - See Exhibit A

WHEREAS, AFFILIATE wishes to share its facilities with the UNIVERSITY in the preparation of students by making its resources available to the faculty from the UNIVERSITY for the instruction of students.

WHEREAS, the UNIVERSITY and AFFILIATE share the common objective of: (1) developing and maintaining high quality services through which progressive learning experiences can be provided, and (2) increasing interaction between the academic faculty and field site staff for the best utilization of available teaching facilities and expertise.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

## SECTION A

### RESPONSIBILITIES OF THE UNIVERSITY

1. Administrative Personnel and Faculty. The UNIVERSITY, without cost to AFFILIATE, shall provide an administrative framework and a teaching faculty for the UNIVERSITY, adequate in number, qualifications and competence to develop and carry forward its courses. The UNIVERSITY shall be responsible for planning and implementing the field experience by the selection, counseling and evaluation of the students. All students will have online classroom supervision by UNIVERSITY faculty. Students from the UNIVERSITY will participate in the field experience program at AFFILIATE with the supervision of AFFILIATE or UNIVERSITY preceptors, mutually determined by both parties.
2. Standards of Education. The UNIVERSITY shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. UNIVERSITY shall provide for continuous planning for students in cooperation with appropriate nursing staff of the AFFILIATE. The UNIVERSITY shall be responsible for notifying AFFILIATE of any loss or reduction of accreditation, licensing and credentials of the UNIVERSITY, its personnel and/or students.
3. Variance (Incident) Reports. Student errors must be documented, utilizing the Variance or Incident Report form used by the AFFILIATE, and processed according to AFFILIATE's policy/procedure.
4. Responsibility and Provision for Students. Subject to AFFILIATE's overall supervisory responsibility for client services, the tuition, welfare, control, discipline and activities of all students shall be the responsibility of the UNIVERSITY and it will make uniform and adequate provisions therefore in accordance with UNIVERSITY policies.

5. Health Insurance. The student is responsible for providing his or her own health insurance. In the event of an emergency, AFFILIATE will provide such emergency care as is provided its employees. The student will be responsible for any charge thus generated.
6. Health or Onboarding Requirements. AFFILIATE agrees to provide UNIVERSITY with all Health or Onboarding Requirements prior to execution of the agreement. If no record is provided upon execution of the agreement, the students will be cleared on UNIVERSITY's standard Health Requirements.
7. Policies, Rules, and Regulations. UNIVERSITY shall instruct each student that he/she shall follow all administrative policies, standards and practices of AFFILIATE while participating in the field experience to the extent that AFFILIATE's rules and regulations do not contradict UNIVERSITY'S rules and regulations.
8. Performance Evaluation. The UNIVERSITY shall provide AFFILIATE with a performance evaluation tool to be completed for each student by AFFILIATE, as applicable.

## **SECTION B**

### RESPONSIBILITIES OF AFFILIATE

9. Coordination of Field Experience. AFFILIATE, without cost to the UNIVERSITY will provide a contact whose responsibility will be: (i) to coordinate the field experience of all participating programs of Nursing and Health Care Professions, (ii) make provisions for adequate orientation of the faculty and students of the UNIVERSITY of AFFILIATE's philosophies, rules, regulations, policies, programs, facilities and proper channels or communication, (iii) make provision for adequate exchange of information between the UNIVERSITY faculty and AFFILIATE STAFF, (iv) AFFILIATE shall participate in the evaluation of student performances at least once in each field experience if applicable, and (v) interpret change in AFFILIATE's policies and programs.
10. Patient interaction. AFFILIATE understands and agrees that it is responsible for developing and maintaining services to all of its patients or participants including those patients or participants involved in the AFFILIATE with students. AFFILIATE shall have the right and duty to fix, and it may alter, standards of care for patients or participants within AFFILIATE facilities and in this connection agrees to take into consideration requests and suggestions by UNIVERSITY having to do with sound teaching. And that it will provide an adequate, competent staff to be responsible for these services and that these will not be performed by the faculty and students of the UNIVERSITY. AFFILIATE shall maintain sound teaching necessary to maintain the UNIVERSITY'S accreditation, including accreditation by the applicable State's Department of Health Services.

11. The faculty and students shall have access to the designated patient or participant care/service areas and services departments of AFFILIATE during periods of actual instruction and practice courses in the field experience areas and/or have access to the individual patient or participant records of patients or participants with whom they are working as required for instructional purposes.
12. Inspection for Accreditation. AFFILIATE shall, on reasonable request, permit the inspection of facilities, records, and other items pertaining to the field experience by the UNIVERSITY or its accrediting agencies.
13. Facilities Provided by AFFILIATE. Upon request of UNIVERSITY, AFFILIATE agrees to make available to the UNIVERSITY certain facilities of AFFILIATE for use by the UNIVERSITY faculty without charge and if they are available. Students and faculty are responsible for price of meal in dining facility. The UNIVERSITY understands and agrees that the library student rules must be maintained, if applicable.

## SECTION C

### INSURANCE AND LIABILITY

14. Insurance. Upon request, the UNIVERSITY will provide to AFFILIATE certificates of coverage showing that the UNIVERSITY is maintaining in effect during the entire term of this Agreement, at its sole cost and expense, the following insurance types and amounts:
  - (a) Commercial general liability insurance on a standard comprehensive occurrence form with a minimum combined single limit of not less than \$1 million and \$3 million yearly aggregate.
  - (b) UNIVERSITY shall name the City of De Pere as an additional insured on UNIVERSITY'S general liability insurance policy, and the terms of such coverage shall coincide with the terms of this Agreement.
  - (c) Professional liability insurance (errors and omissions) on a claims-made basis with a limit of not less than \$2 million per claim or wrongful act and \$4 million yearly aggregate.
  - (d) The UNIVERSITY shall provide written notification to AFFILIATE at least sixty (60) days prior to cancellation, termination, non-renewal, or material alteration of any policy.
  - (e) Failure by the UNIVERSITY to maintain the required insurance during any period of this Agreement shall give AFFILIATE the right to terminate this Agreement and AFFILIATE shall be entitled to recover from the

UNIVERSITY all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

15. Workers Compensation. The UNIVERSITY agrees that students and faculty are not employees of AFFILIATE for any purpose including workers' compensation or any other benefits under the scope of this agreement. AFFILIATE shall not be liable for any UNIVERSITY salaries or compensation whatsoever, and no UNIVERSITY personnel shall have any right or claim to any benefit or privilege as an employee or agent of AFFILIATE.
16. Indemnification. To the extent permitted by applicable law, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of this Agreement. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.
17. Good Faith - Attorneys' Fees and Costs. The parties desire that each raise only good faith disputes for arbitration and litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If either party fails to comply with any of the provisions of the Agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated to in the Agreement the losing party will pay to the prevailing party reasonable costs and expenses, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the court or arbitrator.

## SECTION D

### RESPONSIBILITIES OF UNIVERSITY AND AFFILIATE

18. Request for Withdrawal of Unsatisfactory Students. Upon mutual agreement, AFFILIATE reserves the right, upon consultation with the UNIVERSITY, to require the dismissal or removal from the field experience any student (i) whose personal characteristics prevent desirable relationships with AFFILIATE, (ii) whose health status is a detriment to the student's successful completion of the field experience or to the welfare of patient or participants or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.
19. Maintenance of Patient or Participant Services. To the extent applicable to this Agreement, UNIVERSITY agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009

(the “HITECH ACT”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. UNIVERSITY further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. UNIVERSITY will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

20. FERPA. The Parties agree to protect the participants’ educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants’ educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.
21. Independent Contractor. The parties hereto mutually agree that the relationship to exist between the UNIVERSITY and AFFILIATE is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other.
22. Non-Discrimination. Both parties, in connection with any service or other activity under this Agreement, agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The UNIVERSITY and AFFILIATE will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973. The UNIVERSITY and AFFILIATE will also comply with Executive Orders 11246 and 13672, and will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age or disability.
23. Applicable Law. This Agreement shall be governed and controlled by the substantive laws of the State of Wisconsin. Any and all disputes arising under this Agreement (including issues regarding the interpretation of any provision of this Agreement and determinations of whether any issue arising from or related to this Agreement is subject to arbitration) shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Arbitration proceedings shall occur before a single arbitrator and take place in Brown County, Wisconsin. The outcome of such arbitration proceedings shall be binding on the parties. If a party wishes to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the dispute, including, without limitation, provisional remedies, special action relief or stay proceedings in connection with special

action relief, either before commencing or at any point in the arbitration proceedings concerning such dispute, such party may initiate the appropriate litigation to obtain such relief, which may be subject to and controlled by the ultimate decision in the arbitration proceedings. The prevailing party in any court or arbitration proceeding shall be entitled to recovery of reasonable attorney’s fees and costs.

24. Order of Precedence. In the event of any conflict between this Agreement and any MOU(s) or other agreement(s) between the parties, the terms of this Agreement shall control.

25. Force Majeure. Either University or Affiliate shall be excused from performance to the extent performance is rendered impossible by strike, fire, flood, extreme weather, disaster, act of war or terrorism, military operations, riots, insurrection or civil disorder, national or local emergency, famine, disease, epidemic or pandemics, governmental acts or orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond either University’s or Affiliate’s reasonable control, as the case may be.

**SECTION E**

TERM AND TERMINATION

26. Period of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect until either party terminates the agreement. Either party may terminate this Agreement by giving at least sixty (60) days prior written notice to the other party. In the event this Agreement is terminated, any student enrolled in any of the Programs at the time of termination will be permitted to continue his or her training and complete the Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to become effective on the date when executed by both parties.

De Pere Health Department

COLLEGE OF NURSING AND  
HEALTH CARE PROFESSIONS  
GRAND CANYON UNIVERSITY

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: Dr. Lisa Smith  
Title: Dean & Professor, CONHCP  
Date: \_\_\_\_\_

**EXHIBIT A****Covers the following programs:**

BSN Pre-licensure

Bachelor of Science in Nursing (RN-BSN)

Master of Science in Nursing (Emphasis in Education, Leadership, Public Health, Health Informatics, Health Care Quality & Patient Safety)

Master of Public Health

Master of Science in Health Informatics

Master of Science in Health Administration (optional emphasis: Quality Improvement & Patient Safety)

Doctor of Nursing Practice

Acute Care Nurse Practitioner

Family Nurse Practitioner

MS – Dietetics and Nutrition



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024

**DEPARTMENT:** Health Department

**FROM:** Chrystal Woller

**SUBJECT:** Consideration and Possible Action on Affiliation Agreement between Rasmussen College & De Pere Health Department\*

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**ATTACHMENTS:**

- Memo\_ Affiliation Agreement between Rasmussen & De Pere Health Department (DOCX)
- DEP-14366 Rasmussen - DePere Public Health.final (PDF)

# CITY OF DE PERE

## MEMO

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Meeting Date: 11/11/2024  
To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA

Re: Affiliation Agreement between Rasmussen College & De Pere Health Department

---

The De Pere Health Department is interested in occasionally hosting undergraduate students from Rasmussen College Nursing Program. This signed agreement would allow students to complete their academic requirement for a practicum site experience. This undergraduate rotation would be mutually beneficial for both the student and the De Pere Health Department. The City of De Pere Legal Department has reviewed this agreement.

## SCHOOL OF NURSING PRACTICUM SITE AGREEMENT

This Practicum Site Agreement (“Agreement”) is entered into as of October 25, 2024 (“Effective Date”) by and between Rasmussen College, LLC, a Delaware limited liability company (“Rasmussen”) and DePere Public Health (“Facility”).

**WHEREAS**, Rasmussen and Facility desire to provide learning opportunities for students of Rasmussen’s School of Nursing programs (“Program”); and

**WHEREAS**, the parties desire to cooperate to provide facilities for on-site training of students in the Program (“Students”) that is an extension of Students’ classroom experience.

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. **Facilities and Program.** Facility agrees to provide a practicum/clinical site to permit Students to receive training and perform services at Facility under the supervision of Facility and Rasmussen. Facility and Rasmussen will agree on the numbers of Students who will participate, the duration of the experience for each Student or group of Students, and the nature of the training to be provided.
  
2. **Term and Termination.**
  - a. This Agreement will commence on the Effective Date and continue for one (1) year. Thereafter, this Agreement will renew automatically for successive one-(1-) year terms unless terminated by written notice of either party at least thirty (30) days prior to the end of any term.
  - b. This Agreement may be terminated for cause by either party after providing thirty (30) days written notice to the party in breach, subject to the breaching party’s right to cure the breach within such thirty (30) day period. If the breaching party fails to cure or correct the breach within thirty (30) days after receipt of written notice, the non-breaching party shall have the right to immediately terminate the Agreement.
  - c. In the event of any termination of this Agreement, Facility shall allow Students to complete their training cycle, to the extent they were scheduled to begin on or before the termination date.
  
3. **Facility’s Obligations.** Facility agrees to:
  - a. Provide qualified professionals to supervise Students during their training experiences;
  - b. Maintain the standards which make Facility eligible for approval as a practical environment for Student instruction;
  - c. Provide an orientation for Students and faculty assigned to Facility regarding Facility’s policies and procedures;
  - d. Inform Students and Rasmussen of Students’ professional growth and clinical competence, including informal feedback and end-of-rotation evaluations;

- e. Retain overall responsibility for the quality of patient care;
- f. Adhere to Rasmussen's policy to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by applicable laws and regulations; and
- g. Secure and maintain in confidence all files and personally identifiable information of students Facility encounters under this Agreement, whether or not they participate in a clinical experience. Use of such files and information must be limited by Facility to carrying out its duties under this Agreement. Access to such files and information must be limited to employees that need to know and agree to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to Rasmussen. For the purpose of this Agreement, pursuant to FERPA, specifically 34 C.F.R. § 99.31(a)(1)(i)(A), Rasmussen hereby designates Facility as a school official with a legitimate educational interest in the educational records of Students who participate in educational rotations at Facility to the extent that access to the records is required by Facility to carry out its responsibilities under this Agreement. Upon Rasmussen's request, Facility will promptly destroy or return to Rasmussen all student files and personally identifiable information described in this section.

**4. Rasmussen's Obligations.** Rasmussen agrees to:

- a. Designate a faculty member to work with the designated representative of the Facility to coordinate Student clinical rotations;
- b. Select Students for clinical rotations who have successfully completed all necessary prerequisite courses and requirements, and designate qualified members of its faculty to oversee and instruct Students during placement;
- c. Provide Facility with a list of Students who will be participating in clinical rotations at Facility;
- d. Ensure that Students are familiar with their responsibilities while participating in clinical rotations, including their obligation to comply with all policies and procedures of Facility;
- e. Advise Students that they are required to:
  - i. Respect the confidentiality of Facility's patients and their records in accordance with Rasmussen's and Facility's guidelines and applicable law;
  - ii. Comply with all policies of Rasmussen and Facility;
  - iii. Meet health standards as required by Rasmussen and Facility; and
  - iv. Submit to a drug test and/or background check if required by Facility and/or state law; and
- f. Be responsible for the cost of equipment owned by Facility that is broken or damaged as a result of the willful acts of Students.

**5. Removal of Students from Practicum Site.** Facility will have the right to require Rasmussen to remove any Student or faculty member from a practicum site if that Student or faculty member in any way violates, contravenes, ignores, neglects, abuses, or otherwise

disregards the accepted standards of Facility. Such a decision to request removal of a Student or faculty member from the practicum site is in the sole discretion of the Facility and will not be subject to consideration or reconsideration by any other person or entity.

6. **Scheduling.** Rasmussen will plan and schedule the days and hours that Students enrolled in the Program will use Facility for practicum experiences, with consent and approval of Facility.
7. **Areas of Training and Experiences.** Students will receive training and practice at Facility designed to provide Students with opportunities to interact with clients and gain competency performing required skills. Facility will take reasonable care to ensure that Students are not allowed to perform any function within the Facility for which they are not qualified or appropriately licensed.
8. **Confidentiality/HIPAA.**
  - a. Rasmussen and its Students will respect the confidential nature of all patient information, as well as other Facility records, in accordance with applicable federal, state, and local laws and regulations regarding the confidentiality of patient information and proprietary information.
  - b. Solely for the purposes of defining the Students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, Rasmussen Students and faculty engaged in activities pursuant to this Agreement are members of the Facility's workforce, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Rasmussen Students and faculty are not and will not be construed to be employees of the Facility.
  - c. Rasmussen will cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, making its Students and faculty available for Facility's training in its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, Rasmussen will instruct its Students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.
9. **Emergency Medical Care and Infectious Disease Exposure.**
  - a. Any emergency medical care available at Facility will be available to Rasmussen faculty and Students who becomes injured or ill while at Facility. Rasmussen faculty and Students will be responsible for payment of charges attributable to their individual emergency medical care.
  - b. For Rasmussen Students, employees, and agents exposed to an infectious disease at Facility, Facility will follow the same policies and procedures which Facility follows for its employees, and the potentially infected individual must immediately report the information to Rasmussen and Facility. Any hospital or medical costs arising from the exposure will be the sole responsibility of the Rasmussen Student, employee, or agent who receives the treatment and not the responsibility of Facility.

10. **No Compensation.** The parties agree that because clinical rotations are for the benefit of Students, and Facility derives no immediate advantage from the activities of Students, Students will not be paid any compensation or receive any benefits from Facility. Facility represents that (i) no employee is being displaced by a Student; (ii) clinical rotations are not being used as a “trial period” for future employment for any Student; and (iii) clinical rotations are not being used to augment Facility’s workforce. Rasmussen and Facility each will bear its own costs associated with this Agreement, and no payment is required by either party to the other.

11. **Insurance.**

- a. Rasmussen will maintain and/or cause its Students to maintain public liability insurance covering them, with limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate per policy year, and professional liability insurance covering them, with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per policy year, against any claims arising from any act or omission of any Student while participating in practicum experiences at Facility. Rasmussen shall name the City of De Pere as an additional insured on Rasmussen’s public liability insurance policy, and the terms of such coverage shall coincide with the term of this Agreement.
- b. Facility will maintain professional liability insurance for it and its staff, agents, and employees with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate and general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
- c. Upon request, each party agrees to furnish to the other a certificate of insurance.
- d. Each party agrees to inform the other of any revocation, reduction, or material change in any insurance required under this clause.

12. **Indemnification.** Each party agrees to be fully responsible for, and agrees to indemnify, defend, and hold harmless the other party, from and against all claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorney’s fees) resulting from or arising in connection with any breach by the indemnifying party, its employees, or agents of its obligations under this Agreement or any claim made by a third party based upon the negligent or willful act or omission by the indemnifying party, its employees, or agents in connection with the indemnifying party’s obligations and activities under this Agreement. This indemnification provision will survive termination of this Agreement.

13. **General Terms.**

- a. **Relationship of the Parties.** The parties understand and agree that Facility is merely providing the facilities and supervision for training for Students and that in doing so, there is not created thereby any agency relationship between Rasmussen, its Students or faculty and Facility, nor is there any such agency, employment, or other supervisor-subordinate relationship established between Facility, its agents, and the Students. Rasmussen will be solely liable for the actions of its Students and employees.

- b. Publication of Facility Name and Address. Facility grants Rasmussen and its affiliates the right to include Facility's name and address in its published and online list of practicum sites.
- c. Entire Agreement. This Agreement contains the full and entire Agreement and understanding between the parties as to the subject matter contained herein and expressly supersedes all prior oral and written communications regarding the subject matter hereof.
- d. Amendment. Any amendment or modification to this Agreement will be in writing and signed by authorized officers of each party.
- e. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that either party may assign this Agreement in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates. This Agreement will be binding upon and inure to the benefit of any successors of the parties. Any such successors of the parties will be deemed substituted for the predecessor under the terms of this Agreement for all purposes.
- f. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed a duplicate original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic signature, and any such signature will have the same force and effect as execution of an original.
- g. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach hereof.
- h. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to that State's choice of law principles.

- 14. Notice.** Any notices required hereunder will be in writing and will be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at the addresses below or to such other addresses of which a party will have notified the other in accordance with the provisions of this Section.

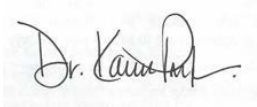
If to Rasmussen:        Rasmussen College, LLC  
                                   Attn: Legal Department  
                                   303 West 3rd Avenue  
                                   Ranson, West Virginia 25438

With a copy to:        [contracts@rasmussen.edu](mailto:contracts@rasmussen.edu)

If to Facility: DePere Public Health  
Attn: Crystal Woller  
335 S. Broadway  
DePere, Wisconsin 54115

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

**Rasmussen College, LLC**



By: \_\_\_\_\_  
Name: Karin Polifko, PhD, RN, CNE, NEA-BC  
Title: Vice President and Associate Chief  
Academic Officer, Nursing  
Date: October 25, 2024

**DePere Public Health**

By: \_\_\_\_\_  
Name:  
Title:  
Date:



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024

**DEPARTMENT:** Health Department

**FROM:** Chrystal Woller

**SUBJECT:** Consideration and Possible Action on Proposed 2025-26 Health Department Fees

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**ATTACHMENTS:**

- Proposed Fees\_Health Department (DOCX)
- HD Fee Schedule for 2025-26\_Proposed (PDF)
- Weights & Measures application.license 2025-26 (PDF)

# CITY OF DE PERE

## MEMO

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To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA  
Date: 11/11/2024

Re: Proposed Fees\_ 5% increase

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As part of the budget process Finance and Administration have asked all departments to increase any eligible (not statutorily regulated) fees by 5%. This could be completed for DATCP/DSPS licenses, but not Weights and Measures, at this time. Most of the fees managed by the health department are related to the Environmental Health Program and related to licensing and inspection. The proposed health department fees will be embedded in the proposed overall city fees that will be proposed for consideration through the standard city approval processes.

City of De Pere Health Department  
Fee Schedule

2025-2026 License Year DATCP  
(7/1/25-6/31/26)

Type of Licensing	2024-2025 Fees	2025-2026 Fees (Proposed 5% increase)	# facilities in De Pere	Projected revenue	Notes
<b>Division of Food and Recreational Safety (DFRS)</b>					
<b>RETAIL FOOD- SERVING MEALS (restaurants, catering, mobiles)</b>					
Retail Food -Serving Meals, Prepackaged	\$140.00	\$ 147.00	1	\$ 147.00	
Retail Food-Serving Meals, Prepackaged w/ Tavern	\$272.00	\$ 286.00	5	\$ 1,430.00	
Retail Food- Serving Meals, Simple	\$497.00	\$ 522.00	3	\$ 1,566.00	
Retail Food- Serving Meals, Simple w/ Tavern	\$629.00	\$ 660.00	0	\$ -	
Retail Food -Serving Meals, Moderate	\$643.00	\$ 675.00	39	\$ 26,325.00	
Retail Food -Serving Meals, Moderate w/ Tavern	\$775.00	\$ 814.00	14	\$ 11,396.00	
Retail Food- Serving Meals, Complex	\$793.00	\$ 833.00	8	\$ 6,664.00	
Retail Food - Serving Meals, Complex w/ Tavern	\$925.00	\$ 971.00	10	\$ 9,710.00	
Additional kitchen area	\$91.00	\$ 96.00	0	\$ -	
Tavern	\$132.00	\$ 139.00	2	\$ 278.00	
Additional bar area-tavern	\$37.00	\$ 39.00	0	\$ -	
<b>LODGING</b>					
Hotel / Motel 5-30 Rooms	\$338.00	\$ 355.00	1	\$ 355.00	
Hotel / Motel 31-99 Rooms	\$482.00	\$ 506.00	3	\$ 1,518.00	
Hotel / Motel 100-199 Rooms	\$596.00	\$ 626.00	0	\$ -	
Hotel / Motel 200+ Rooms	\$698.00	\$ 733.00	0	\$ -	
Bed & Breakfast	\$157.00	\$ 165.00	0	\$ -	

Health Department Fee Schedule\_DRAFT

Tourist Rooming House	\$129.00	\$ 135.00	40	\$ 5,400.00	
<b>SWIMMING POOLS</b>					
Simple Pool	\$233.00	\$ 245.00	5	\$ 1,225.00	
Simple Pool w/ Features	\$386.00	\$ 405.00	0	\$ -	
Moderate Pool	\$349.00	\$ 366.00	4	\$ 1,464.00	
Moderate Pool w/ Features	\$504.00	\$ 529.00	4	\$ 2,116.00	
Complex Pool	\$437.00	\$ 459.00	0	\$ -	
Complex Pool w/ Features	\$590.00	\$ 620.00	1	\$ 620.00	
Annual Indoor pool sampling fee	\$101.00	\$ 106.00	9	\$ 954.00	
Annual Outdoor pool sampling fee	\$84.00	\$ 88.00	5	\$ 440.00	
<b>CAMPGROUNDS/SPECIAL EVENT CAMPGROUNDS</b>					
1-25 Sites	\$215.00	\$ 226.00	0	\$ -	
26-50 Sites	\$264.00	\$ 277.00	0	\$ -	
51-99 Sites	\$301.00	\$ 316.00	1	\$ 316.00	
100-199 Sites	\$347.00	\$ 364.00	0	\$ -	
Over 200 Sites	\$389.00	\$ 408.00	0	\$ -	
<b>REC ED</b>					
Simple	\$571.00	\$ 600.00	1	\$ 600.00	
Simple w/ Hospitality	\$629.00	\$ 660.00	0	\$ -	
Moderate	\$622.00	\$ 653.00	0	\$ -	
Moderate w/ Hospitality	\$740.00	\$ 777.00	0	\$ -	
Complex	\$664.00	\$ 697.00	0	\$ -	
Complex w/ Hospitality	\$833.00	\$ 875.00	0	\$ -	
				\$ -	
<b>TATTOO / BODY PIERCING</b>					
Tattoo Establishment	\$214.00	\$ 225.00	5	\$ 1,125.00	
Body-Piercing Establishment	\$214.00	\$ 225.00	0	\$ -	
Combined Tattoo & Body Piercing Establish	\$315.00	\$ 331.00	1	\$ 331.00	
Temporary Tattoo Establishment	\$140.00	\$ 147.00	0	\$ -	
Temporary Body Piercing Establishment	\$140.00	\$ 147.00	0	\$ -	
Temporary Combined Tattoo/Body -Piercing	\$202.00	\$ 212.00	0	\$ -	
<b>SCHOOLS</b>					

## Health Department Fee Schedule\_DRAFT

Production Kitchen	\$293.00	\$ 308.00	11	\$ 3,388.00	
Satellite kitchen	\$207.00	\$ 217.00	3	\$ 651.00	
<b>RETAIL FOOD - NOT SERVING MEALS (includes mobiles)</b>					
Retail Food- Not Serving Meals, Prepackaged (TCS)	\$143.00	\$ 150.00	8	\$ 1,200.00	
Retail Food- Not Serving Meals, Simple (final product non-TCS)	\$222.00	\$ 233.00	13	\$ 3,029.00	
Retail Food- Not Serving Meals, Simple (TCS Food)	\$477.00	\$ 501.00	9	\$ 4,509.00	
Retail Food- Not Serving Meals, Moderate	\$700.00	\$ 735.00	16	\$ 11,760.00	
Retail Food- Not Serving Meals, Complex	\$1,292.00	\$ 1,357.00	4	\$ 5,428.00	
				\$ -	
<b>TRANSIENT RETAIL FOOD ESTABLISHMENT</b>					
Non-TCS Food**	\$93.00	\$ 98.00	0	\$ -	
TCS Food	\$188.00	\$ 197.00	15	\$ 2,955.00	
Prepackaged TCS Food only**	\$55.00	\$ 58.00	1	\$ 58.00	
Micromarket	\$45.00	\$ 45.00	15	\$ 675.00	can't increase above state fee*
Micromarket 2+	\$67.00	\$ 67.00	4	\$ 268.00	can't increase above state fee*
<b>FEES FOR DATCP</b>					
Inspection Fee	\$49.00	\$ 51.00	0	\$ -	
Operating without a License/Permit	\$181.00	\$ 190.00	0	\$ -	
Operating without a Certified Food Manager on Staff	\$168.00	\$ 176.00	0	\$ -	
Late Fee	\$181.00	\$ 190.00	0	\$ -	
Level 1 Pre-inspection for Prepackaged, Tourist Rooming House, and Bed & Breakfast licenses	\$151.00	\$ 159.00	0	\$ -	
Level 2 Pre-inspection for other license type	\$302.00	\$ 317.00	0	\$ -	
1st Reinspection	\$141.00	\$ 148.00	0	\$ -	

**Health Department Fee Schedule\_DRAFT**

2nd Reinspection	\$281.00	\$ 295.00	0	\$ -	
3rd Reinspection	\$421.00	\$ 442.00	0	\$ -	
<b>WEIGHTS AND MEASURES PROGRAM</b>					
Device Fees by Type	Attached listing	Attached listing			
Late Fee	10% of license fee	10% of license fee			
Annual Processing Fee	\$40.00	\$ 40.00			
<b>2025 GENERAL PUBLIC HEALTH</b>					
TSPOT Test	\$55.00	\$ 58.00	X		
Tuberculosis Skin Test	\$20.00	\$ 21.00	X		
Influenza Vaccination	\$20.00	\$ 25.00	X		
Radon Test Kit-short term	\$10.00	\$ 10.00	X		
Bee Keeping Initial Permit	\$30.00	\$ 30.00	X		
Bee Keeping Renewal Permit	\$10.00	\$ 10.00	X		
Noise Variance Permit	\$30.00	\$ 30.00	X		
			<b>ANTICIPATED REVENUE</b>	\$ 107,901.00	

**CITY OF DE PERE—WEIGHTS & MEASURES APPLICATION/LICENSE – 2024-2025**

Business Name \_\_\_\_\_

Legal Licensee \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Phone \_\_\_\_\_

Agent \_\_\_\_\_

DEVICE FEES	RATE per device	INVENTORY	TOTAL
Scales 0 to 30 lbs.	\$30.00		
Scales 31 to 1000 lbs.	\$70.00		
Scanner (\$95.00 flat fee for 1-4 scanners)	\$95.00 flat rate		
* additional scanners - over 4 (\$18.00 per scanner)	\$18.00		
High Accuracy Scales (Pharmaceutical, Jewelers, Precious Metals)	\$30.00		
Computing Pumps (retail gas pumps, each grade)	\$25.00		
High Speed Diesel Fuel Dispenser	\$70.00		
Timing Devices	\$15.00		
Taximeters	\$20.00		
Specialized & Non-Categorical Devices/Consultations	\$49.00/hr.		
Re-inspection Fee	\$100.00		
Late Payment Fee	\$100.00		
Penalty Fee for Device Non-Registration	Double the per device fee		
<b>Annual License Processing Fee</b>	<b>\$40.00</b>		<b>\$40.00</b>
<b>TOTAL DUE</b>			

The permit becomes valid upon payment of the total fee. Make checks payable to the CITY OF DE PERE.

Return your application and remittance fee to the Health Department, City of De Pere, 335 S. Broadway Street

De Pere, WI 54115

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024

**DEPARTMENT:** Health Department

**FROM:** Chrystal Woller

**SUBJECT:** Program Performance Management Dashboard Update Q3

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**ATTACHMENTS:**

- Dashboard memo Q3 (DOCX)
- quarter 1-3 dashboard 11.3.2024 (PDF)

# CITY OF DE PERE

## MEMO

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To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA  
Date: 11/11/2024

Re: Q3 Dashboard results

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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.

Staff have made a few edits to the tracking dashboard as the department has improved data collection processes. To date, some operational changes have occurred based on the data collected/analyzed, noting the Environmental Health Program specifically. As you can see, with the number of inspections that have occurred based on FTE was exceeding capacity. Hiring temporary intern assistance for the summer months and reassigned animal bite follow up responsibility to the Deputy Health Officer has since equalized some of the capacity; however, this will need to continue to be monitored.

Program Performance Measures						
	2024 Goal	Q1	Q2	Q3	Q4	YTD
<b>Administrative</b>						
Percent of staff who completed blood borne pathogen training.	100%	40%	60%	0%		100%
Percent of staff who completed the colors personality training.	100%	0%	100%	0%		100%
Percent of staff who have implemented strategies related to content learning from the Colors Personality Training	100%	80%	20%	0%		100%
Percent of staff who completed the Performance Management and Quality Improvement annual training.	100%	20%	0%	0%		20%
<b>Emergency Preparedness and Response</b>						
Percent of staff compliant with required Incident Command System training based on their positions.	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%		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%		45%

<b><u>Performance Measure - Foundational Public Health Service Areas (hyperlinked)</u></b>						
	<b>2024 Goal</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>YTD</b>
<b>Communicable Disease Control</b>						
Total number of children and adults who received a flu vaccine administered by DPHD.	206	0	0	45		45
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%		84%
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		15
<b>Chronic Disease &amp; Injury Prevention</b>						
Total number of unique individuals trained in Narcan administration.	100	25	60	34		119
Percent of families who state they are now able to properly install or know the resources to access this service.	90%	100%	91%	100%		97%
Percent of eligible referrals that completed a home visit through the Steps to Safety Program.	30%	33%	30%	71%		45%
Percent of participants who implemented at least one fall reduction measure since starting Bingocize.	90%	NA	81%	NA		81%
Percent of participants who rate their satisfaction with the quality of the Bingocize program as satisfied or very satisfied.	75%	NA	84%	NA		84%

Environmental Public Health						
Total number of short-term radon kits distributed for home testing.	90	79	8	0		87
Percent of children who received follow up for blood lead levels ≥ 3.5 mcg/dL.	100%	NA	NA	100%		100%
Percent of DATCP/DSPS facilities inspected (routine inspection). Denominator (247 licenses total)	100%	15%	36%	24%		74%
Total number of DATCP/DSPS inspections conducted (this data is based on a calendar year).	224	46	121	90		257
Staff capacity to meet inspection standards by FTE status (.8 FTE=224-256 inspections)	100%	18%	47%	35%		100%
Percent of animal bite incident reports addressed within 1 business day of receipt.	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%

**Maternal, Child & Family Health**

Total number of birth packets that are mailed to first time parents with resources and services.	225	58	55	68		181
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		210

**Outreach and Access to & Linkage with Clinical Care**

Total number of health related referrals made to community agencies.	20	2	1	16		19
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		111

**Fee Revenue Collected by Program**

	2024 Goal	Q1	Q2	Q3	Q4	Total Revenue Collected	Percent of Goal
<b>Public Health / Environmental Health</b>							
General Public Health	\$1,400	\$40	\$214	\$55		\$309	22%
Food & Beverage Licenses	\$95,746	\$4,048	\$64,212	\$41,911		\$110,171	115%
Grants	\$61,506	\$14,132	\$75,302	\$69,935		\$159,369	259%
Weights & Measures	\$21,661	\$0	\$17,727	\$3,279		\$21,006	97%

2024 Organizational Goals & Objectives Progress Tracker				
	Q1	Q2	Q3	Q4
<b>Priority Area 1: Workforce Development</b>				
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	White
Goal 2, Objective 1: By December 31, 2024, review and revise the 2023 Workforce Development Plan.	Red	Red	Yellow	White
	Q1	Q2	Q3	Q4
<b>Priority Area 2: Strategic Plan</b>				
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	White
Goal 2, Objective 1: By December 31, 2024, review and/or revise the agency Strategic Plan.	Red	Red	Yellow	White

Subject	Location	Start
LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 7/8/2024 10:00 AM
Car Seat Clinic	De Pere City Fire Department	Thu 7/11/2024 3:00 PM
LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 7/15/2024 10:00 AM
VFC Clinic: Walk-In Wednesday	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Wed 7/17/2024 2:30 PM
Library Picnic and Play		Thu 7/18/2024 10:15 AM
LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 7/22/2024 10:00 AM
Bike Rodeo	Lambeau Field (1265 Lombardi Ave, Green Bay, WI 54304)	Wed 7/24/2024 7:30 AM
LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 7/29/2024 10:00 AM
Library Picnic and Play	Brown County Library - De Pere (333 N Broadway, De Pere, WI 54115)	Thu 8/1/2024 10:15 AM
Car Seat Clinic	De Pere City Fire Department	Thu 8/1/2024 3:00 PM
Brown County Breastfeeding Coalition	Love, Learn, Latch at Kress Library	Fri 8/2/2024 8:00 AM

LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 8/05/2024 10:00 AM
National Night Out	De Pere Community	Tue 8/6/2024 3:30 PM
LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 8/12/2024 10:00 AM
AED, Bleeding Control, and Narcan Training w/ FD	MSC	Wed 8/14/2024 11:30 AM
MIH Home Visit		Thu 8/15/2024 10:00 AM
De Pere Farmers Market (Env. Health)	George Street	Thu 8/15/2024 2 :00 PM
LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 8/19/2024 10:00 AM
VFC Clinic: Walk-In Wednesday	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Wed 8/21/2024 2:30 PM
LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 8/26/2024 10:00 AM
Car Seat Clinic	De Pere City Fire Department	Tues 8/27/2024 3:00 PM
MIH Home Visit		Wed 8/28/2024 2:00 PM
LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 9/3/2024 10:00 AM
Be the Light Walk	KI Convention Center	Fri 9/6/2024 3:00 PM
Fox 11: Pertussis	Media Interview	Fri 9/6/2024 11:00 AM
Bingocize Sessions (7 session in this qtr)	De Pere Community Center	Mon 9/9/2024- 9/30/2024

LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 9/9/2024 10:00 AM
Narcan Training for Staff	Community Center	Mon 9/9/2024 1:00 PM
Belonging Begins Here Interview	Press Times	Tue 9/10/2024 2:30 PM
Freedom From Falls Event/ Feet First	The Salvation Army Ray and Joan Kroc Corps Community Center (1315 Lime Kiln Rd, Green Bay, WI 54311)	Tue 9/10/2024 9:00 AM
Bleeding Control/Narcan Training	City Hall	Tue 9/10/2024 11:00 AM
Rock the Block	Community	Thu 9/12/2024 1:00 PM
Library Picnic and Play	Brown County Library - De Pere (333 N Broadway, De Pere, WI 54115)	Thu 9/12/2024 10:15 AM
LTBI Medications	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Mon 9/16/2024 10:00 AM
Lead Home Visit		Tue 9/17/2024 9:00 AM
VFC Clinic: Walk-In Wednesday	335 S Broadway (335 S Broadway, De Pere, Wisconsin 54115)	Wed 9/18/2024 2:30 PM
Social Connection Event w/ Carol Bruess	F K Bemis Conference Center (100 Grant St, De Pere, WI 54115)	Thu 9/19/2024 5:00 PM
Pride Alive	Brown County Fairgrounds Campground (1500 Fort Howard Ave, De Pere, WI 54115)	Sat 9/21/2024 12:00 PM
Mugs for Rugs @ ADRC Fall Prevention Open House 10:30am-1pm	Downtown Green Bay (300 S Adams St, Green Bay, WI 54301)	Mon 9/23/2024 9:30 AM
Car Seat Clinic	De Pere City Fire Department	Thu 9/24/2024 9:30 AM
Join or Die Screening	Mulva Cultural Center (221 S Broadway, De Pere, WI 54115)	Thu 9/26/2024 3:30 PM
WALK IN FLU CLINIC @ De Pere Fire Open House	De Pere City Fire Department (400 Lewis St, De Pere, Wi 54115)	Sat 9/28/2024 9:00 AM



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024  
**DEPARTMENT:** Health Department  
**FROM:** Chrystal Woller  
**SUBJECT:** Communicable Disease Q3 Report

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**ATTACHMENTS:**

- CD Memo (DOCX)
- Q3 Communicable Disease Incident Count (PDF)

# CITY OF DE PERE

## MEMO

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To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA  
Date: November 11, 2024

Re: Communicable Disease Report Q3

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Notable cases and trends from this period include a case of West Nile, three cases of latent tuberculosis infection (LTBI), 9 cases of pertussis (whooping cough), and a case of salmonella.

Medication administration was completed through the health department for one case of LTBI (once/week for 12 weeks) and ordered for another who has not been responding to health department attempts to contact. Treatment for LTBI is not required and can be self-administered through a PCP/personal pharmacy for those with insurance and for daily regimens.

Pertussis cases continue to rise throughout the state, and we are still seeing cases in De Pere. There have been outbreaks at schools/daycares that have involved multiple jurisdictions.

Our salmonella case was epi-linked to the statewide salmonella outbreak that resulted in multiple egg recalls.

-Respectfully submitted, Danielle Jauquet BSN, RN



**Wisconsin Department of Health Services**  
**Division of Public Health**  
**PHAVR - WEDSS**

## Disease Incidents by Episode Date

Jurisdiction: De Pere

		2024
Disease Group	Disease	Total
Arboviral Disease	<i>Group Total:</i>	1
	ARBOVIRAL ILLNESS, WEST NILE VIRUS, NON-NEUROINVASIVE	1
Campylobacteriosis	<i>Group Total:</i>	2
Chlamydia Trachomatis Infection	<i>Group Total:</i>	15
Coronavirus*	<i>Group Total:</i>	37
	CORONAVIRUS, NOVEL 2019 (COVID-19)	33
	CORONAVIRUS, NOVEL 2019 (COVID-19) - ASSOCIATED HOSPITALIZATION	4
Giardiasis	<i>Group Total:</i>	2
Gonorrhea	<i>Group Total:</i>	2
Influenza – Associated Hospitalization	<i>Group Total:</i>	1
Invasive Streptococcal Disease (Groups A And B)	<i>Group Total:</i>	2
Mycobacterial Disease (Nontuberculous)	<i>Group Total:</i>	2
Pathogenic E.coli	<i>Group Total:</i>	2
Pertussis (Whooping Cough)	<i>Group Total:</i>	9
Salmonellosis	<i>Group Total:</i>	1
Streptococcus Pneumoniae Invasive Disease	<i>Group Total:</i>	1
Syphilis	<i>Group Total:</i>	1
Tuberculosis, Latent Infection (LTBI)	<i>Group Total:</i>	3
	<i>Period Total:</i>	81

Default Filters: 'State' EQUAL TO 'WI'

**CONFIRMED AND PROBABLE 8/2/2024-11/1/2024**

**\*only COVID hospitalizations are REQUIRED to be reported**

Executed: 11/1/2024 10:08:29 AM

Page 1 of 1



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024  
**DEPARTMENT:** Health Department  
**FROM:** Chrystal Woller  
**SUBJECT:** Environmental Health Q3 Update

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**ATTACHMENTS:**

- Environmental Health Q3 Update (DOCX)

# CITY OF DE PERE

## MEMO

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To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA  
Date: 11/11/2024

Re: Environmental Health Q3 Updates

The FDA Voluntary Retail Program Standards self-assessment is anticipated to be completed by the time of the BOH meeting. Once complete, the self-assessment is to be used to develop a comprehensive plan (over 5 years) working towards meeting each of the 9 standards. What the comprehensive plan does is help to prioritize which standards we choose to work on first. For example, if our program is 77% of meeting Standard 7 requirements, then we would choose to work on that standard verses a standard where we only meet 25% of the requirements. Additionally, the FDA and NEHA are offering grants to agencies that are enrolled in the Standards, such as ours, with the grant portal closing on November 20<sup>th</sup>. If awarded the grant, the money would be used to assist us with meeting the Standards' requirements and/or attend training to assist with the development of the comprehensive plan. As a reminder, this is only for the food program so there are lot of components to consider as far as time allocation within our Agent program.

For the Weights & Measures program, we are on track, so far, to meet program inspection goals for the 2024-2025 license year. Due to some of the changes with the MOU with DATCP W&M for the WinWam license, the format of meetings/trainings and attendance requirements will look different moving forward. In October, the Sanitarian attended the Weights & Measures Association conference where a lot of those discussions took place (regarding the MOU) and more in-depth training was provided.

The addition of new Tourist Rooming House (TRH) licenses continues. Since August, we have added a few more new TRHs with several in the "pending" status. We are realizing that there is a large learning curve for the new operators. The Sanitarian has been doing a lot of education with operators on how to properly fill out the license application and how to prepare for the inspection. The biggest challenge is the extra time it takes to provide this education and keeping track of the application status. At least one Cease and Desist notice has been sent to an unlicensed operator; this is still in progress.

-Respectfully Submitted, Trista Groth, RS



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024  
**DEPARTMENT:** Health Department  
**FROM:** Chrystal Woller  
**SUBJECT:** Director's Report Q3

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**ATTACHMENTS:**

- Director's Report (DOCX)

# CITY OF DE PERE

## MEMO

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To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA  
Date: 11/11/2024

Re: Q3 Director's Report

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The theme for this quarter has been Social Connection and Community Engagement! I wanted to provide a report on some of the initiatives the department has been working on over the last couple of months:

- The mural on George Street was completed and unveiled in September! This was a collaborative project with Definitely De Pere and tied into the Beyond Health Community Health Improvement Plan strategy 2.1, with the theme, *Belonging Begins Here*. Thank you to artist, Beau Thomas, (and every artist who submitted designs), and all of the community members that voted and engaged with the health department online and at the in-person events. A special thanks to the 2024 Maternal and Child Health Block Grant for funding this project, and Saks Holdings for the use of their building facade.
- The health department collaborated with SNC Health & Wellness Center to host Dr. Carol Bruess on campus. Carol's micro workshop for the community focused on how the COVID pandemic accelerated the epidemic of loneliness and isolation impacting both physical and mental health. As a relationship expert, she engaged with an audience of over 120 people to discuss how to make small changes in daily interactions that ultimately will enhance feelings of joy, improve physical health, and flourishing of the entire community. The evaluations from this event were extremely positive with great suggestions for future events.
- The health department collaborated with the Mulva Cultural Center to host a documentary screening of "Join or Die" highlighting the importance civic engagement and the benefits to the health of individuals, families and communities. After the documentary, guests were invited to an onsite joining fair where more than 18 civic organizations were present to engage with participants on their organization mission and membership information. Over 124 community members participated in this community event and the evaluations were overwhelmingly positive.
- The social media reach for the social connection events surpassed 9,200 people each, in addition, a blog and even an article published in the [Press Times](#) highlighted this important topic for our community.
- In addition, influenza vaccine clinics began this quarter. The health department was invited once again to the Fire Department Open House where we administered vaccines to children and adults alike. The health department also had information on lead exposure to include the large-scale lead house.
- The health department has had the opportunity to host an MCW-MPH student for the first time. Huda Ahmed has joined the health department to begin supporting the health department's

efforts of exploring the concept of a “Health in All Policies” initiative in the City of De Pere. She will be able to present a brief introduction of this work at this November Board of Health meeting.

- Finally, the health department has met most recently with regional/state public health staff to explore/pursue the designation of a Level III health department in accordance with state statute. This potential designation will not generate additional operational expenses as the health department can already describe current programming that supports this. Furthermore, this designation has the possibility of bringing in additional revenue for the department.



City of De Pere, Wisconsin

**Request For Board of Health Action**

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**MEETING DATE:** November 11, 2024  
**DEPARTMENT:** Health Department  
**FROM:** Chrystal Woller  
**SUBJECT:** Health in All Policies Introduction

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**ATTACHMENTS:**

- HiAP Introduction (DOCX)

# CITY OF DE PERE

## MEMO

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To: Members of the Board of Health  
From: Chrystal Woller BSN, RN, MBA  
Date: 11/11/2024

Re: Health in All Policies: An Introduction

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**Huda Ahmed** is a Medical College of Wisconsin, master's in public health student working with the De Pere Health Department since September. As part of the graduate program, Huda has been assisting De Pere Health Department in exploring a Health in All Policies approach within the City. As part of this foundational work, and to progress institutionalizing this concept, Huda will be educating policymakers and other stakeholders about what Health in All Policies is and the value of this work.

The health department looks forward to continuing this education, developing ongoing channels for cross-departmental collaboration and developing tools for other decision-makers to consider health impacts of potential policy, systems or environmental changes proposed, and exploring political will to formalize this framework in resolution.