



Board of Health

Regular Meeting

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

Agenda

Monday, September 19, 2016

5:15 PM

Riverview Conference Room

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Health** of the City of De Pere will be held on **September 19, 2016** at **5:15 PM** in the **Riverview Conference Room, 335 South Broadway Street, De Pere, WI 54115.**

I. Call to Order

1. Roll Call
2. Approval of the May 16, 2016 minutes
3. De Pere Health Department Quality Improvement Plan revision
4. DRAFT 2017 Board of Health Budget
5. DRAFT 2017 HEALTH DEPARTMENT BUDGET
6. Dept of Ag Trade and Consumer Protection Agent Contract*
7. Sanitarian Update
8. Communicable Disease Update
9. Health Hazard/Nuisance Update
10. Public Comment on Matters not on the Agenda
11. Department Outreach Activities
12. Future Agenda Items
13. Adjournment

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

Agenda Sent To:

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

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016
DEPARTMENT: Health Department
FROM: Chrystal Woller
SUBJECT: Approval of the May 16, 2016 minutes

ATTACHMENTS:

- 05-16-16 BOH Minutes (PDF)

**BOARD OF HEALTH MEETING
CITY OF DE PERE, WISCONSIN – May 16, 2016**

1.2.a

The Board of Health of the City of De Pere, Wisconsin met in regular session in the Riverview Conference room at City Hall, on Monday, March 16th at 5:15 p.m.

Roll call was taken and the following members were present: Mike Donovan, Pat Finder-Stone, Ryan Jennings, Dennis Hibray, Dr. Michael McHenry, Dr. Richard Erdman, Chrystal Woller and Julie Switzer.

1. Approval of March 21, 2016 Meeting Minutes

Dennis Hibray made a motion, seconded by Dr. McHenry to approve the minutes of the March 21, 2016 Board of Health Meeting. Upon vote, motion passed unanimously.

2. Staffing Update

Sara Lornson is the new public health nurse. She started on May 10th, and will work 24 hours a week.

3. Strategic Plan Update

This plan is reviewed annually and was adopted in 2014. In 2016 competency assessment policy and staff development training logs will be worked on. The state provides training for quality improvement and performance management. Staff will be attending this training. Dennis Hibray made a motion, seconded by Dr. McHenry to accept and place on file. Upon vote, motion passed unanimously.

4. COOP (Continuity of Operations) Plan

This plan is a requirement of the preparedness grant that the department receives from the state, filtered down from the federal government. Anna Destree, an employee of the Brown County Health Department is contracted with the DPHD to assist with preparedness, and created this document. This is a template document, and if there were to be an emergency and the DPHD would have to be relocated, this document defines essential services and what the DPHD would be providing, and how these services would be provided. This plan also outlines mutual aid agreements with other local health departments. Essential services are also outlined in order of importance. Dr. McHenry made a motion, seconded by Pat Finder-Stone to accept and place on file. Upon vote, motion passed unanimously.

5. MOU Brown County Health Department Lab-Pool Testing

DPHD has a drafted MOU for the Brown County Health Department lab to conduct e-coli and total coliform bacteria testing for the City's recreational pools. This testing is outlined in state statute and is the 1st time the DPHD will be implementing this testing. There will be spot checks done at city pools, as well as pools at any of the hotels, St. Norbert's, apartments, including any pools or whirlpools that are used by the public. Pat Finder-Stone made a motion seconded by Dr. McHenry to accept and send to the city council after review by Judy Schmidt-Lehman, the city attorney. Upon vote, motion passed unanimously.

6. Sanitarian Program Update

All school inspections have been completed. Dale Schmit is working with the Fire Department and the Building Inspection Department to complete the liquor license inspections. He is also working on temporary permits for the various festivals held in De Pere. Invoices were sent for Weights and Measures. Weights and measures fees went down for this licensing period because of more devices being identified. Restaurant and Retail invoices will be sent by May 19th. The State DHS & DATCP merger is completed; however the state statutes have not been updated. The city ordinances will be updated after this happens. DSPS will be contacting the DPHD to set up an agreement for the tattoo and body piercing establishments. Dennis Hibray made a motion, seconded by Dr. McHenry to accept and place on file. Upon vote, motion was passed unanimously.

Attachment: 05-16-16 BOH Minutes (5001 : Approval of the May 16, 2016 minutes)

7. YTD Health Hazard/Nuisance Complaints

There have been 6 complaints since the meeting in March; noise, tire accumulation, bed bugs, chickens running at large, and dog feces. Pat Finder-Stone made a motion, seconded by Dr. McHenry to accept and place on file. Upon vote, motion passed unanimously.

8. YTD Communicable Disease Report

Chlamydia is the most common reportable disease. The state does all follow-up on Syphilis. Condoms were distributed to all local health departments by the state. Ryan Jennings made a motion, seconded by Dennis Hibray to allow the Health Department to distribute the condoms. Upon vote, motion passed unanimously. Dr. McHenry made a motion, seconded by Dennis Hibray to accept the report and place on file. Upon vote, motion passed unanimously.

9. Outreach/Prevention Activities

February Activities Include:

- Erin Bongers/Fire Department published car seat commercial
- Home safety education presentations for the elderly
- QPR training – Suicide - Question, Persuade, Refer
- Tdap school clinics – West De Pere and East De Pere
- Urban orchards at Westwood School & Brashier Parks
- Parents who Host Lose the Most – NBC 26- Chrystal interview
- Tick & mosquito season – NBC 26 – Chrystal interview
- Food Safety education for Celebrate De Pere – Dale Schmit
- Community Immunity presentation – HPV
- Healthy Kids Day – YMCA – injury prevention education
- Bike Helmet fitting at Foxview
- Ebola tabletop
- Medical college of Wisconsin – connecting students
- Every 15 minutes simulation

10. Public Comment on Matters not on Agenda

11. Future Agenda Items

12. Adjournment

Upon motion by Pat Finder-Stone, seconded by Dennis Hibray, the Board of Health unanimously adjourned at 6:05pm.

Respectfully Submitted,
Julie Switzer
Health Department Office Assistant

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: De Pere Health Department Quality Improvement Plan revision

The health department continues to work on formalized quality improvement activities within the department in accordance with the Public Health Accrediting Board Standards. Although the health department has not applied for national accreditation, staff continually reviews policies and programs to better align with best practice standards. Attached you will find a revised quality improvement plan that is a deliverable within the prevention grant that the health department received from the State of Wisconsin Division of Public Health.

ATTACHMENTS:

- QI plan De Pere_rev.2016 (PDF)



City of De Pere Health Department

Quality Improvement Plan



I. Scope and Structure

A. Purpose

The National Committee for Quality Assurance defines Quality Improvement (QI) as an integrative process that links knowledge, structures, processes, and outcomes to enhance quality throughout an organization.

The purpose of the **QI process** at the De Pere Health Department (DPHD) is to understand and improve the efficiency, effectiveness, and reliability of public health processes and practices. The QI process will be integrated into all programs and services provided by DPHD.

B. Quality Improvement Principles

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

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



- Plan what to accomplish over a period of time and what needs to be done to get there
- Do what is planned
- Check the results of what was done to see if objectives were achieved
- Act on the information

C. Organizational Structure

The QI Team will carry out the purpose and scope of the QI program in the department. The QI Team is responsible for oversight of QI efforts and for promoting, training and challenging themselves to participate in the ongoing process of QI.

The QI Team is composed of all staff from a variety of disciplines, including:

- Health Officer
- Support Staff
- Public Health Nurses
- Environmental Health

The QI Team meets at least quarterly. At least annually, the QI Leadership Team will provide a report of QI activities to the Board of Health.

QI Team members will make every effort to come to consensus on issues requiring a decision. However, if consensus cannot be reached, the QI Leadership Team will make decisions by a majority vote.

The following QI categories will be developed:

Program Category	Programs Included
Communicable Disease	Reportable Communicable Disease Rabies Control TB/LTBI Program TB skin testing
Immunizations	Adult Immunization Program Child Immunization Program Influenza Vaccination Program
Chronic Disease Prevention	Blood Pressure screening WWWP
MCH	Home visitation Population-based Education Services Parent/Child Health Lead Poisoning Prevention Safe Sleep First Breath
Injury Prevention	Child Passenger Safety QPR training
Environmental Health	Human Health Hazards/Nuisance Complaints Radon Education and Testing Licensing and Inspection Program Weights and Measures
Emergency Preparedness	Emergency Preparedness

Community Health Improvement Process (CHIP)	Alcohol Abuse Action Team Oral Health Action Team Adequate, Safe and Appropriate Nutrition Action Team Mental Health Team Steering Committee activities
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D. Roles and Responsibilities

Health Officer:

- Participates in QI projects and training
- Convenes the QI Team
- Provides vision and direction for QI program
- Allocates resources for QI programs and activities
- Reports on QI activities to the Board of Health
- Determines appropriate media outlets and messages to communicate selected QI results to the public
- Identifies appropriate interdisciplinary staff and/or community partners to participate in QI projects to participate in QI projects
- Oversees the development of the QI plan and QI program evaluation
- Requests review of specific evaluation activities or the implementation of QI projects
- Oversees the implementation of QI projects
- Encourages staff to incorporate QI concepts into their daily work

Environmental Health:

- Participates in QI projects and training
- Implements QI projects in the Environmental Health and reports progress to the QI Team

Support Staff

- Participates in QI projects and training
- Implements QI projects primarily impacting support staff personnel and reports progress to the QI Team

Public Health Nurses:

- Participates in QI projects and training
- Implements QI projects in the Nursing and CHIPP programs and reports progress to the QI Team

E. Establishing and Approving the QI Plan

The QI Team will establish a schedule for QI activities by detailing the QI project, the specific staff responsible for completion of the project, date of project completion by the QI Team, and other additional information as appropriate. See chart on page 8.

Training in Quality Improvement methods will begin in 2014. Following staff training, potential projects will be submitted to the QI Team for review. The QI Team will then select the projects for completion by 2015. Chosen activities will be added to this plan, which will be Section II: Quality Improvement Activities.

PLAN-DO-CHECK-ACT AS A FRAMEWORK

The American Society for Quality suggests using Plan-Do-Check-Act in the following ways:

- As a model for continuous quality improvement
- When developing a new or improved design of a process, product, or service
- When planning data collection and analysis to verify and prioritize problems or root causes
- When implementing any change

In applying the PDCA cycle, QI teams should ask these fundamental questions:

1. What are we trying to accomplish?
2. How will we know that a change is an improvement?
3. What changes can we make that will result in improvement?

Plan

There are several steps in the planning stage:

- Identify the problem – identify opportunities/priorities that are meaningful and are identified by staff as an issue; should be supported by data.
- Develop an aim statement – What? How much? By when? For Whom?
- Describe the current process using a flow chart, process map, or other useful tool.
- Identify root causes and potential solutions using a useful root cause analysis tool (fishbone, 5 whys, brainstorm, affinity diagram).
- Develop an improvement theory – If we do X then Y will happen.

Do

Take small steps to implement the solution on a limited scale, collecting data along the way. This is a time to test the plan for a limited time, on a limited basis, and in a limited area. Follow the plan carefully to ensure minimal deviation. The goal is to show whether the change is effective and to avoid widespread failure if it is not. Data should be collated prior to moving on to the next step.

Check

Take time to determine if measurements used to determine success are adequate. If not, define required measurements and how/where data can be found or developed. Analyze the data and assess for success or unexpected outcomes.

Act

If the change resulted in the desired outcome, it can be fully adopted by standardizing and/or expanding it to other areas of the agency. If some improvement resulted, adapt the change to achieve desired outcome and begin the PDCA cycle over again. If the change did not result in improvement, abandon it and begin the PDCA cycle again.

Resources to assist with Quality Improvement efforts:

- Embracing Quality in Local Public Health: Michigan's Quality Improvement Guide Book – <http://accreditation.localhealth.net>
- QI 101 (NACCHO) – <http://www.eomeetingcenter.com/se/Meetings/Playback.aspx?meeting.id=165137>
- Public Health Memory Jogger

De Pere QI project schedule:

QI Project	Staff Responsible	Description	Date completed
Electronic documentation (child/adult immunization)	All staff	Decrease paper and increase efficiency as individual immunization clients enter and exit routine immunization appointments at DPHD.	10/15/2014
Electronic filing of Human Health Hazards	All Staff	Decrease paper and increase efficiency with tracking and documentation of human health hazards.	12/31/2015
Electronic documentation and filing of Rabies reports	All Staff	Decrease paper and increase efficiency with tracking and documentation of Rabies Reports.	12/31/2015
Birth Records and Outreach Project	Support Staff Health Director PHN	Decrease handwritten log for processing correspondence with community partner for education outreach for new births.	02/29/2016
MCH Newsletter dissemination	Support Staff Health Director PHN	Decrease staff time to disseminate published education resources in newsletter format	

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: DRAFT 2017 Board of Health Budget

ATTACHMENTS:

- #15 Board of Health (PDF)
- Copy of #1 GENERAL GOVERNMENT_BOH (PDF)

Board of Health

Program Full Time Equivalents: 0

Program Mission:

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

List of Program Service(s) Descriptions:

- 1) Medical Advisor: Provides medical orders and advisement to the Health Officer and staff.
- 2) Fiscal Approval: Approve annual budget that meets the public health needs of the community at an amount acceptable to the community.
- 3) Policy Development: Review local policies and standards for public health services provided by health department staff.

Important Outputs:

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

Expected Outcomes:

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

2017 Performance Measures:

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

2016 Performance Measurement Data (July 2015 – June 2016):

- 1) Assure annual review of health department strategic plan and updates to the agency's policy and procedures by May of each year.
 - a. Result: The board of health reviewed approved progress updates to the strategic plan on 5/16/2016 and the agency's policy/procedures on 3/21/2016.
- 2) Recommend at least 1 health policy to the City Council for consideration/adoption.
 - a. Result: The Board of Health approved and recommended a resolution to allow Urban Beekeeping within the City limits at the 11/16/2015 meeting. Additionally, the Board of Health approved an agreement to allow for public pool water testing for total coliform and fecal coliform bacteria at the 5/16/2016 meeting. Both policies passed the City Council for adoption in 2016.

Significant Program Achievements:

The Board of Health has been very supportive of the agency's strategic plan and assisting with community connections to achieve success with the components of the plan. In addition, the Board of Health has been actively engaged and attending regional WALHDAB meetings to stay abreast of public health policy/program initiatives that are occurring regionally and across the State.

Existing Program Standards Including Importance to Community:

- 1) Conduct at least quarterly meetings of the Board of Health.
 - a. Community Importance.
 - i. Provides opportunity for required actions of the board.
 - ii. Allows opportunity for community involvement.

- iii. Required by state statute for all local health departments.

Costs and Benefits of Program and Services:

The adopted 2017 Board of Health program cost is \$1,922. The program benefits the community by allowing for resident involvement of board members in the policy development and public health programming. In addition, the Board supports health department programming that promotes healthy lifestyles and protects health through health education, policy development and valued services.

2017 Program Objectives:

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

2017 Budget Significant Expenditure Changes:

- 1) Training funds is allocated for board members to attend annual Wisconsin Association of Local Health Department and Boards (WALHDAB) Annual Conference and bi-monthly regional meetings.

City of De Pere
2017 General Fund
Adopted Budget

EXPENDITURES

Account Title

BOARD OF HEALTH

Account Number			PERSONAL SERVICES
100	54110	124	Hourly Wages Board of Health
100	54110	150	FICA
100	54110	190	Training
			Subtotal
			TOTAL

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: DRAFT 2017 HEALTH DEPARTMENT BUDGET

ATTACHMENTS:

- #14 Health Human Services (PDF)
- Copy of #1 GENERAL GOVERNMENT_HEALTH DEPT (PDF)

Health & Human Services

Program Full Time Equivalents: 4.4

Program Mission:

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

List of Program Service(s) Descriptions:

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

Important Outputs:

- 1) Maternal child health programming/services – Activity funded by property tax and grant funding. Maternal child health programming is *required by state statute*. Services include, but are not limited to: community planning for coordination of service delivery, education to groups and individuals regarding development and health issues, linking individuals to essential community resources and gap filling services to include home visitation. Through the Community Partnership for children, visits are offered to all families at the time of their child’s birth to provide early intervention health education, referral and follow-up as needed to increase healthy outcomes, promote school readiness and assure a positive trajectory along the life course. Public Health Nurse home visits are completed based on medical provider referral, self-referral or based on nursing staff evaluation of risk factors identified at the time of birth.
- 2) Community Health Assessment/Improvement Planning-Time and effort is funded by tax levy and is *required by state statute*. Together with community partners, conduct assessment of leading health data indicators, choose priorities to focus efforts on and develop evidence-based community strategies to achieve measurable outcomes.
- 3) Injury prevention education/assurance: to include but not limited to child passenger safety – Activities funded by grant funding and property tax. *The assurance of injury prevention programming required by state statute*. Strengthen community infrastructure to provide a cross-section of services based on current data. For child passenger safety: an inspection and

education are provided for families of children less than eight years of age to ensure child safety while transported in a motor vehicle. Benefit to the residents is to ensure the safety of individual children and prevent injuries and fatalities.

- 4) Childhood and Adult Immunizations – Activity funded by grant funding, Wisconsin Immunization Program, fee for service revenue, and property tax. Childhood immunization programming is *required by state statute*. Vaccines are available at no charge for all children through 18 years of age who do not have insurance coverage for immunizations through the Wisconsin Immunization Program or who are Medicaid eligible. Vaccine can also be provided to adults depending on the type of vaccine and eligibility. If an adult is not eligible, private pay vaccine may be available. Increased vaccination of residents (children and adults) prevents the spread of vaccine preventable diseases. The health department also assures population health by monitoring vaccine compliance for children less than 24 months of age. Families are encouraged by several methods to complete the initial vaccination series. Completion of the initial vaccine series prevents the spread of vaccine preventable diseases.
- 5) Blood Pressure Screenings – Activity funded by property tax. Blood pressure screenings are provided weekly at the De Pere Community Center and by appointment as needed. Resident benefit from this free screening service at a convenient location.
- 6) Communicable Disease Investigation and Follow-up – Activity funded by property tax. Communicable disease programming is *required by state statute*. There are over 80 diseases that are required to be reported to local health departments by statute. Various levels of investigation and follow-up are required for each of the diseases or outbreak by the local health department to prevent the spread in our community. This output also includes tuberculosis control and prevention. Tuberculosis (TB) skin testing is available to the general public for a minimal fee. Local health departments are required by state statute to provide distribution of treatment for latent TB infection and follow-up for any active TB Infections to prevent the spread in the community.
- 7) Employee Health-Activity funded by property tax. Mandatory education is provided to all employees identified to be at risk for exposure to blood borne pathogens. TB skin testing is provided to those who are high risk. Wellness coaching is a voluntary program. Providing this service internally versus contracting with an outside vendor saves tax dollars.
- 8) Public Health Preparedness – Activity funded by grant dollars. Programs and planning are completed each year to meet the requirements of the Department of Health Services Contract. This program benefits the community by ensuring the health department's ability to respond to urgent public health matters.
- 9) Resident Complaint Investigation and Resolution -- Activity funded by property tax. Human health hazards investigation and resolution *required by state statute and city ordinances*. Resident concerns/issues are received and follow-up is completed in a timely manner.
- 10) Weights and Measure Inspections – Activity funded by program revenue. State statute requires municipalities to permit and inspect all businesses for compliance with weights and measures equipment ensuring consumer protection for weights and measures devices.

- 11) Establishment Licensing and Inspections (Department of Health Services and Department of Agriculture and Consumer Protection) – Activity funded by program revenue. An agent contract is in place to provide licensing and inspections for all restaurants, temporary restaurants, hotel/motels, campgrounds, swimming pools, spas, tattoo & body piercing, school kitchens, recreational education camp establishments and temporary/permanent retail establishments. This program provides the community with establishments that are compliant with the Wisconsin state code ensuring the health and safety of those who patronize them.
- 12) Rabies Control – Activity funded by property tax. Follow-up is completed on all reported animal bites and exposures as *required by state statute and city ordinance* for the victim of the bite and the animal who bit. Benefit to the community is the prevention of rabies infection.
- 13) Childhood Lead Poisoning Prevention – Activity funded by property tax and grant funding. Blood lead levels of children are monitored and follow-up is provided to all families of children with elevated levels as *required by state statute*. Public education on lead also provided.
- 14) Public Health Education – Activity funded by property tax and grant funding. Education is provided to residents in a variety of ways including direct mailings to households, monthly De Pere Journal articles, city-wide newsletter contributions, up to date web site, channel 4 contributions, educational presentations in the community, press releases, media interviews and individual education.
- 15) Radon Testing Program- Activity is funded by program revenue and grant funding as it is available. Kits are provided to city residents at a nominal fee (free upon receipt of grants) to allow residents access to test kits, education, and appropriate follow-up on test results that are obtained.

Expected Outcomes:

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

2017 Performance Measures:

- Conduct personalized reminder/recall activities for children that are behind schedule monthly provide to achieve an 85% city-wide immunization rate of 4 DtaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 4 Pneumococcal and 1 varicella for De Pere children turning 24 months.

- Health Department nursing staff will initiate the investigation of 100% of suspect, probable and confirmed cases of illness and disease within 72 hours in accordance with state statute.
- Conduct education and follow-up to assure that food establishments are compliant with the state/local laws.
 - a. At least one inspection will be conducted per establishment annually.
 - b. 95% of the establishments' specified re-inspections will document that priority violations are corrected within the stated timeframe on the inspection report.
 - c. Establishment complaint investigation will be initiated within 72 hours of receipt.

2016 Performance Measurement Data (July 2015 – June 2016):

- 1) Conduct personalized reminder/recall activities for children that are behind schedule monthly provide to achieve an 85% city-wide immunization rate of 4 DtaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B and 1 varicella for De Pere children turning 24 months.
 - a. Result: The immunization rate for this age group is at 84% by 24 months of age.
- 2) Health Department nursing staff will initiate the investigation of 100% of reported suspect, probable and confirmed cases of illness and disease within 72 hours in accordance with state statute.
 - a. Result: Health department staff investigated 100% of disease reports within 72 hours. With the average time being 7.85 hours (July 2014 to June 2015-9.76 hours).
- 3) Conduct education and follow-up to assure 95% of the establishment's critical violations identified are corrected within the stated timeframe.
 - a. Result: DHS/DATCP establishments have been inspected at least one time in the 2015-2016 license year.
 - b. Result: 96.2% of the establishments that had critical /priority violations made corrections within the stated timeframe.
 - c. Result: Investigations for establishment complaints were initiated within 72 hours with the average time being 1.4 days (less than 48 hours).

Significant Program Achievements:

This last budget year, the health department focused on the implementation of innovative health promotion programs within the City, while coordinating/connecting with broader health initiatives within the county and state. The Urban Orchard initiative; led by the health department, was a true collaboration with other City Departments, Elected Officials, Community Organizations and Schools. This project is cited as a promising practice to increase the access to healthy food options and links with a community health priority within the health improvement plan. One orchard was planted on public school property (Westwood Elementary) and the other

orchard was planted at a public park location (Braisher). At the school location, it was identified that the students would be learning about local agriculture and incorporating the fruit into snack and/or school lunch programming.

Health Department and the City of De Pere Parks and Recreation Department implemented the “VERB-it’s what you do” program in De Pere. The program works to increase physical activity through tracking and incentives. This free program is an evidenced-based Centers for Disease Control Program that is all about active play, having fun and tweens being with friends. The program assists tweens by discovering new activities that they enjoy and incentivizing activity with completed VERB score cards.

Finally, the health department continues to serve as a resource for local businesses for food and weights/measures licensing and inspection. The Health Inspector works diligently to assure that rules and regulations are followed while being very accessible to business owners to assist with questions and/or concerns that may arise throughout the license year.

Existing Program Standards Including Importance to Community:

The health department’s 10 essential services are the model program standards set forth by the U.S. Department of Health and Human Services and Centers for Disease Control and Prevention (CDC) for local public health departments. These essential services protect and promote the health of the community thus creating a healthier place to live, work and play. The standards are outlined below:

- 1) Monitor health status to identify and solve community health problems (i.e. Community Health Improvement Plan, maintain, advocate for and utilize vaccine and disease registries).
 - a. Allows for a common set of measures for the community to prioritize the health issues that will be addresses through strategic planning and action, to allocate and align resources and to monitor population-based health status improvement over time.
- 2) Diagnose and investigate health problems and health hazards in the community (i.e. investigations of disease outbreaks, coordinate activities for fee exempt Wisconsin State Lab of Hygiene testing in accordance with standing orders and state recommendations).
 - a. Allows for trending illness/disease, identification of changes or patterns and investigation of underlying causes or factors. Ready access to this information can curtail an outbreak if a common source is identified.
- 3) Inform, educate, and empower people about health issues (i.e. health education and health promotion partnerships with schools, churches, and work-sites. This could include media/social media outlets).

- a. Allows residents make better informed healthy choices throughout their lives. Health promotion activities give individuals groups and communities greater control over conditions affecting their health.
- 4) Mobilize community partnerships and action to identify and solve health problems (i.e. coalition activities associated with the community health improvement plan. The three health issues that the partnerships are working on currently include: alcohol, nutrition (and physical activity) and oral health).
 - a. Allows for the sharing of resources and accountability in undertaking community health improvement. Relationships among private, public and non-profit institutions allow for networking, coordination, cooperation and collaboration achieving a common purpose).
- 5) Develop policies and plans that support individual and community health efforts (i.e. health department policies and plans as well as community policies and plans. This could include, but is not limited to: ordinances, codes, smoke-free policies, health department strategic plan, emergency preparedness plans and community health improvement plan).
 - a. Allows for an effective governmental presence at the local level. The development of policy to protect the health of the public assures public health practice aligns with the needs of the community.
- 6) Enforce laws and regulations that protect health and ensure safety (i.e. restaurant/hotel/tattoo inspections, health hazard enforcement, isolation /quarantine, school immunization requirements, communicable disease reporting/follow-up, etc.).
 - a. Protects the health and ensures safety for the residents and visitors.
- 7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable (i.e. working with community partners in identifying populations with barriers to personal health services, knowing community resources and linking people to needed resources and providing “gap filling” services (as appropriate). Some gap filling services provided include: care coordination for children and youth with special health care needs, immunizations, home visitation, and car seat education/installation.
 - a. Allows for those with identified barriers, access needed community programming and health services.
- 8) Assure competent public and personal health care workforce (i.e. workforce certifications, licenses and education required by law/policy guidelines needed to provide public health services, provide mentoring opportunities for students/new graduates)
 - a. Allows for a competent workforce. The complexity of promoting health and preventing disease in a diverse society requires the public health workforce to continually learn and apply this new knowledge. Emerging needs are continuously changing and with that competencies and trainings will forever be evolving.
- 9) Evaluate effectiveness, accessibility, and quality of personal and population-based health services (i.e. at least every 3-5 years the local health department evaluates the accessibility and effectiveness of population-based health services collaboratively on a local level and state level (Community Health Improvement Plan and Healthiest Wisconsin 2020). At this time, documented progress towards goals are reviewed and discussed and revised as needed. Informal satisfaction

surveys have also been implemented to improve upon gap filling personal health services provided within the local health department).

- a. Evaluation of the accessibility/quality of services delivered allows for re-allocation of resources and re-shaping programs as needed within the health department and within the community.
- 10) Research for new insights and innovative solutions to health problems (i.e. linkages with UW systems that conduct research and obtain best practice and evidence-based recommendations for programming, monitor and research best practice information from other agencies and organizations on a local, state and federal level).
 - a. Innovation and the implementation of research-based programming within the health department or within the community, strengthens public health practice and ultimately benefits the health of the community.

Costs and Benefits of Program and Services:

The proposed 2017 Health Department program cost is \$514,830. Clinical and community preventive services provide important health benefits at a reasonable cost. Some preventive services are cost saving; others are cost-effective (i.e. every dollar spent on immunizations is projected to save \$18.40. Every dollar spent on community prevention is cited to save \$5.60~Robert Wood Johnson Foundation). Investing early and wisely in both clinical and community preventive services is essential if we are to successfully address the leading causes of death and disability, namely, chronic diseases and their risk factors. Essential services ensure the public's safety. The investment in primary prevention programming and services, decreases chronic disease and increases the quality of life for those who live, work and play in the City of De Pere.

2017 Program Goals

- 1) Increase vaccination rates toward the long-term goal of 90% for all children completing primary vaccination series by two years of age.
- 2) Monitor, prevent, suppress and control communicable diseases in accordance with federal and state recommendations/guidelines.
- 3) Conduct timely inspections of licensed establishments to decrease environmental public health risks.

2017 Budget Significant Expenditure Changes:

- 1) Salaries decreased by \$94,585 to reflect:
 - a. Reclassification of the public health nurses from exempt to non-exempt due to the changes in the Federal Fair Labor Standards Act.

- 2) Hourly wages increased to \$99,299 reflect:
 - a. Reclassification of the public health nurses from exempt to non-exempt due to the changes in the Federal Fair Labor Standards Act. In addition, projected step increases for those employees not at their maximum as well as the projected cost of living increase.
- 3) Seminars and Conferences: WPHA/WALHDAB Conference \$450; Regional and State WALHDAB meetings \$150; Public Health Nursing Conference \$100; Environmental Health Conferences \$400; Dept. of Agriculture and Family Services Food Conferences \$100; and required state conference for Weights and Measures program \$300.
- 4) Consulting: This will cover the 10% Administration fees that are due to the State of Wisconsin as part of the agent contract to cover *Sanitarian Inspection Program* support.
- 5) Memberships/Subscriptions: Wisconsin Public Health Association \$200, Wisconsin Association of Local Health Departments and Boards (WALHDAB) \$363, Wisconsin Environmental Health Association \$40, and Wisconsin Association of Weights and Measures \$30.
- 6) State Grants (MCH, Radon, Lead, Immunization, Preparedness and Prevention) expenditures/revenues decrease by \$4,520 (projected) to reflect a decrease in Preparedness, Radon and Lead funding. Both expenditures and revenues align concurrently.

City of De Pere
2017 General Fund
Adopted Budget

EXPENDITURES

Account Title			2015 Year End Actual	2016 Adopted Budget	2016 6 mos Actual	2016 Year End Estimate	2017 Dept Head Proposed	2017 / 2016 Budget % Of Change
HEALTH AND HUMAN SERVICES								
Account Number	PERSONAL SERVICES							
100	54100	110	Salaries	\$ 209,923	\$ 244,490	\$ 109,555	\$ 234,490	\$ 149,905 -38.69%
100	54100	120	Hourly Wages	35,631	35,661	16,849	33,698	134,960 278.45%
100	54100	125	Overtime Wages	0	0	0	0	0 0.00%
100	54100	126	Seasonal Labor	240	0	0	0	0 0.00%
100	54100	150	FICA	19,143	21,432	9,438	20,516	21,792 1.68%
100	54100	151	Retirement	18,407	18,490	8,823	17,700	19,371 4.76%
100	54100	152	Health, Dental, DIB, Life & Wks Cmp Ins	96,727	109,912	46,279	92,558	108,964 -0.86%
100	54100	190	Training	88	0	30	30	0 0.00%
			Subtotal	380,159	429,985	190,974	398,993	434,992 1.16%
			CONTRACTUAL SERVICES					
100	54100	210	Telephone	1,708	1,700	855	1,710	1,700 0.00%
100	54100	211	Postage	0	0	0	0	0 0.00%
100	54100	212	Seminars and Conferences	1,335	1,500	627	1,200	1,500 0.00%
100	54100	215	Consulting	13,694	4,000	1,239	5,500	4,000 0.00%
100	54100	218	Cell/Radio	482	480	203	480	480 0.00%
100	54100	240	Equipment Maintenance	805	900	0	400	900 0.00%
			Subtotal	18,025	8,580	2,924	9,290	8,580 0.00%
			SUPPLIES AND EXPENSE					
100	54100	310	Office Supplies	1,822	2,000	1,457	2,000	2,000 0.00%
100	54100	320	Memberships/Subscriptions	363	633	240	633	633 0.00%
100	54100	324	Medical Supplies	6,560	8,525	1,593	8,000	8,525 0.00%
100	54100	330	Mileage Reimbursement	1,085	2,200	915	2,000	2,200 0.00%
100	54100	331	Transportation	422	1,200	195	800	1,200 0.00%
100	54100	351	MCH Grant	11,615	10,700	5,664	11,868	11,000 2.80%
100	54100	352	Radon Grant	2,704	2,500	0	0	0 0.00%

City of De Pere
2017 General Fund
Adopted Budget

EXPENDITURES

Account Title				2015 Year End Actual	2016 Adopted Budget	2016 6 mos Actual	2016 Year End Estimate	2017 Dept Head Proposed	2017 / 2016 Budget % Of Change
HEALTH AND HUMAN SERVICES									
100	54100	353	MA Outreach	0	0	0	0	0	0.00%
100	54100	354	Childhood Lead Grant	2,502	1,962	1,260	1,731	1,700	-13.35%
100	54100	355	Immunization Outreach Grant	8,465	8,008	5,727	10,685	8,000	-0.10%
100	54100	356	Tobacco Cessation	0	0	0	0	0	0.00%
100	54100	357	Child w/spec needs Grant	11,449	0	710	0	0	0.00%
100	54100	358	Preparedness Grant	33,936	34,450	20,374	34,450	32,000	-7.11%
100	54100	359	Prevention Grant	3,467	3,600	3,212	4,011	4,000	11.11%
			Subtotal	84,390	75,778	41,347	76,178	71,258	-5.96%
			CAPITAL OUTLAY						
100	54100	810	Capital Equipment	0	0	0	0	0	0.00%
			Subtotal	0	0	0	0	0	0.00%
			TOTAL	\$ 482,573	\$ 514,343	\$ 235,245	\$ 484,461	\$ 514,830	0.09%

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Dept of Ag Trade and Consumer Protection Agent Contract*

In July of 2016, the Department of Health Services-Food Safety Division merged with the Department of Ag, Trade and Consumer Protection at the State level. For this reason, the State needed to revise their current agent contract that De Pere Health Department had on file.

ATTACHMENTS:

- De Pere Agent Contract 2016 (PDF)

**CONTRACT TO ADMINISTER THE
RETAIL FOOD AND RECREATIONAL PROGRAMS
FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION**

This Contract is made between the **Wisconsin Department of Agriculture, Trade and Consumer Protection** ("the Department") and **De Pere Health Department** ("the Agent"), pursuant to Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATPC 74, authorizing the Department to enter into a written contract designating a local health department, defined in Wis. Stat. § 250.01 (4), to act as the Department's local agent to administer the retail food and recreational establishment program. The Department designates and authorizes **De Pere Health Department** to act as the Department's agent for the purpose of enforcing Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and the applicable provisions of the Wisconsin Administrative Code.

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

This Contract shall run from July 1, 2016 to June 30, 2019 and shall remain in effect, unless specifically terminated, revoked or suspended under Section XIV. The Department shall issue contracts, for future contract periods, to the Agent by January 1st of the last year of the current contract. The Agent shall commit to continue as the Department's Agent for the future contract period, by signing and returning the contract by March 1st of the last year of the current contract.

The Agent hereby agrees to protect public health and safety, as the agent of the Department under Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code ch. ATPC 74, and the terms and conditions of this Contract. The Agent agrees to issue licenses to, inspect, and regulate retail food establishments (including restaurants), campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments, as specified in this Contract, enforcing all applicable provisions of the Wisconsin Statutes and Administrative Code and associated Department policies including, but not necessarily limited to, Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATPC 72 (Hotel, Motel and Tourist Rooming Houses), 73 (Bed and Breakfast Establishments), 74 (Local Agents and Regulation), 75 (Retail Food Establishments) and Appendix (Wisconsin Food Code), 76 (Safety, Maintenance, and Operation of Public Pools and Water Attractions), 78 (Recreational and Educational Camps), and 79 (Campgrounds). If the Agent inspects individual vending machines, the Agent will receive reimbursement from the Department.

The Department agrees to fulfill its responsibilities to the Agent required by Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, Wis. Admin. Code ch. ATPC 74, and this Contract.

This Contract incorporates any amendments to the statutes or administrative rules cited in this Contract, as well as any additional statutes or rules, related to retail food and recreational establishment licensing that may be enacted or adopted during the term of this Contract. The

Agent agrees that all of its obligations under this Contract include any of these amendments, enactments or adoptions.

I. DEFINITIONS

- A. **The Agent** means the local public health department (LPHD) operating under the terms of this Contract, unless the context indicates it means any local public health department acting as the Department's agent under Wis. Stat. §§ 97.41 and 97.615.
- B. **Agent Program Plan** means the plan developed by the Agent for the administration of the agent program and enforcement of Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, related provisions of the Wisconsin Administrative Code, and any applicable local ordinances or regulations cited in its enforcement actions for the types of facilities for which the Agent has been delegated agent status.
- C. **Agent Standard** means a member of the Agent's inspection staff, responsible for leading standardization exercises for the environmental health inspection personnel in the Agent's jurisdiction, who has successfully completed the initial standardization process, is current in their inspection standardization maintenance exercises, and has received a letter of completion from the Department.
- D. **Complaint** means an allegation, presented to an Agent or the Department, of a possible public health hazard or violation of any provision of the Wisconsin Statutes and Administrative Code or a local public health ordinance or regulation.
- E. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis. Stat. § 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.
- F. **The Department** means the Wisconsin Department of Agriculture, Trade and Consumer Protection.
- G. **Enforcement Action** means a statutorily-authorized action imposed on a licensee for non-compliance with a provision of the Wisconsin Statutes, Administrative Code, local public health ordinance or regulation. Enforcement actions include, but are not limited to, holding orders, citations, forfeitures, temporary orders, suspension or revocation of a license.
- H. **Establishment** or **Facility** means a retail food establishment, hotel, motel, tourist rooming house, bed and breakfast establishment, food vending machine, camping resort or other campground, recreational educational camp, public swimming pool or water attraction.
- I. **Fiscal Year** means the period from July 1 through June 30 of each year.

- J. **Follow up Inspection** means a non-mandatory inspection by the Agent to ensure non-critical violations, cited in a routine inspection, have been corrected by a licensee.
- K. **Foodborne Outbreak** means the occurrence of two or more cases of a similar illness of persons, resulting from the ingestion of a common food.
- L. **Inspection Fee** means a fee charged by the Department or the Agent, for inspection services required under a Memorandum of Understanding (MOU), or a fee charged by the Agent for inspecting a mobile food establishment or temporary food establishment that has a valid license from another jurisdiction or the Department.
- M. **License** means an annual written authorization issued by the Department or the Agent, required to operate an establishment.
- N. **Licensee** means the person or entity licensed to operate the establishment.
- O. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, as the Department's agent, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g).
- P. **Memorandum of Understanding (MOU)** means an agreement between the Department and another state agency for designating each agency's responsibilities in shared governance.
- Q. **Person** means an individual, married couple, legal entity of a partnership, corporation, or limited liability corporation, municipality, county, town, or state or local agency.
- R. **Pre-licensing Inspection** means an inspection that must be completed before a license is granted and the licensee may begin operating.
- S. **Program Evaluation** means an assessment by the Department of the Agent's adherence to the provisions of this Contract.
- T. **REHS / RS** means the National Environmental Health Association (NEHA) Registered Environmental Health Specialist/Registered Sanitarian or the Wisconsin Registered Sanitarian credential.
- U. **Reimbursement** means the portion of the license fee, collected by the Agent, that is remitted to the Department, pursuant to Wis. Stat. § 97.41 (5) or 97.615 (2) (e).
- V. **Reinspection** means a mandatory inspection to ensure that priority, critical or recurring violations have been corrected, including:

- a. An observed violation of immediate danger to public health (priority or critical) that is not corrected during the inspection;
 - b. Six or more priority (critical) violations observed and noted,
 - c. Repeat violations noted during two previous inspections (3 consecutive times); or
 - d. With consultation from a supervisor, an excessive number of violations that show a lack of managerial control observed during an inspection.
- W. **Routine inspection** means the annual evaluation of a licensee's operation of its establishment.
- X. **Standardization (initial)** means an environmental health inspection staff person's first successful completion of required field exercises by using risk based inspection methods.
- Y. **Standardization (maintenance)** means an environmental health inspection staff person's successful completion of field exercises by using risk based inspection methods, required every three years to maintain standardization certification.
- Z. **State Fees** means the Department's fees in Wis. Stat. §§ 97.41 (5) and 97.615 (2) (e), levied to recoup Department costs related to setting standards and for monitoring and evaluating the activities of, and providing education and training to, agent local health departments.
- AA. **State License Fees** means the license fees set by the Department, pursuant to Wis. Stat. §§ 97.30 (3) and (3m), 97.613, and 97.67 (4).
- BB. **Waterborne Outbreak** means the occurrence of two or more cases of a similar illness of persons after the ingestion of drinking water from the same source, or after exposure to water from the same source used for recreational purposes, and for which epidemiologic evidence implicates water as the probable source of the illness.

II. ISSUING LICENSES

- A. The Agent shall issue licenses to all facilities designated in this contract within its jurisdiction except:
- 1. Mobile retail food establishments that cross geographical boundaries, in conducting their business, shall be licensed by the Department under Wis. Stat. § 97.30 (2) (a).
 - a. If the mobile retail food establishment has a service base, as defined in Wis. Admin. Code ch. ATCP 75 Appendix Part 1-201.10 (B), located within their jurisdictional boundary, the Agent shall issue the service base license.

- b. The Agent may charge an inspection fee for any inspection of a Department-licensed mobile retail food establishment.
 - 2. Temporary retail food establishments that cross jurisdictional boundaries, in conducting their business, shall be licensed by the Department under Wis. Stat. § 97.30 (2) (a).
 - a. The Department shall provide a guidance document for the Agent to use to determine which temporary retail food establishment license applies.
 - b. The Agent may charge an inspection fee for any inspection of a Department-licensed temporary retail food establishment.
 - 3. Any establishment exempt from the requirement to hold a retail food establishment license, pursuant to Wis. Stat. § 97.30 (2) (b), are under the regulatory authority of the Department and may not be licensed or inspected, in any manner related to food, dairy or meat processing, wholesale or retail operations, by the Agent.
- B. The Agent shall require a person who applies for, or a licensee who requests renewal of, a license to include, at a minimum, the following information:
 - 1. Individual, Married Couple or Legal Entity who will hold the license and complete address.
 - 2. Doing Business As (DBA) Name and complete address of the establishment.
 - 3. License number and expiration date of any current license.
 - 4. Type of Establishment, for licensing purposes
 - 5. Numbers of units, rooms, or sites and complexity, if applicable.
- C. A license issued by the Agent shall expire on June 30 of each year, except that a new license issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year (15-month license), except as follows: The Agent of a city of the 1st class that has entered into a Contract with the Department may issue a required license for a retail food establishment or bed and breakfast establishment at any time during the year, which shall expire one year from the date of its issuance.
- D. The Agent shall not transfer a retail food establishment license from the individual, married couple, or legal entity who holds the license to a different individual, married couple or legal entity, except if an individual holding the license requests to have the license placed in the name of his or her spouse as well as the individual, or

if an individual requests to have the license changed from the married couple to that individual. A copy of a marriage certificate, divorce decree, or a notarized letter from a spouse is sufficient to allow this change to be made.

- E. The Agent shall transfer any license held for a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary, as required in Wis. Stat. § 97.605 (4).
- F. The Agent shall transfer any license held for a campground, camping ground, recreational or educational camp, or public swimming pool, as required in Wis. Stat. § 97.67 (2).

III. INSPECTIONS

- A. Each fiscal year the Agent shall conduct one routine inspection of each license holder's facility under its jurisdiction, except for vending machines, to determine if the facility is in compliance with the requirements of the applicable provisions of the Wisconsin Statutes and Administrative Code and any local public health ordinances and regulations adopted under Wis. Stat. § 97.41 (7) or 97.615 (2) (g).
 - 1. The Agent may propose a different inspection frequency to the Department that may only be implemented if approved by the Department, in writing.
 - 2. The Agent shall conduct an investigation if there is a complaint concerning an exempt retail food establishment, as defined in Wis. Admin. Code § ATCP 75.03 (9), within its jurisdiction, or upon Department request.
- B. Agent may elect, in writing to the Department, to inspect vending machines.
- C. Agent shall give priority to pre-licensing inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.
- D. A routine inspection shall be unannounced except when it is necessary that the owner or operator be present for the inspection, or when the Agent is conducting a follow-up inspection, reinspection or other activity where having the owner or operator present is important for continued compliance.
- E. If a routine inspection is performed in conjunction with another investigation, a separate inspection report shall be completed for the investigation and the routine inspection. Each report shall be signed by the environmental health inspection staff person and the operator.
- F. The Agent shall perform inspection duties required by, and in compliance with, the Department's MOU's. The Department will provide the Agent a copy of each MOU it executes.

- G. The Agent may, with written approval from the Department, enter into written contracts with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this Contract. The Agent assumes ultimate responsibility for the performance and quality of the inspections and for the enforcement of all applicable provisions of the Wisconsin Statutes and Administrative Code under this Contract.
- H. Other than inspections involving foodborne or waterborne outbreaks, which require an immediate response, the Agent shall conduct inspections due to any complaints against an establishment in a timely and adequate manner. Each complaint, and documentation of its investigation, shall be physically or electronically linked with the establishment licensing and inspection information.
- I. When the Agent receives information that indicates a foodborne or waterborne outbreak has occurred, the Agent shall conduct an investigation. In conducting the investigation, the Agent shall follow the criteria in the Wisconsin's Foodborne and Waterborne Disease Outbreak Investigation Manual. The Agent shall conduct an investigation of the facility, in which the outbreak occurred, as soon as epidemiological evidence links that facility with the outbreak. In addition:
 - 1. The Agent shall notify the Department and the Department of Health Services' (DHS) Communicable Disease Epidemiology Section (CDES.)
 - 2. Upon the Agent's request, the Department shall assist in the investigation.
 - 3. In the event the outbreak becomes cross-jurisdictional, the Department, in coordination with DHS CDES, will coordinate the activities of the Agent and other governmental agencies in order to most quickly and effectively end the outbreak.
- J. The Agent shall include in its inspection report the following information for each violation observed during an inspection:
 - 1. Violation Observation – A factual description, including location, of the observed violation.
 - 2. Code Reference – Citation and a brief description of the statute, administrative rule, or local ordinance for the observed violation.
 - 3. Corrective Action – A statement indicating what action the licensee has taken, or shall take, to regain compliance with the administrative rule, statute or local ordinance.
- K. The Agent shall perform an exit interview with the licensee's designated person in charge and obtain a signature. A copy of the inspection report shall be left with the person in charge at the completion of the inspection or e-mailed or otherwise presented shortly thereafter. If the person in charge refuses to sign the inspection

report, an indication shall be made on the inspection report of the refusal to provide a signature.

- L. If the Agent became the Department's agent on or after April 1, 2009, the Agent shall use the Department's electronic software program for conducting and documenting inspections. If the Agent has been the Department's agent before April 1, 2009, the Agent may use the Department's electronic software program or the Department-approved paper forms for conducting inspections. The Department will provide, maintain and support this software. The Agent may be responsible for additional user licenses or development costs specific to the Agent's program.
- M. The Department may conduct an inspection of any establishment in the Agent's jurisdiction in response to any emergency, for the purpose of monitoring and evaluating the Agent's activities pursuant to this Contract, for the purpose of training or education, or at the Agent's request. The Department shall make a reasonable effort to notify the Agent before conducting an inspection. Agent may accompany the Department during such inspections.
- N. The Agent, if requested by the Department, shall conduct effectiveness checks pertaining to product recalls or other situations in which food must be removed from sale or service.

IV. ENFORCEMENT

- A. The Agent shall take necessary and reasonable action to enforce Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, Wis. Admin. Code chs. ATCP 72, 73, 75 & Appendix, 76, 78 and 79, and any local ordinances or regulations adopted pursuant to Wis. Stat. §§ 97.41 (7) and 97.615 (2) (g), for the establishments for which Agent has been delegated authority under this Contract including, but not limited to, the following:
 - 1. An immediate danger to public health as required in Wis. Stat. §§ 97.12 and 97.65.
 - 2. Noncompliance with written orders.
 - 3. Continued repeat violations noted on inspection reports.
 - 4. Operating without a required establishment license.
- B. The Agent shall cover the costs of these actions.
- C. The Department shall provide technical assistance to the Agent for enforcement activities upon the Agent's request.

- D. The Agent shall notify the Department, in writing, within 10 days after taking any enforcement action to suspend or revoke a license or initiating a court action against a license-holder.
- E. The Agent shall implement and distribute to all its inspection staff, the Agent Program Plan required by Wis. Admin. Code ch. ATP 74. The Department shall review the plan, and any changes to it, during the Department's periodic evaluations of the Agent's performance.
- F. If the Agent has been notified by the Department of any deficiency on the part of a facility under its jurisdiction, in complying with the applicable statutory, administrative code or local ordinance requirements, and if Agent has had reasonable opportunity to take enforcement action but has failed to act expeditiously in taking appropriate enforcement action, the Department may act under Wis. Stat. §§ 97.12 and 97.65 to enforce compliance.
- G. If the Department makes a request, the Agent shall conduct food or environmental sampling from any establishment in the Agent's jurisdiction for laboratory analysis.
 - 1. The Agent may conduct the analysis if its laboratory is capable of performing the required analytical procedures.
 - a) The Agent shall assume all costs involved in collecting the samples and running the analysis.
 - b) The Agent shall inform the department of the analysis results.
 - 2. If the Agent does not have the laboratory capability to perform the required analyses, or who choose not to perform the analyses, the Agent shall submit the samples to the Department's Bureau of Laboratory Services (BLS) or the State Lab of Hygiene (LOH).
 - a) The Agent shall fund the cost of acquiring any samples and shipping the samples to the laboratory.
 - b) The Department shall fund the cost of the laboratory analysis of the samples.

V. STAFFING

- A. The Agent shall employ at least one Wisconsin Registered Sanitarian (WI-RS) or Registered Environmental Health Specialist / Registered Sanitarian (REHS/RS) to conduct inspections or supervise other non-RS sanitarians who conduct inspections. After July 1, 2017, the Agent shall only hire qualified personnel, to conduct inspections under this Contract, who are RS-eligible or be considered an RS in training and shall become Registered Sanitarians, as provided in Wis. Admin. Code ch. ATP 74, within 3 years. Existing staff hired before July 1, 2017, shall be under

the supervision of an RS/REHS and shall be working towards the completion of their RS/REHS credential. The expectation is that all inspection work completed under this contract is accomplished by a RS/REHS credentialed staff.

- B. If the Agent loses its only WI-RS or REHS/RS, Agent shall hire a RS/REHS replacement within 120 days; or upon the Agent's written request, the Department, in its sole discretion, may allow the Agent additional time to hire a qualified replacement. A replacement that does not hold the WI-RS or REHS/RS credential may be hired, if approved by the Department, and if a Contract has been executed to ensure that a person holding the credential provides oversight. The replacement hire shall attain the WI-RS or REHS/RS credential within six months of being hired. A copy of the oversight Contract shall be provided to the Department and shall include the amount of time allotted for oversight activities and what specific duties the supervising REHS/RS will provide.
- C. The Agent shall designate at least one environmental health inspection staff person, as required by the Department, to undergo the standardization process in the retail food program. The initial standardization process involves the number of establishment exercises in the Wisconsin Standardization Manual. After successfully completing the exercises, the staff person shall be designated as the Agent Standard. The Agent Standard shall perform the Department-required maintenance exercises, as described in the Wisconsin Standardization Manual, every three years to maintain certification. The Agent shall have at least one Agent Standard who shall standardize the other members of the Agent's environmental health inspection personnel, using the standardization process described above. As the Department develops standardization processes for programs other than the retail food program, the Agent will comply with the standardization process in those programs.
- D. The Agent's staff shall participate on Department rule making and policy advisory committees when requested.
- E. The Agent shall make written environmental health inspection staffing arrangements to assure adequate coverage during the absence of regular inspection and enforcement staff. These arrangements shall be made a part of the Agent's Program Plan, approved by the Department before implementation, and available for the Department's review during periodic evaluations.
- F. The Agent shall not permit an employee to conduct an inspection in a situation in which the employee may have a conflict of interest.
- G. Upon the Agent's request, DATCP will provide technical assistance and training to staff.
- H. The Agent is required to send at least one environmental health inspection staff person to the Department's annual training meetings and conferences.

VI. EDUCATIONAL OUTREACH

The Agent will cooperate with the Department in conducting training programs for licensees and employees of establishments located in its jurisdiction.

VII. REPORTS AND RECORDS

- A. The Agent shall maintain a file of the current records for each licensed facility within its jurisdiction. Records shall include the name, address, ID number and type of establishment or facility. A file shall contain at least the latest three (3) years of inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak information, and approvals of variance requests, HACCP plans and waivers.
- B. If the Agent is not using the Department's electronic inspection and licensing software, the Agent shall use inspection report forms approved by the Department for all pre-licensing inspections, routine inspections, re-inspections, and follow-up inspections.
- C. The Agent shall submit reports as requested by the Department. The Department may review or request a copy of any inspection report, correspondence, or order served on any licensee within Agent's jurisdiction; annual program budget reports, projections, and any other report the Department determines it needs to monitor the Agent's performance, including, but not limited to, CDC risk factor reports, self-assessments, or any other required reports, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g) or Wis. Admin. Code ch. ATCP 74.
- D. By the 10th of the month immediately following the month in which the Agent issues a license, or receives notification from a licensee of a change affecting its license, the Agent shall provide a report of all such license issuances and changes to the Department. This requirement applies to temporary restaurants, as defined in Wis. Admin. Code ch. ATCP 75. This reporting requirement is satisfied by the Agent's use of the Department's electronic licensing and inspection software.
- E. By September 1 of each year, the Agent shall give the Department a complete list of the names and addresses of the licensees to whom licenses were issued by the Agent during the previous fiscal year. This reporting requirement is satisfied by the Agent's use of the Department's electronic licensing and inspection software.
- F. The Agent shall maintain records documenting the cost of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensees, and the cost of enforcing applicable state statutes and rules and local ordinances. Upon request, the Agent shall provide copies of these records to the Department.

- G. Within ten (10) days after the date on which it takes place, Agent shall report to the Department, in writing, any change in the assignment of a supervisor of the environmental health inspection personnel who are not currently Wisconsin registered sanitarians and any change in the organization of the inspection staff, including authority line changes. If the Agent employs only one or two sanitarians, the Agent shall report any change in assignment of environmental health inspection personnel that are providing services under this Contract.
- H. The Agent shall submit the CDC Risk Factor Tracking Sheet annually to the Department for the purpose of enabling the Department to determine the types of violations found in facilities throughout the State of Wisconsin. This reporting requirement is satisfied by the Agent's use of the Department's electronic licensing and inspection software.
- I. As required by Wis. Admin. Code ch. ATP 74, the Agent shall maintain and keep readily available for use by inspection staff and review by the Department, a copy of its Agent Program Plan. The plan shall include, at a minimum, all the components identified in Wis. Admin. Code ch. ATP 74 and any other information the Department requests in writing that it determines is necessary or relevant for its review of the plan. The minimum components include:
 - 1. Identification of any employee that will issue licenses or conduct investigations and inspections.
 - 2. A description of the staffing and budget for issuing licenses, making investigations and inspections, providing technical assistance, and enforcing applicable state statutes and rules, and local ordinances.
 - 3. A list of the fees to be charged by the Agent to licensees under this Contract.
 - 4. A description of the Agent's license issuance and recordkeeping system maintained under this Contract.
 - 5. A declaration that Agent will contract with the Department, as permitted by Wis. Stat. §§ 97.41 and 97.615, if the Agent wants the Department to collect fees and issue licenses.
 - 6. A description of the inspection and enforcement program implemented by the Agent, with a copy of any applicable city or county ordinance or regulation.
 - 7. A plan of action to ensure that there will be cooperation between the Agent and appropriate federal, state and local agencies, in the event of a natural disaster or other emergency.

8. Procedures for the investigation and follow-up of complaints concerning licensees under this Contract and unlicensed activity that may require licensing and inspection.
9. Procedures for notifying the Department when the Agent receives information or a complaint concerning an establishment, within the Agent's geographical area but under the Department's jurisdiction, that may need to be licensed or inspected.
10. Procedures for the investigation and follow-up of reports of suspected foodborne illness, including cooperation with the Department's Rapid Response Team.
11. Procedures to ensure the time period, within which the Agent will make a determination on an application for a license, does not exceed 30 days following receipt of a complete application.
12. An assurance of continued support by the city or county for carrying out this Contract.
13. Any other information which the Department considers necessary or relevant for its review of Agent's Program Plan.

VIII. REIMBURSEMENT BY THE DEPARTMENT FOR VENDING INSPECTIONS

- A. The Agent shall submit a list of vending machine inspections it conducted during the previous fiscal year to the Department, no later than August 30 unless the Department in its sole discretion extends the deadline for submission, to receive reimbursement from the Department for performing the inspections.
- B. No later than September 30 of the next fiscal year, the Department shall reimburse the Agent for inspections of vending machines during the previous fiscal year, as required in Wis. Stat. § 97.615 (1). If the Department extends the deadline for submitting inspection information, the Department may reimburse the Agent up to 30 days after receiving this information. The reimbursement amount for vending machine inspections is the portion that remains after deducting the Department's clerical and automated licensing processing costs from the license fee.
- C. Fee reimbursements for the inspection of vending machines moved from one Agent's jurisdiction to another Agent's jurisdiction will be credited to the Agent making the first inspection during the fiscal year.

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

- A. The Agent shall reimburse the Department for the state fees from the license fees the Agent collects, as provided under sub. B.

- B. The state fees shall not exceed 20% of the state license fees the Department sets by administrative rule for the types of facilities for which the Agent issues licenses. The calculation of the state fees is based on state license fees only, not preinspection and reinspection fees.
- C. As of the date of this Contract, the state fees are 10% of the state license fees. The department may increase the state fees up to 20% of the state license fees by announcing a change in the percentage prior to the licensing year for which the change applies. Retail food and recreational establishment license fee reimbursement shall be:
 - 1. A fee equal to 10% of the applicable state license fee, regardless of the license fee actually charged by the local agent, if the local agent prepares and submits to the Department, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.
 - 2. A fee equal to 20% of the applicable state license, regardless of the license fee actually charged by the local agent, if the local agent fails to submit the annual self-assessment in par. 1. to the Department, by September 30 of that year. A fee payment under this paragraph does not exempt the Agent from the duty to prepare and submit an annual self-assessment.
- D. The Department shall provide the Agent with a reimbursement summary form to be used by the Agent to identify all the facilities for which the Agent has issued licenses during the licensing year. The summary shall be formatted by the Agent to include the complexity assessment rating assigned to each retail food establishment licensed during the licensing year.
- E. State fees for each licensee shall be based on the state license fee, determined by the license category as follows:
 - 1. Retail Food Establishments - Restaurants -are determined using the table in Wis. Admin. Code Subch. III of ch. ATPCP 75 for restaurant license category. The Agent may use the restaurant license category assignment formula in that subchapter or a complexity tool approved in writing by the Department.
 - 2. Retail Food Establishments – Values, listed in Wis. Admin. Code § ATPCP 75.03, shall be used in determining the license category.
 - 3. Recreation Facilities – Values, listed in Wis. Admin. Code chs. ATPCP 72, 73, 76, 78 and 79, shall be used in determining the license category.
- F. No later than September 30 of each year, the Agent shall return the completed summary form and reimburse the Department for the state fees.

X. COSTS

The total fees the Agent collects may not exceed the Agent's reasonable costs of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees.

XI. EVALUATION

- A. The Department shall perform an evaluation of the Agent's licensing, investigation and inspection program to determine whether the Agent meets the program standards set by the Department and applicable administrative rules, as required under Wis. Stat. §§ 97.41 (2) and 97.615 (2) (b) and this Contract. The evaluation will consist of the following:
1. The Agent shall submit an annual self-assessment report to the Department, no later than September 30, which the Department shall use as part of its onsite evaluation of the Agent's performance.
 2. The Department shall conduct an onsite evaluation, at least once every three years, to assess the Agent's compliance with the provisions of this Contract, program standards set by the Department and applicable statutes and administrative rules. The Department may conduct the onsite evaluation process at any reasonable time and shall give the Agent reasonable advance notice. The onsite evaluation process shall include an office component and a field component. The office component shall include, but is not limited to, review of ordinances, regulations, inspection reports, budget information, and other required documentation. The field component shall include the Department personnel performing maintenance standardization with the Sanitarian who is the Agent - Standard, as well as evaluating other sanitarians, if applicable.
- B. In addition to the required evaluation, the Department may perform additional evaluations of the Agent's performance at any reasonable time with reasonable advance notice.
- C. As part of the Department's onsite evaluation report, the Department shall notify the Agent of any deficiencies in standards set by the Department, the Agent's inspection, permit issuance or enforcement program and establish a deadline for correction of the deficiencies.
- D. In response to the Department's report, if needed, the Agent shall submit to the Department a draft Corrective Action Plan, detailing how the Agent will meet contract requirements and the recommendations based on the Department's program standards and conformance to Wisconsin Statutes and Administrative Rules and this Contract.

- E. The Department, after receiving the draft Corrective Action Plan, shall review, make additional comments, and approve the Corrective Action Plan when it is deemed acceptable.
- F. The Agent shall include the approved Corrective Action Plan in its Agent Program Plan and distribute it to its staff as required in Section IV. E.
- G. The Agent shall document progress on the approved Corrective Action Plan on their next one or two yearly self-assessments as necessary.
- H. The Department may, at its discretion, increase the frequency of evaluation for the Agent as deems necessary.
- I. If the Agent fails to meet the conditions of the Corrective Action Plan in the Agent Program Plan, the Department shall do the following:
 - 1. In writing, the Department shall notify the Agent of the deficiency and the agent contract shall be placed in a conditional status, with a deadline set for the Agent to meet the conditions and return to full compliance.
 - 2. If deficiencies are corrected within the conditional time period, the contract is returned to active status.
 - 3. If deficiencies remain uncorrected after a conditional deadline has passed, the Department shall notify the Agent of its intent to terminate the contract and revoke agent status, as provided under XIV (B) of this Contract.

XII. NONDISCRIMINATION

- A. In connection with the performance of work under this Contract, the Agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sexual orientation as defined in s. 111.32(13m), Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agent shall take affirmative action to ensure equal employment opportunities. The Agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.
- B. The Department assumes no liability for the job safety or welfare of the Agent employees, or for the actions or omissions of the Agent employees relating to the administration of the retail food and recreational program, except as otherwise provided by law.

XIII. PRIVACY AND CONFIDENTIAL INFORMATION

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

- 1 “*Confidential Information*” : means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria
 - a) Personally Identifiable Information as defined in 2;
 - b) Information not subject to disclosure under Wis. Stat. ch. 19, subch. II, Public Records and Property, that is related to the Department’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
 - c) Information expressly designated as confidential in writing by the Department.
- 2 “Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with, and linked to, any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - a) The individual’s Social Security number;
 - b) The individual’s driver’s license number or state identification number;
 - c) The number of the individual’s financial account, including a credit or debit card account number or any security code, access code, or password that would permit access to the individual’s financial account;
 - d) The individual’s DNA profile; or
 - e) The individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
- 3 “Corrective Action Plan” means a plan, developed by the Agent and approved by the Department, that the Agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Contract, or in the event that any Confidential Information is lost or cannot be accounted for by the Agent.

B. Duty of Non-Disclosure and Security Precautions

1. The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract and all related and necessary actions taken in fulfillment of the obligations thereunder. The Agent shall not disclose such Confidential Information to any persons other than those Agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. The Agent shall be responsible for the breach of this Contract by any said Representatives.
2. The Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation or transmission, whether physically or electronically.
3. The Agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Agent on any reproduction, modification, or translation of such Confidential Information. If requested by the department, Agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the department, as directed.
4. The Agent shall return to the department all Personally Identifiable Information it maintains possesses or controls, collected on behalf of this Contract, upon termination of this Contract and shall destroy all copies.

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

D. Unauthorized Use, Disclosure or Loss

1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Contract, or that any Confidential Information has been lost or is unaccounted for, the Agent

shall notify the Department's Office of Legal Counsel of the problem. Such notice shall include, to the best of the local agent's knowledge at that time, the persons affected, their identities and the Confidential Information disclosed.

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

XIV. TERMINATION, REVOCATION OR SUSPENSION OF AGENT CONTRACT

- A. **TERMINATION.** The Agent may terminate this Contract upon 90 days written notice to the Department. The notice shall specify the reasons for termination and the last day the Agent will have agent status.
- B. **REVOCATION.** If the Department finds that the Agent has failed to comply with the requirements for agent status under Wis. Stat. § 97.41(2) or 97.615 (2) (b), Wis. Admin. Code ch. ATCP 74, or the terms and conditions of this Contract, the Department may revoke agent status, as provided by statute, upon 90 days written notice to the Agent. The notice shall specify the reasons for revocation and the last day that the Agent will have agent status.
- C. **SUSPENSION.** If the Department finds that suspension of this Contract is necessary to protect the public's health or safety, the Department may immediately suspend this Contract upon notice to the Agent. The Agent may request a hearing on the suspension in writing, as provided in Wis. Admin. Code § 1.03 (3), including the information required in Wis. Admin. Code § ATCP 1.06. The Department shall hold a hearing, if requested by Agent, within 15 days after the Department receives the request, unless the Agent agrees to a different date. The suspension shall remain in effect until the final hearing decision is issued.
- D. **Reimbursement upon Termination or Revocation:**
 - 1) **Vending:** If this Contract is terminated or revoked, the Agent shall receive reimbursement for inspections of vending machines and vending machine commissaries performed under the Contract up to and including the date of termination or revocation.
 - 2) **Other Licenses:** If this Contract is terminated or revoked, the Agent shall reimburse the Department for the prorated amount, for the remainder of the fiscal year, of all license fees received by the Agent. The reimbursement shall be based on this formula: Days left in fiscal year/365 times the state license fees for all the establishments the Agent has licensed.

- E. Upon termination or revocation of this Contract, the Agent shall transfer all inspection and enforcement records to the Department.

Signed this _____ day of _____, 2016.

For De Pere Health Department:

Signature

Print Name

Print Title

Signed this _____ day of _____, 2016.

For the Department of Agriculture, Trade and Consumer Protection:

Steven C. Ingham, Administrator
Division of Food and Recreational Safety

City of De Pere, Wisconsin**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Sanitarian Update

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Julie Switzer

SUBJECT: Communicable Disease Update

ATTACHMENTS:

- 2016 YTD Communicable Disease Report (PDF)

	Incident Count					
Episode YTD	2016 YTD				Total	
Resolution Status	Confirmed	Probable	Suspect	Not A Case		
Disease	0	0	0	0	0	
ARBOVIRAL ILLNESS, WEST NILE VIRUS	0	0	0	1	1	
ARBOVIRAL ILLNESS, ZIKA VIRUS	0	0	0	3	3	
CAMPYLOBACTERIOSIS	4	0	0	1	5	
CHLAMYDIA TRACHOMATIS INFECTION	55	0	1	1	57	
CRYPTOSPORIDIOSIS	1	0	0	0	1	
E-COLI, ENTEROPATHOGENIC (EPEC)	3	0	0	0	3	
E-COLI, SHIGA TOXIN-PRODUCING (STEC)	4	0	0	0	4	
EHRlichiosis/ANAPLASMOSIS, A. phagocytophilum	0	0	0	1	1	
GIARDIASIS	1	0	0	0	1	
GONORRHEA	4	0	0	0	4	
HEPATITIS C, CHRONIC	6	0	1	0	7	
INFLUENZA-ASSOCIATED HOSPITALIZATION	1	0	0	0	1	
LYME DISEASE (B.BURGDORFERI)	3	0	0	1	4	
LYME LABORATORY REPORT	0	0	2	0	2	
MEASLES (RUBEOLA)	0	0	0	1	1	
MYCOBACTERIAL DISEASE (NON-TUBERCULOUS)	1	0	0	0	1	
NOT REPORTABLE	1	0	1	0	2	
PERTUSSIS (WHOOPING COUGH)	1	1	0	5	7	
SALMONELLOSIS	3	0	1	0	4	
SHIGELLOSIS	1	0	0	0	1	
STREPTOCOCCAL DISEASE, INVASIVE, GROUP A	2	0	0	0	2	
STREPTOCOCCAL DISEASE, INVASIVE, GROUP B	3	0	0	2	5	
STREPTOCOCCAL INFECTION, OTHER INVASIVE	1	0	0	0	1	
SYPHILIS REACTOR	0	0	1	5	6	
TUBERCULOSIS, LATENT INFECTION (LTBI)	3	0	1	0	4	
VARICELLA (CHICKENPOX)	1	1	0	2	4	
Total	99	2	8	23	132	

Attachment: 2016 YTD Communicable Disease Report (4917 : YTD Communicable Disease Report)

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Health Hazard/Nuisance Update

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Public Comment on Matters not on the Agenda

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Department Outreach Activities

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Future Agenda Items

City of De Pere, Wisconsin

**Request For Board of Health Action**

MEETING DATE: September 19, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Adjournment
