

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
June 16, 2009  
1:00 p.m. – 4:00 p.m.  
2601 Agriculture Drive, Madison, Wisconsin**

**DATE:** June 9, 2009

**TO:** Chancellor Carolyn Martin\*, UW-Madison – Darrell Bazzell, Designated Representative, Chair  
Karen Timberlake\*, Secretary, DHS – Dr. Seth Foldy, Designated Representative  
Matthew Frank\*, Secretary, DNR – Jack Sullivan, Designated Representative  
Rod Nilsestuen\*, Secretary, DATCP – Susan Buroker, Designated Representative  
Darryll Farmer, Member  
Jeffrey Kindrai, Member  
Dr. Bernard Poeschel, Member, Vice-Chair  
Michael Ricker, Member  
Michael Russell, Member  
John Stanley, Member  
David Taylor, Member  
  
Scott Hildebrand, UW Alternate  
Thomas Sieger, DHS Alternate  
Sandy Breitborde, DHS Alternate  
David Webb, DNR Alternate  
Steve Sobek, DATCP Alternate

**FROM:** Dr. Charles D. Brokopp, Secretary  
Director, Wisconsin State Laboratory of Hygiene



**RE:** Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting Agenda  
June 16, 2009  
1:00 p.m. – 4:00 p.m.

**MEETING LOCATION**

Wisconsin State Laboratory of Hygiene  
2601 Agriculture Drive, Madison, Wisconsin

**C:** Ron Arneson DNR  
Dennis Rhodes (DOA)                      Terry Burk  
Emily Pope (LFB)                          John Chapin  
\*Sent announcement only                Sherry Gehl  
    Dave Hassemer  
    Jan Klawitter  
    Dr. Daniel Kurtycz  
    Garrett Peterson  
    John Shalkham  
    Dr. Peter Shult  
    Dr. William Sonzogni  
    Jim Sterk

# **WISCONSIN STATE LABORATORY OF HYGIENE BOARD OF DIRECTORS**

## **MEETING NOTICE**

**Tuesday, June 16, 2009**

**1:00 p.m. – 4:00 p.m.**

### **MEETING LOCATION**

**Wisconsin State Laboratory of Hygiene  
2601 Agriculture Drive, Madison, Wisconsin**

**Notice is hereby given June 16, 2009**, at the Wisconsin State Laboratory of Hygiene, 2601 Agriculture Drive, Madison, Wisconsin.

**Notice is further given** that matters concerning Wisconsin State Laboratory of Hygiene issues, program responsibilities or operations specified in the Wisconsin Statutes, which arise after publication of this agenda may be added to the agenda and publicly noticed no less than two hours before the scheduled board meeting, if the board Chair determines that the matter is urgent.

**Notice is further given** that this meeting may be conducted partly or entirely by teleconference or videoconference.

**Notice is further given** that questions related to this notice, requests for special accommodation, or requests for a public appearance are addressed by the Wisconsin State Laboratory of Hygiene Administrative Offices by phone at (608) 262-3911 or in writing to Wisconsin State Laboratory of Hygiene, 465 Henry Mall, Madison, Wisconsin, 53706.

**ORDER OF BUSINESS:** See agenda contents page.

Respectfully submitted,



Charles D. Brokopp, DrPH  
Secretary to the Board, Wisconsin State Laboratory of Hygiene  
Director, Wisconsin State Laboratory of Hygiene  
June 9, 2009

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
June 16, 2009  
1:00 p.m. – 4:00 p.m.  
2601 Agriculture Drive, Madison, Wisconsin

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Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
June 16, 2009

**PROCEDURAL ITEMS**

- Item 1. INTRODUCTION OF NEW WISCONSIN STATE LABORATORY OF HYGIENE BOARD MEMBERS
- A) Darryll Farmer
  - B) Jeffrey Kindrai

**Description of the Item:**

Dr. Charles Brokopp will introduce new WSLH board members Darryll Farmer and Jeffrey Kindrai.

**Suggested Board Action:**

Receive for information.

**Staff Recommendation and Comments:**

Receive for information.

**DARRYLL D. FARMER**  
**3044 QUAIL RIDGE RD**  
**EAU CLAIRE WI 54701**  
**715-834-6579**

**EDUCATION:**

Eau Claire State University – Eau Claire, WI (1962-1965)  
Major – Biology Degree: None.

South Dakota State University – Brookings, SD (1965-1967)  
Major – Biological Science: Degree Bachelor of Science.

University of Minnesota, School of Public Health, Minneapolis, MN (1971-1972)  
Degree: Master of Public Health.

**EMPLOYMENT EXPERIENCE:**

South Dakota State Health Department (1967-1968)  
Public Health Sanitarian. Worked as a District Sanitarian inspecting food and lodging establishments.

Eau Claire City-County Department (1968-1971)  
Public Health Sanitarian. Responsible for general environmental health services such as inspecting food and lodging establishments, sewage disposal systems, housing, and water supply systems.

University of Wisconsin, Eau Claire, WI (1981-1982) (1993-1994)  
Part-time instructor. Responsible for teaching courses entitled “Codes and Regulations” and “Public Health Administration” to undergraduate and graduate students.

Eau Claire City-County Health Department (1972 – June 2007)  
Director of Environmental Health and Laboratory. Responsible for administering comprehensive environmental health and public health laboratory programs.

**PROFESSIONAL ORGANIZATIONS:**

Wisconsin Environmental Health Association  
Served on the Board of Directors for several years. Served as president. (1984-1985) Member 1973 to present.

Wisconsin Milk and Food Conference  
Served as Vice Chairman and Chairman. (1982-1987)

National Environmental Health Association  
Served on the Board of Directors. (1984-1985)

Wisconsin Association of Local Environmental Health Administrators  
Served as Chairperson. (1984-1985)

Wisconsin Conference of Local Public Health Officials  
Chairperson of Environmental Health Specialty section. (1992-1994)

National Environmental Health Association (member, 1975-June 2007)

**SPECIAL APPOINTMENTS:**

Secretary of the Department of Agriculture, Trade and Consumer Protection:  
(1978-1980) Appointed to the: Food Inspection Advisory Council.  
(1980-1982) Appointed to the: Meat Inspection Advisory Council.  
(1989-1991) Appointed to the: Rabies Control Advisory Council.  
(1992) Appointed to the Agriculture Chemical Clean-up Study Group.  
(1999) Appointed to the Pesticide Database Advisory Committee.

Wisconsin Health Policy Council:  
(1986) Served on the Public Health Priorities Committee.

#### Department of Health and Family Services

- (1989) Appointed by the Secretary of Health and Human Services to serve on the Public Health Planning Committee to develop a public health plan for the year 2000.
- (1998) Appointed by the Secretary to the Turning Point Transformation Team to develop the State Public Health Improvement Plan for 2010.
- (2001) Appointed to the Environmental and Occupational Health Subcommittee to develop an implementation plan for "Healthiest Wisconsin 2010."
- (2002-2005) Appointed to serve on the steering team for environmental health capacity building efforts in Wisconsin.
- (2004) Appointed to Wisconsin Public Health Restructuring Work Group to develop "A Strategy for Moving Environmental Health Regulatory Functions to Local Public Health Departments."
- (2007) Appointed to the Technical Advisory Group for Wisconsin Environmental Public Health Tracking Network.

#### Wisconsin Public Health Association

- (2005) Appointed as member of "Public Health Statute Modernization Steering Committee."

#### University of Wisconsin – Eau Claire

- (2002-2007) Appointment as a member of the Environmental Public Health Program External Advisory Committee.

#### **PUBLICATIONS:**

- "Death Caused by Fermenting Manure," JAMA, January 2, 1981, Vol. 245, No. 1.
- "Death in a Farm Worker Associated with Toxic Gases from a Liquid Manure System – Wisconsin." CDC Morbidity and Mortality Weekly Report, February 10, 1978, Page 47.
- "Lead in Drinking Water," Wisconsin Environmental Health Association Newsletter, September 1984 and The National Environmental Health Association's Newsletter, September 1984 and The Environmental Health Association's Newsletter, November 1984.
- "Gastrointestinal Upsets Associated with Ingestion of Copper Contaminated Water," Environmental Health Perspectives, November 1994, Vol. 102, No. 11 and Pediatrics Review Journal, 1999.

#### **AWARDS:**

- Wisconsin Environmental Health Association "Sanitarian of the Year Award." (1979)
- Wisconsin Environmental Health Association "Leadership Award." (1985)
- Wisconsin Department of Health and Family Services "Partners in Public Health Certificate and Recognition." (May 31, 2007)
- Office of the Governor "Certificate of Commendation." (May 31, 2007)

**Jeffery A Kindrai, MSPH, RS**

6837 Badger Road  
Lancaster, WI 53813

(608) 723-4050 (home)  
(608) 379-1162 (cell)  
(608) 723-1610 (direct work)  
[jkindrai@tds.net](mailto:jkindrai@tds.net)

**EDUCATION:** University of Wisconsin-Parkside May 1992  
Kenosha, Wisconsin  
B.S.-Chemistry  
Walden University May 2004  
Minneapolis, MN M.S.-  
Public Health

**PROFESSIONAL  
EXPERIENCE:**

January 5, 2004 Grant County Health Department  
To Present 111 South Jefferson Street  
Lancaster, WI 53813  
(608) 723-6416  
**Director/Health Officer**

**Responsibilities:**

- Department Head (Level II Health Department)
- Hospice Administrator, Home Health Administrator, and Personal Care Services Administrator
- Authorized Official for Medicare and Medicaid (as well as all private insurance contracts)
- Interdepartmental program coordination (with agencies such as Social Services, Center on Aging, Law Enforcement)
- Fiscal Agent for multi-county consortium programs including Environmental Health, Radon, and Lead.
- Departmental budget creation and fiscal monitoring
- Primary agent for Grants and Contracts (GAC) negotiations and reviews
- Conduct community needs assessments and implement State Health Plan objectives (2010) as well as develop and expand programs
- Supervise staff, scheduling, negotiate with unions, and address human resource needs (assessments, interviews, hiring, dismissing)
- Oversight of satellite location operations
- Pursue, procure, and monitor grants
- Participate in multiple coalitions, task forces and committees
- Conduct program evaluation
- Ensure compliance with applicable rules and regulations

January 2008 University of Phoenix  
To Present **Faculty (part-time)**

**Responsibilities:**

- Teach college level health communication courses

2002-2004 Kenosha County Division of Health  
Nursing Section  
**Epidemiologist**

**Responsibilities:**

- Oversee STI clinic operations
- Lead investigator for communicable diseases including HIV and sexually transmitted diseases
- HIV counseling, testing, and partner counseling and referral services (PCRS)
- Coordinator for the local Public Health Emergency Response (PHER) Team
- Collaborate with Emergency Management and other agencies to develop response plans
- Assist in developing the Community Health Plan
- Perform outreach and training for the community and professional organizations
- Appear before Board of Health for presentations and program updates
- Routinely act as lead media and public information officer (PIO)
- Apply for grants in areas of environmental health, bioterrorism, and communicable disease

1996-2002                      Kenosha County Division of Health Environmental Health Section  
**Public Health Sanitarian**

**Responsibilities:**

- Inspect restaurants, retail food establishments, hotels, swimming pools, campgrounds, wells, and other licensed establishments for compliance with public health standards
- Coordinator for the Radon Information Center
- Enforce applicable state, county and municipal codes
- Investigate and resolve complaints of human health hazards
- Perform environmental lead inspections of dwellings to determine lead hazards Secure water samples from public and private water supplies

1996-2002                      Kenosha County Division of Health  
Environmental Health Section  
**Public Health Sanitarian**

**Responsibilities (continued):**

- Investigate, resolve, and generate reports on public health nuisance complaints
- Perform plan reviews of new facilities
- Maintain records and reports of investigations and inspections
- Prepare and issue orders, citations, and attend court proceedings
- Apply for and administer grant programs/projects
- Attend community events and meetings to promote public health in the community

1995-1996                      Drake Environmental  
**Project Manager**

**Responsibilities:**

- Propose project work plans, contracts, and develop budgets
- Compose and implement worker protection and health/safety plans
- Compliance audits
- General environmental and occupational health consulting
- Project management and field work for a variety of environmental and industrial projects
- Assign work, hire/dismiss sub-contractors, monitor budgets

1993-1995                      City of Milwaukee Department of Health Childhood Lead Poisoning  
Prevention Program  
**Environmental Hygienist/Trainer**

**Responsibilities:**

- Quality control and monitoring of inspection staff activities
- Abatement monitoring
- Air monitoring and environmental sampling
- Code enforcement
- Data collection and analysis
- Housing and Urban Development (HUD) project planning and coordinating
- Certify contractors to perform grant funded abatement
- Develop and teach training courses to staff and the public

1992-1993

Foth and Van Dyke  
**Environmental Scientist**

**Responsibilities:**

- Conduct environmental assessments
- Complete soil and groundwater investigation and remediation projects
- Underground storage tank and landfill projects
- Groundwater monitoring
- Phase 1 and 2 Environmental Assessments

1990-1992

Gabriel Midwest Ltd.  
**Chemist/Field Specialist**

**Responsibilities:**

- Environmental and industrial sampling
- Leaking underground storage tank projects
- Phase 1 and 2 Environment Assessments
- Laboratory and field analytical analysis

**CERTIFICATIONS/ REGISTRATIONS:**

Current:

- Registered Sanitarian
- Certified Pool Operator
- Cincinnati STD/HIV Prevention Training (Intensive)

Previous:

- NEHA listed Radon Measurement and Mitigation
- Certified Site Assessor (Environmental, UST)
- Lead Risk Assessor
- Lead Supervisor
- OSHA 40-hour Hazardous Waste Site Worker
- National Fire Academy Hazardous Materials Training Operations Level
- FDA Retail Food Protection
- FDA Foodborne Illness Investigation
- Wisconsin Division of Safety and Buildings Site Assessor
- XRF/Radiation Safety
- Emergency Management Training
- Red Cross CPR/AED

**MEMBERSHIPS:**

Professional and Community Organizations:

- Wisconsin Homecare Organization
- National Hospice and Palliative Care Organization
- Wisconsin Electronic Disease Surveillance System Lead Team (development of the State wide electronic disease surveillance program)

- Wisconsin Department of Regulation and Licensing Registered Sanitarian Advisory Committee Member
- Co-Chair of the Environmental Public Health Tracking Technical Advisory Committee (Development of an environmental health data base)
- Wisconsin Environmental Health Association
- Local Emergency Planning Committee Member
- Highway Safety Committee Member
- Drug-Free Community Coalition Member
- Ryan White HIV Consortia Chair (fmr. SE-WI)
- Lions Club Member
- Habitat for Humanity Volunteer

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
June 16, 2009

**PROCEDURAL ITEMS**

**Item 2. APPROVAL OF MINUTES**

**Description of Item**

The draft minutes of the April 21, 2009 board meeting are submitted for approval.

**Suggested Board Action:**

Motion: Approve the draft minutes of the April 21, 2009 board meeting as submitted.

**Staff Recommendation and Comments:**

Approve draft minutes.

Note: Board members may access draft minutes from the Wisconsin State Laboratory of Hygiene (WSLH) secure Web site prior to the meeting. Once approved, minutes become part of the public record and are posted on the WSLH Web site: <http://www.slh.wisc.edu/board/meetings/index.php>.

**Procedural Note:**

Handouts provided to board members and alternates at the meeting will be referenced in the minutes but will not be incorporated into the draft minutes which are distributed for approval. Board members not in attendance will receive copies of the handouts.

The official approved minutes, which are kept by the board secretary, include the agenda and all handouts.

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
June 16, 2009

**PROCEDURAL ITEMS**

**Item 3. REORGANIZATION OF THE AGENDA**

**Description of the Item:**

Board members may suggest changes in the order in which the agenda items are discussed.

**Suggested Board Action:**

None.

**Staff Recommendation and Comments:**

None.

## **PROCEDURAL ITEMS**

### **Item 4. PUBLIC APPEARANCES**

#### **Description of the Item:**

Under the board's *Policies and Procedures*, non-members are invited to make presentations.

#### **Suggested Board Action:**

Follow WSLH *Policies and Procedures*.

#### **Staff Recommendation and Comments:**

Follow WSLH *Policies and Procedures*.

*Per Policies and Procedures of the Wisconsin State Laboratory of Hygiene Board of Directors:*

§6.12 *Speaking privileges.* When the board is in session, no persons other than laboratory staff designated by the Director shall be permitted to address the board except as hereinafter provided:

- (a) A committee report may be presented by a committee member who is not a member of the board.
- (b) A board or committee member, in the course of presenting a matter to the board, may request staff to assist in such a presentation.
- (c) If a board member directs a technical question for clarification of a specific issue to a person not authorized in this section, the Chair may permit such a person to respond.
- (d) The board may, by majority vote, or by decision of the Chair allow persons not otherwise authorized in this section to address the board if the situation warrants or the following criteria is followed:
  - (1) Written requests for public appearances on specific current agenda items shall be made to the board Secretary no later than two working days prior to the meetings. The request shall outline the reasons for the request including the subject matter to be discussed in as much detail as is feasible prior to the meeting of the board. Those requesting an appearance may, at or prior to the board meeting, provide board members copies of any written materials to be presented or a written statement of a position.
  - (2) Individual presentations will be limited to five minutes, unless otherwise authorized by the Chair.
  - (3) To schedule an appearance before the Wisconsin State Laboratory of Hygiene Board of Directors, contact the board Secretary, c/o Director, WSLH, 465 Henry Mall, Madison, Wisconsin, 53706. Telephone (608) 262-3911. The subject or subjects to be discussed must be identified.
  - (4) The Wisconsin State Laboratory of Hygiene "Guidelines for Citizen Participation in WSLH Board Meetings" are published on their Web site: [http:// www.slh.wisc.edu/index.shtml](http://www.slh.wisc.edu/index.shtml) and printed copies are available on request. (See Appendix 5) [Section §6.12 approved 5/27/03 board meeting.]

## Appendix 5

### Guidelines for Citizen Participation at WSLH Board Meetings

The Wisconsin State Laboratory of Hygiene board provides opportunities for citizens to appear before the board to provide information to the board on items listed on the agenda. Such appearances shall be brief and concise. In order to accommodate this participation in the allotted time, the guidelines are as follows:

A. Items To Be Brought Before the Board:

1. The board Secretary and Chair will assign a specific time on the agenda to hear public comment when a request to speak has been received from a member of the public.
2. Individuals or organizations will be limited to a total of five (5) minutes to make a presentation to the board. Following the presentation, board members may ask clarifying questions.
3. An organization is limited to one (1) spokesperson on an issue.
4. On complex issues, individuals wishing to appear before the board are encouraged to submit written materials to the board Secretary in advance of the meeting so the board may be better informed on the subject in question. Such information should be submitted to the board Secretary for distribution to all board members no later than seven (7) working days before the board meeting.
5. No matters that are in current litigation may be brought before the board.

B. The board encourages individuals to confine their remarks to broad general policy issues rather than the day-to-day operations of the Wisconsin State Laboratory of Hygiene.

C. Citizens who have questions for board members should ask these questions prior to the board meeting, during any recess during the board proceedings, or after board adjournment.

D. Written requests to appear before the WSLH Board of Directors should be submitted no later than two (2) working days prior to a scheduled board meeting.

E. Submit written requests to:

Secretary, Wisconsin State Laboratory of Hygiene Board of Directors  
C/O WSLH Director  
465 Henry Mall  
Madison, WI 53706  
Telephone: (608) 262-3911  
Fax: (608) 262-3257  
E-mail: [cdb@slh.wisc.edu](mailto:cdb@slh.wisc.edu)

**BUSINESS ITEMS**

**Item 5 . SCIENTIFIC PRESENTATION**

- B) Influenza Activities — Dr. Peter Shult, Director, Communicable Disease Division
- H1N1 Update

**Description of the Item:**

We are currently experiencing a remarkable global emergence of a novel influenza virus, so-called novel influenza A H1N1 (swine-origin). While this influenza outbreak doesn't appear to be as serious as first thought, the public health impact in Wisconsin thus far and the potential for widespread transmission throughout the world and more severe illness is very real.

Dr. Peter Shult, Director, Communicable Disease Division, will provide a review of events that have occurred over the past two months, with focus on activities carried out by the WSLH in support of the extensive public health response to this outbreak. A discussion of the possible impact this virus will have throughout this summer and into the 2009-2010 influenza season and planning efforts the WSLH is undertaking to address the threat will be provided.

**Suggested Board Action:**

Receive for information and discuss.

**Staff Recommendations and Comments:**

Receive for information.

**BUSINESS ITEMS**

**Item 6. CONTRACT REPORTS**

- A) Government Agencies – For Information and Discussion (28)
- B) Private Contracts (0)

**Description of the Item:**

Contracts listed under this agenda item are described in Section 3.04 and 3.06 of the Policy and Procedures document. Two different mechanisms apply for handling contracts:

- A) Agreements requiring director approval being reported to the board for information only under §3.04 (24)**
- B) Contracts requiring board approval under §3.06 (0)**

**Suggested Board Action:**

Discuss contracts.

**Staff Recommendations and Comments:**

There are no contracts requiring board approval.

**WISCONSIN STATE LABORATORY OF HYGIENE BOARD  
CONTRACT REPORT FOR APRIL 21, 2009**

As Required Under §3.0 of the Policies and Procedures (P&P) of the Wisconsin State Laboratory of Hygiene Board as Approved at its November 30, 2006 Meeting

**For Board Information under Board Policy and Procedures §3.05:**

<b>Contractor Name/ Agency</b>	<b>Contract Name</b>	<b>Revenue</b>	<b>Period of Performance</b>	<b>Scope of Work</b>	<b>Reference to Board P&amp;P</b>
Wisconsin Department of Natural Resources	Purchase Orders to DNR Basic Agreement	\$55,253	Expires June 30, 2009 with one extension to 9/30/09	Agricultural Monitoring, Mayville Air Toxic Site, Nonpoint Source Evaluation Monitoring, Air Particulate Monitoring, Dioxin and Furans in Fish, Private Water Supply Samples, Biomonitoring Lab Support, and River Planning Grant Lab Support.	§3.04(a)
Wisconsin Department of Health Services	AIDS/HIV Contract	\$290,000	January 1, 2009- December 31, 2009	WSLH will provide personnel and supplies to the Division of Public Health.	§3.04(a)
Wisconsin Department of Health Services	Epidemiological Laboratory Capacity	\$51,802	January 1, 2009- December 31, 2009	WSLH will do influenza and NARMS testing for DPH as well as pay for some foodborne efforts.	§3.04(a)
Wisconsin Department of Health Services	Advancing Strategies to Improve Influenza Surveillance	\$140,425	July 1, 2008- May 31, 2009	WSLH will provide testing, data management, instruction, and creation of a network.	§3.04(a)
Wisconsin Department of Health Services	Infertility Prevention	\$96,392	January 1, 2009- December 31, 2009	WSLH will provide gonorrhea and Chlamydia testing for DPH.	§3.04(a)
Environmental Protection Agency	Purchase Order Extension	\$0	December 18, 2007- December 31, 2010	WSLH has been doing about \$30,000 worth of testing for EPA; this extended the completion date	§3.04(b)
Ethan Allen School	Radium Testing	\$2,343	February 1, 2009- June 30, 2009	The school has a blanket purchase order to have drinking water tested for radium.	§3.04(b)
University of Michigan	OSEH Analytical Services	unknown	May 1, 2009- April 30, 2012	WSLH will conduct two types of air tests for the University of Michigan	§3.04(b)
Occupational Safety Health Administration	Amendment to Wisconsin 21(d) Cooperative Agreement	\$52,000	October 1, 2008- September 30, 2009	WSLH amended its contract with OSHA to purchase small equipment.	§3.04(b)
US Department of Labor	Consultation Program Amendment	\$32,000	October 1, 2008- September 30, 2009	WSLH amended its contract with USDOL to purchase equipment.	§3.04(b)
University of California-Irvine	Purchase Order with UC-Irvine	\$10,000	February 25- June 30, 2009	This PO permits analytical lab supplies and service.	§3.04(b)
University of South Carolina	Alternative Aircraft and Airfield Deicing and Anti-Icing Formulations with Reduced Aquatic Toxicity and	\$10,000	The agreement originally covered work from October 2006 to October 2008 but more testing was	WSLH agrees to provide testing for a consortium designed to mitigate the environmental impacts of the aviation industry	§3.04(b)

	Biological Oxygen Demand.		required.	on water sources.	
Dane County Parks	Purchase Order	\$400	Expires August 2009	WSLH will do water testing for Dane County.	§3.04(b)
City of Eau Claire	Fluoride Testing	\$260	January 1, 2009-December 31, 2009	WSLH will do DNR-required fluoride testing for Eau Claire	§3.04(b)
University of Massachusetts-Worcester	Validation of Newborn Screening Algorithms	\$16,126	June 1, 2008- May 31, 2009	This subagreement will help develop algorithms for newborn screening.	§3.04(b)
United States Navy	Purchase Order with the Navy	\$27,000	June 1, 2009-December 31, 2009	WSLH is doing copper stable isotope ratio analysis of water samples.	§3.04(b)
Children's Hospital of Wisconsin	Subcontract for Public Health Information Network	\$76,010	March 1, 2008-February 28, 2010	WSLH has absorbed the PHIN from UW DoIT. This was an existing contract that we inherited.	§3.04(e)
LPR Arcadis	Purchase Order with LPR, Inc.	\$132	March 2, 2009	The purchase order covers analytical services.	§3.04(e)
Cementation	PO with Cementation	\$562	March 14, 2009-March 14, 2010	WSLH will do carbon black and x-ray testing.	§3.04(e)
Kimberly-Clark	Purchase Order with KC	\$1,050	April 9-30, 2009	WSLH will test for potassium in air samples.	§3.04(e)
MACTEC	Work Order for Media and Analysis	\$300	March 27- April 6, 2009	WSLH will do acetic acid sample media and analysis for MACTEC.	§3.04(e)
Air Resources Board	Source Appointment of Carbon	\$32,917	June 30, 2008-June 29, 2011	This subaccount for testing is from a grant through UW Engineering.	§3.04(e)
Sigma-Aldrich Chemical Company	Water Analyses	\$2,500	April 17, 2009-April 14, 2010	WSLH will conduct water analyses for the company who will choose from the price list.	§3.04(e)
Brillion Iron Works	Purchase Order with Brillion	\$3,000	April 16, 2009-December 31, 2009	WSLH will do miscellaneous testing for Brillion Iron Works.	§3.04(e)

## REFERENCES

- §3.02 *Policy on contracts and agreements.* Sections 3.02-3.07 are created by the board in order to carry out its responsibilities under S. 36.25(11)(a), *Wis. Stats.*, to "...set fees, set priorities and make final approval of laboratory resources..." and its authority under S. 36.25(11)(f), *Wis. Stats.*, to "...impose a fee for each test conducted by the laboratory" Any test conducted for a local unit of government is exempt from the fee unless the test is outside the state public health care mission or is required under 42 USC 300f to 300j, as determined by the laboratory of hygiene board. The laboratory may charge state agencies through contractual arrangements for the actual services rendered."
- §3.03 *Basic agreements.* No later than the first meeting of the board in each fiscal year, the board shall approve a basic services agreement with the Department of Natural Resources and the Department of Health and Family Services respectively for that fiscal year. Absent an approved basic services agreement, the laboratory and agency shall proceed on a "continue to operate" basis.
- §3.04 *Director's contract authority.* Except as provided in §3.06, the Director may negotiate and enter into the following contracts:
- (a) All contracts for services with the Department of Natural Resources or the Department of Health and Family Services which are issued pursuant to the basic services agreement with that agency.
  - (b) All other contracts for services with state agencies or municipalities under S.36.25(11)(b) *Wis. Stats.*; with federal government agencies, governmental agencies in other states, and educational institutions provided that:
    1. The services are consistent with the Laboratory's mission as approved by the board, and
    2. The contracts do not exceed the board approved budget for the Laboratory by more than 10%.
  - (c) Any non-policy amendment or addition to the basic agreements under §3.03.
  - (d) All contracts for purchase of supplies, services, and permanent property that are within budget appropriations and the budget resource allocations approved by the board.
  - (e) All contracts with private entities and corporations, or other organizations and businesses that wish to contract with the WSLH for services, provided that:
    1. The price for service is at or above the fee in the current fee schedule, or
    2. Custom lab work, not listed in the fee schedule, is priced at or above full cost when using the new work volume.

3. The Director determines a discount is necessary to carry out the WSLH's public, environmental or occupational health mission as reflected in the state statutes or core functions of state and public health laboratories, or
4. The Director determines a discount will allow the WSLH to use current capacity or sustain its role within the University and
5. The Director will ensure the discounted price will at least cover marginal costs and
6. The WSLH Director will ensure that the long-range implications of a discounted price will not adversely affect the ability of the WSLH to attain the board's reserve requirements.

- (f) Contracts that relate to normal administrative operations and for which the University of Wisconsin provides oversight. Examples include, but are not limited to: pre-qualifying orders intended to stipulate the WSLH's quality assurance program or business standards, Memoranda of Agreement for management of electronic access to WSLH data, HIPAA business associate agreements, and consulting agreements for limited term services from persons with specialized skills (strategic planners, *locum tenens*).

§3.05 *Contract report to board.* A list including brief description of all contracts executed under §3.04(a), §3.04(b), §3.04(c) and §3.04(e) shall be reported to the board at its first meeting after said action. The description shall include name, period, and amount of the contract, as well as the name of the entity with which the lab is contracting. If upon review at that meeting, the board decides to set aside future contracts for certain programs or types of services and upon enactment of a specific motion detailing the constraints the board wishes to impose, the Director shall not authorize such future contracts until approval is granted for each on a case-by-case basis under §3.06.

§3.06 *Board approval required.* The Director shall seek board approval for all of the following contracts prior to execution:

- a. Any contracts for services or purchases that are not covered by §3.03 or §3.04.
- b. Any contract type identified by the board under §3.05 for separate consideration and approval.  
Any contract which the Director feels may present either public policy or private competition questions which should be resolved by the board.
- c. Any contract which the Director feels may present either public policy or private competition questions which should be resolved by the board.

**BUSINESS ITEMS:**

**ITEM 7. APPROVE DNR/DHS BASIC AGREEMENTS**

**Description of the Item:**

Contracts for board approval under Board Policy and Procedures §3.03:

- Basic Agreement with Wisconsin Department of Natural Resources (DNR) for \$2,902,847 for the period July 1, 2009 through June 30, 2010. The following is a summary of changes from last year's agreement:
  - Increase in amount from \$2,732,100 to \$2,902,847 (a net increase of 6%)
  - The allotment for local public health departments is \$127,600.
  - Supplemental contract purchase order prices will generally be set at total cost, with exceptions as agreed upon for individual contracts
- Basic Agreement with Wisconsin Department of Health Services (DHS) for \$3,824,944 for the period July 1, 2009 through June 30, 2010. This agreement remains basically unchanged. This agreement also provides flexibility in expending resources to meet DHS-anticipated ongoing needs, and to respond to special situations that may arise.
- Both of these Basic Agreements are currently funded with state GPR funds that come directly to the WSLH. Any reductions in GPR after June 1, 2009 will result in adjustments to the level of funding available to support these agreements.

**Suggested Board Action:**

Discuss and move approval of Basic Agreement contracts.

**Staff Recommendations and Comments:**

Approve the DNR/DHS Basic Agreement contracts as presented.

**Memorandum of Agreement on Laboratory Services for Fiscal Year 2010**  
**between**  
**State of Wisconsin Department of Natural Resources**  
**and**  
**the Board of Regents of**  
**the University of Wisconsin System on behalf of the**  
**Wisconsin State Laboratory of Hygiene**

This Memorandum of Agreement is entered into by and between the Wisconsin State Laboratory of Hygiene (hereinafter referred to as WSLH) and the State of Wisconsin Department of Natural Resources (hereinafter referred to as DNR)

I. Purpose

The purpose of this Agreement is to establish responsibilities, obligations and the mode of operation between the DNR and the WSLH during fiscal year 2009-2010.

The WSLH is organized under a governing board as defined by Section 15.915(2), *Wisconsin Statutes*, in which the DNR is one of four represented state agencies. The intent of this Agreement is to ensure that the DNR obtains laboratory support consistent with its needs and commensurate with the funding levels established by the State's biennial budget.

This Agreement is designed to provide program support consistent with the mission statement of the WSLH as adopted by the WSLH Board on May 8, 1979 and the memorandum of agreement dated December 13, 1994 (which set how the dollar amount of this agreement is determined).

II. General Operating Principles

- A. The WSLH agrees to operate the laboratory and the DNR agrees to manage its needs for laboratory services in such a manner as to jointly promote the growth and development of effective and efficient laboratory resources for the future.
- B. The WSLH and DNR agree that there exists a "core" of laboratory support consisting of (1) the resources transferred from the DNR to WSLH, and (2) the continuing level of WSLH direct budget support for the Environmental Health Division activities and related overhead. This core represents the State's continuing level of laboratory support for DNR environmental programs and resource management related activities.
- C. In addition, the DNR may develop new or expanded projects which require laboratory services outside the core of activities. As such projects are developed, the DNR agrees to: 1) inform the WSLH of their existence, 2) to request an assessment of existing capabilities within the WSLH, and 3) provide additional support (purchase orders) for the new or expanded laboratory services. Commensurate with the project's needs, the WSLH agrees to provide in a timely manner an estimate of costs and completion dates for the laboratory services. It is agreed that it is in the best interest of both the WSLH and DNR to provide this special project support from the WSLH, in that it affords the State an opportunity to fully and cost-effectively utilize existing resources as well as to develop and maintain basic laboratory capabilities for future use.
- D. Prioritization of analytical and related services covered by the Agreement is the joint responsibility of the DNR Laboratory Coordinator (DNR-LC) and the WSLH Head of the Environmental Health Division (WSLH-EHD).
- E. The WSLH agrees to make every effort to be able to respond to environmental emergencies through a redirection of the total WSLH laboratory resource as necessary.

III. Baseline Support for Environmental Sciences Related Laboratory Services during 2009-2010

- A. The DNR agrees to limit their use of the "core" funding (see II.B.) to a maximum of \$2,902,847<sup>1</sup>. These funds will be used for analytical testing of environmental samples, including prudent testing of samples for local public health agencies, technical consultation, interpretation of results, expert testimony, method development, instrumentation, staff training, data management, and other agreed to uses.
- B. The DNR-LC will monitor the types of analyses and cumulative work units throughout the year and will determine the proper mix of analyses to meet DNR needs.
- C. Fiscal integrity of the Environmental Sciences Section (ESS) is a concern of both DNR and WSLH. The DNR-LC and the WSLH-EHD shall strive to include requests of mutual significance in the biennial budget initiatives of their respective agencies, and in general, to manage cooperatively the revenues and expenditures of the ESS to meet both agencies' environmental protection mission best. In keeping with the long tradition of a partnership dedicated to doing what is best for the citizens of the State, the WSLH agrees to consult with DNR before using any Environmental Sciences revenues for public health activities outside of Environmental Sciences and/or Resource Management.
- D. The total dollars used of the allotment in III A. is based on the cost per test and the number of tests completed.
- E. The WSLH shall provide analytical costs based on detailed cost accounting of tests and the previous year's actual costs of total laboratory operations. Such calculations will be made after review by the DNR-LC of the financial reports and annual workload summaries for each operating unit within the WSLH utilized by DNR and after agreement by the DNR-LC and WSLH-EHD of the costs and workloads to be included in the cost calculations. Final costs will be mutually agreed upon by DNR and WSLH.
- F. The above factors have been used to determine the WSLH prices for FY 2010 in providing analytical testing services to DNR under this Basic Agreement.
- G. DNR and WSLH will maintain a detailed list showing the price per test. These prices may be adjusted by mutual agreement of the DNR-LC and WSLH-EHD. In the future, the annual price increases may be linked to the inflationary rate.
- H. The DNR support for work done by Local Public Health Programs is given in the table below. Any overage on the Local Public Health Departments account will be charged against the Department of Health Services' Memorandum of Agreement (see MOU dated 9/20/96).

Fee Exempt Non-DNR Services:

Program	Dollars Allotted	Inorganic	Bacti
Local Public Health Departments	\$ 127,600 <sup>1</sup>	30%	70%

IV. Laboratory Services

- A. WSLH needs to maintain capacity for a variety of basic capabilities, such as e. coli, nutrients, metals, solids, and VOCs. It is recognized by both parties that specific capacity needs will change over time. Both parties will work together to provide proper capacities and capabilities.

<sup>1</sup> These are preliminary numbers and may change based on the approved state budget.

- B. The WSLH shall maintain the capacity to provide routinely analytical results within the following schedule. The time frames shall be appropriate for both core services and additional projects; however, they are intended as guidelines for notifying the DNR-LC rather than a rigid analytical requirement.

Test	Maximum Turnaround Time
Public Drinking Water	
Check samples, unsafe, other (coliform)	1 day
Nitrate	2 days
Surface/Groundwater	
BOD	1-2 weeks
Total nitrogen/total phosphorus	1 month
Metals	30 days
VOC	2-3 weeks
Pesticides	2-3 weeks

- C. The WSLH shall continue to maintain and/or develop laboratory capability for immunoassay, environmental toxicology, and biological testing in support of DNR activities. The need for evaluation/quantification of biological samples is expected to expand rapidly in the future. These projects will be identified by the DNR-LC and facilitated by the WSLH-EHD in accordance with paragraph II of this Agreement.

V. Supplemental Agreements by Purchase Order

Typically, there have been 30-50 additional projects underway each year between the WSLH and DNR. Each of these involves preparation, processing, and often, later amendment of a contract document and a purchase order. Future projects shall be confirmed via purchase order only after discussion and mutual agreement between the DNR-LC and WSLH-EHD. The project purpose, analytical services, costs, periodicity, and other specifications shall be identified on the purchase order. Projects will generally be priced to cover total costs. These projects shall also conform to all of the specifications in paragraphs XI through XVII of this Memorandum of Agreement.

VI. Quality Assurance

For compliance testing related to state and federal rules WSLH agrees to provide quality assurance as appropriate on all tests consistent with applicable United States and Wisconsin regulations (ch. NR 149, Wis. Adm. Code), National Environmental Laboratory Accreditation Program, trade manuals including Standard Methods, Test Methods for Evaluating Solid Waste, or other criteria mutually agreed upon between the DNR-LC and the WSLH-EHD.

Any significant regulatory requirements for new and expanded quality assurance efforts beyond those currently in place must be included in the reprioritization for the total efforts of the WSLH Environmental Sciences Section by the DNR-LC.

VI. Records and Reports

- A. The WSLH shall provide a quarterly performance summary by account number, including the number of each analysis type, nature of the service provided, the relative value of each test, and the total service cost for each work unit listed above. In addition, the WSLH shall have available a summary of quality assurance checks performed during the quarter, including information on the test or determination. The number of the quality assurance checks shall be computed separately from the number of samples analyzed. Quality assurance procedures amounting to 10% or more of the total workloads are not enumerated in paragraph III but are incorporated in the cost per relative value unit.

- B. Consistent with good laboratory practices, the methods or procedures, the standard curves or calculation processes, and the instrument maintenance checks utilized by the laboratory shall be reasonably available for review by DNR personnel or appropriate inspectors.
- C. The WSLH shall be responsible for encoding laboratory results and entering them into a computer system mutually agreed upon by the DNR-LC and WSLH-EHD. These data are then to be accessible to DNR field personnel and management personnel through local computer access.
- D. The WSLH shall be responsible for the costs of encoding, entering and storage of the data, and for any calculation or processing costs which convert "raw" laboratory data to finished results. The DNR shall be responsible for costs associated with programming maintenance and for use of the file by DNR field and administrative personnel. Period of storage and availability of data shall be mutually agreed to by the DNR-LC and WSLH-EHD but in no case shall be less than 12 months.

VII. Workload Priorities and Budget Management

In general, samples are prioritized in the following order:

- |                  |  |
|------------------|--|
| 1. Public Health | 5. Routine Programs  |
| 2. Fish Kills    | 6. Long Term Projects                                      |
| 3. Enforcement   | 7. Long Term Research                                      |
| 4. Compliance    | 8. Municipal Water Supplies, regular distribution samples. |

Any deviations from these priorities are determined by the DNR-LC.

The DNR-LC shall provide to the WSLH-EHD the anticipated laboratory demands for each fiscal year, 60 days prior to the beginning of the fiscal year. The WSLH will allocate the personnel and resources within the laboratory to accommodate the workload demands consistent with the priorities established by the DNR-LC, and within limits of the capacity of the core of services.

The WSLH administration through the WSLH Board shall be responsible for determining "continue to operate budgets" and adequate support to implement changes in the state of the art of analytical services for analytical effort already a part of the core of services.

The DNR may establish with the WSLH supplemental agreements (purchase orders) for service over and above the level reflected in the WSLH-DNR general purpose revenue budget. The WSLH shall seek to accommodate those additional DNR projects under the cost calculation procedures identified in paragraph III. Supplemental agreements between the DNR and WSLH shall set forth the price, scope of work, and other deliverables; and shall be subject to the provisions of paragraphs X through XVII of this Agreement.

IX. WSLH Access to DNR Computer Systems

WSLH staff has access to DNR computer systems. To insure security of DNR computer systems, WSLH is responsible for notifying DNR of all WSLH staff authorized to use DNR computer systems. In addition WSLH is responsible for notifying DNR when staff who have access to DNR systems depart, so that access can be removed. Access is granted to WSLH staff via the Wisconsin Access Management System (DOA) and the Environmental Site Register (DNR). WSLH staff is accessing DNR computer systems solely for the purpose of doing business with the DNR. Unauthorized access is prohibited.

X. Non-Discrimination

In connection with the performance of work under this Agreement and any additional services under this Agreement, the WSLH 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), *Wis. Stats.*, sexual orientation as defined in s. 111.32(13m), *Wis. 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 WSLH further agrees to take affirmative action to ensure equal employment opportunities. The WSLH agrees to post in a conspicuous place, available for employees and applicants for employment, notice setting forth the provisions of the non-discrimination clause.

XI. Cancellation

The DNR reserves the right to cancel a purchase order for additional services issued under this Agreement, in whole or in part, upon two weeks' notice without penalty because of lack of funds, cancellation of a contributory grant, or for the failure of the WSLH to comply with terms, conditions and specifications. Payment will be based on work completed under the purchase order.

XII. Purchase Orders

Each additional project agreed to by DNR and the WSLH under this Agreement will include the basis for computation of analytical costs as shown in paragraph III. G., with the time of payment(s) and/or a cost reimbursement schedule. Any revisions including cost adjustments and time extensions must be made by an amendment to the DNR specific purchase order or other written documentation issued by DNR.

XIII. Assignment

No purchase order issued under this Agreement nor any right or duty in whole or in part by the WSLH may be assigned, delegated or subcontracted without the written consent of the DNR-LC following consultation with appropriate DNR officials and staff.

XIV. Custodian of Records

Analytical data reports and other information being developed at the WSLH for the DNR may be of a preliminary or confidential nature. The DNR-LC is the designated Legal Custodian of all data, reports and other information being developed or prepared by the WSLH for DNR. Inquiries and requests to the WSLH concerning these records shall be redirected to the DNR-LC.

XV. Indemnification

The DNR and WSLH both agree that, as related to this Agreement and any additional services under this Agreement, any loss or expense (including costs and attorney fees) by reason of liability imposed by law, will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense.

XVI. Applicable Law

This Agreement and any purchase order issued under this Agreement shall be governed by the laws of the State of Wisconsin.

XVII. Agreement Management

The DNR-LC and the WSLH-EHD shall function to jointly implement this Agreement.

XVIII. Terms of Agreement

This Agreement shall commence on July 1, 2009, and continue through June 30, 2010, or such other date established by agreement of the parties for additional projects defined under paragraphs II., V., and XI.

WISCONSIN DEPARTMENT OF NATURAL  
RESOURCES

WISCONSIN STATE LABORATORY OF  
HYGIENE

By \_\_\_\_\_  
Matthew J. Frank, Secretary

By \_\_\_\_\_  
Dr. Charles Brokopp, Director

Signed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2009

Signed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2009

**Agreement Covering Laboratory Services  
Between  
State of Wisconsin Department of  
Health Services  
and  
Wisconsin State Laboratory of Hygiene**

This Agreement, including addenda, appendices and exhibits which may be attached, is made and entered into for the period of July 1, 2009 through June 30, 2010 by and between the Wisconsin State Laboratory of Hygiene (hereinafter referred to as WSLH) and the State of Wisconsin Department of Health Services, Division of Public Health, (hereinafter referred to as DHS.) This Agreement is hereafter referred to as the "DHS-WSLH Basic Agreement."

WHEREAS the WSLH is mandated to be operated to furnish a complete laboratory service to the Department of Health Services and the Department of Natural Resources in the areas of water quality, air quality, public health and communicable diseases pursuant to s. 36.25(11) *Wis. Stats.* and is organized under a board as defined by 15.915(2) *Wis. Stats.*

WHEREAS the WSLH board may impose a fee for each test conducted by the laboratory. Tests within the state public health mission are fee-exempt for local units of government, and WSLH may charge state agencies through contractual arrangements for the actual services rendered pursuant to s. 36.25 (11) (f) *Wis. Stats.*

WHEREAS the DHS has general supervision throughout the state of the health of citizens as conferred by s. 250.04 *Wis. Stats.*, and broad corollary powers and duties conferred elsewhere in statute to carry out that responsibility.

WHEREAS the WSLH shall perform newborn screening testing under contract with DHS and pay a portion of the fee to DHS pursuant to s. 253.13 *Wis. Stats.*

WHEREAS the WSLH shall impose a fee sufficient to pay for any asbestos testing services which it provides pursuant to s. 254.19 *Wis. Stats.*

WHEREAS the WSLH shall perform tests to determine the presence of a communicable disease at the direction of a local health officer pursuant to s. 252.05(9) *Wis. Stats.*

WHEREAS the WSLH shall examine specimens for the diagnosis of sexually transmitted diseases and shall report the positive results to the local health officer and DHS pursuant to s. 252.11(10) *Wis. Stats.*

WHEREAS the DHS may establish, equip and operate a state branch laboratory of hygiene and may also establish and aid in maintaining cooperative laboratories in conjunction with cities pursuant to s. 250.04(9) *Wis. Stats.*

WHEREAS the WSLH shall perform examinations and do testing for rabies pursuant to s. 95.21(6) *Wis. Stats.*

NOW, THEREFORE in consideration of the mutual responsibilities, obligations, mode of operation and agreements hereinafter set forth, DHS and WSLH agree as follows:

## **I. General Operating Principles**

- A. The WSLH agrees to manage the laboratory and the DHS agrees to manage its needs for laboratory services; therefore, both parties shall jointly promote the growth and development of effective and efficient public health laboratory resources for the future. Both parties agree to support the epidemiology, surveillance, research and the public health programs within DHS.
- B. The WSLH and DHS agree that a portion of WSLH's General Purpose Revenue (GPR) budget supports DHS services, including local units of government as well as GPR that supports Department of Natural Resources and the University of Wisconsin.
- C. Services to be performed by WSLH with consideration (i.e., additional funding) from DHS shall appear in Exhibit B of this Agreement.
- D. In addition, the DHS may develop new or expanded projects which require laboratory services or expertise that are most appropriately and cost-effectively provided by the WSLH and fall within the scope of its mission. As such projects are developed, the DHS agrees to: 1) inform the WSLH Laboratory Contract Administrator (LCA) in advance of their existence and, where appropriate, involve WSLH in project planning, 2) request that the WSLH provide assessments of the cost of providing each laboratory service, and 3) provide additional support (which is handled as program revenue by WSLH) for the new or expanded laboratory services proportionate with the project's needs. The WSLH agrees to provide in a timely manner, an estimate of costs, availability of capacity, and completion dates for the laboratory services. It is agreed that it is desirable to have the WSLH provide this special project support, when to do so serves the public health needs and furthers the best interests of the citizens of Wisconsin, and affords the State the best opportunity to fully and cost-effectively utilize existing resources, maintain and/or enhance basic laboratory capabilities to handle public health emergencies and to maintain public health disease and environmental health surveillance.
- E. DHS and WSLH will each designate a Laboratory Contract Administrator (LCA) to work with each other to administer and monitor this Agreement. The DHS-LCA and the WSLH-LCA will be named in Exhibit E of this Agreement.
- F. The WSLH-LCA and the DHS-LCA will meet as needed for the purposes of agreement management as specified in Section X.
- G. The DHS and WSLH may at any time independently or jointly have this Agreement reviewed by legal counsel for compliance with applicable law and the adopted policies and procedures of the respective parties. Where a dispute arises with regard to the legal interpretation or application of any portion of this Agreement, it shall be resolved between the legal counsels serving the parties.

## **II. Support of DHS Laboratory Services**

- A. WSLH and DHS agree that:
  - 1. It is desirable to maintain a wide range of laboratory capabilities and capacities to support the core functions of public health - assessment, assurance and policy development.
  - 2. The state public health laboratory is vital to the identification and investigation of rare and unusual diseases, environmental threats, and common diseases associated with epidemics.
  - 3. The capabilities and capacities maintained by the WSLH allow it to perform testing and research to provide data on conditions of public health interest, as well as respond to emergency situations such as communicable disease outbreaks and hazardous materials incidents. The capabilities and capacities maintained also allow the WSLH to provide consultation and teaching in areas such as laboratory medicine and laboratory quality assurance, and laboratory method development and evaluation.
  - 4. That providing each particular capability and capacity requires a minimum fixed level of expenditures, referred to for purposes of this contract as capacity costs. Capacity costs include space, furnishings and equipment, maintenance of equipment and standard operating procedures, expertise, support services, licensing and proficiency testing, telephones, employee training, etc. Capacity costs have been computed by WSLH for all program areas as outlined in *Healthiest Wisconsin 2010: A Partnership Plan to Improve the Health of the Public*. The computation takes into consideration specific laboratory capabilities and procedures, the minimum number of personnel and other fixed costs needed to maintain the procedures.

5. The expenditure of these capacity costs is necessary for the conduct of testing, teaching, research and development, although they are not directly or proportionately related to the level of those activities.
  6. Specific services require additional expenditures that vary with the level or quantity of service. These costs are referred to for purposes of this contract as direct costs. Direct costs have been determined by cost accounting procedures instituted and maintained in response to recommendations by the Legislative Audit Bureau. These procedures are on file and available for review by DHS.
  7. DHS will support the basic capabilities and capacities of WSLH to the extent possible with funds available through this Agreement.
  8. For services provided under this agreement, including fee-exempt testing and contract subsidies (Exhibit D), DHS will be charged the direct cost, as computed using the cost accounting methods described in a report to the Joint Audit Committee and listed in the DHS Fee Schedule (Exhibit A).
  9. Direct costs listed in Exhibit A are subject to change effective January 1 of the current contract year to coincide with and reflect overall pricing changes adopted by the WSLH board.
  10. Contract prices paid by the DHS for test procedures under supplemental agreements shown in Exhibit B will be paid at an amount and in a manner that is agreed to by the DHS LCA and the WSLH LCA. The amount and manner of payment agreed to by the parties will be clearly shown in each supplemental agreement. Any tests under a supplemental agreement that are charged against funds identified in Section II.B of this Agreement, will be charged at the direct cost price for the specified test procedures, as shown in Exhibit A.
- B. WSLH and DHS agree that \$3,824,944.28 of the WSLH GPR and support budget is designated for support of the statutory health mission of DHS, including fee-exempt testing for local units of government and local health departments.
1. The WSLH budget designated for support of DHS's statutory mission at the WSLH is composed of and shall be applied in an approximate three-fifths/two-fifths split to:
    - The direct costs of fee-exempt testing done on behalf of DHS, local health departments and local units of government; and
    - The support of a basic level of capability (salaries, space, equipment, other fixed costs) and non-testing activities
  2. In addition to the above-specified amounts, the WSLH agrees to make available joint reprioritization of resources and Emergency Testing capacity that may be utilized by DHS for testing or other WSLH capabilities. DHS may utilize this capacity only in the event of declaration of a public health emergency by the State Health Officer. Both parties understand and agree that this capacity will be made available by temporarily redirecting resources from research, methods development, and special studies, and that this capacity cannot be used to supplement ongoing DHS testing needs.
  3. GPR funds not expended under Section II.B.1 shall revert to support the basic level of capacity and capability for WSLH under Section II.B.2. WSLH shall propose at the time of year-end projections and suggest alternatives on how to use these funds that cannot be carried over. DHS and WSLH recognize there are costs associated with maintaining the capacity to perform tests even when specimens fail to materialize. Both DHS and WSLH also recognize the value of maintaining the capacity to shift resources on behalf of DHS for purposes unforeseen at the time of this Agreement when both parties agree that the health of the public would be served and protected by such testing.
  4. Increases in the financial value of the amount specified in this section for support of DHS testing will be jointly agreed to by DHS and WSLH with the approval of the WSLH board. This increase or decrease will also track the percentage increase or decrease in the WSLH GPR. GPR salary increases will serve to maintain the base level of services only. If WSLH is mandated to reduce its GPR, an appropriate portion will also be deducted from the basic agreement with DHS and services appropriately reduced.

- C. "Laboratory public health capacity," as the term is used in this Agreement, can include the available resources and technical capabilities of the WSLH to do any of the following on behalf of DHS without additional fixed expenditures:
  - 1. Perform additional unanticipated workload activity in a defined programmatic area in emergency or other extraordinary circumstances.
  - 2. Provide enhanced or individualized laboratory services (additional or unique analyses, extraordinary reports, special data searches, etc.) in circumstances when these would further a state public health purpose or program.
  - 3. Independently or cooperatively with DHS, perform laboratory research and development activities to evaluate and improve laboratory testing or other technology in order to provide a public health service of greater effectiveness, quality, accuracy, timeliness or cost-efficiency.
  - 4. Disease surveillance and epidemiology activities. Program coordination, planning and evaluation.
- D. DHS will determine, define and prioritize which tests are to be provided on a fee-exempt or discount basis. This will be done through the issuance of "Fee-Exempt Testing Guidelines." DHS will disseminate this information to both the WSLH and to those authorized to submit tests under this provision.
- E. WSLH will maintain accounts for local agencies and state officials authorized by DHS to order fee-exempt tests. WSLH will issue each of these a unique fee-exempt account number against which all tests performed for that agency or individual may be charged. DHS will notify WSLH of any changes to be made to the list of authorized fee-exempt accounts. If a specimen is submitted by an authorized agency for a non-covered test, WSLH will perform the test. DHS will follow up with the agency and the agency will be billed for that test. The WSLH will not perform DHS fee-exempt testing for agencies or individuals not recognized and approved by DHS.
  - F. WSLH will report to DHS on dollars spent for fee-exempt services using the DHS-WSLH Basic Agreement fee schedule for test prices. The DHS will monitor the fee-exempt service expenditures and will assure that charges are within the amount specified for direct cost of fee-exempt testing in Section II.B of this Agreement. Fee-exempt service reports will be in the form and periodicity specified in Section VII. of this Agreement.
  - G. WSLH will report to DHS on subsidized testing based on the WSLH fee schedule. DHS will monitor the subsidized testing expenditures and will ensure that the charges are within the amount for direct cost of fee-exempt testing specified under Section II.B. of this Agreement. Reports will be in the form and periodicity specified in Section VII. of this Agreement.
  - H. Any public health test that the State Health Officer of DHS determines to be required and that the WSLH determines is not within its capability to provide on a timely basis, will be obtained and funded by the WSLH GPR budget designated for support of its statutory mission to DHS. The WSLH will notify DHS of its intent to subcontract services.

### **III. Testing of Newborn Infants in Wisconsin for Congenital Disorders**

- A. The WSLH shall charge the fee imposed by the Wisconsin State Laboratory of Hygiene board on behalf of DHS for congenital disorders testing. The fee shall be based on the amount determined by WSLH administration to support testing plus the amount determined by DHS to fund its responsibilities under s. 253.13 *Wis. Stats.*
- B. On behalf of DHS, WSLH shall accrue the DHS surcharge amounts in an account established for this purpose. Funds shall be credited into this account at the time they are received by the WSLH. All interest earned on funds in this account shall accrue to the account. Upon written request initiated by the DHS Newborn Screening Program, WSLH will remit to DHS the amount requested, not to exceed the account balance. Reports on the account will be in the form and periodicity specified in Section VII.B of this Agreement.
- C. When DHS determines that the amount available under Section III.B. is not sufficient for DHS to fund its responsibilities under s. 253.13, DHS will notify the State Laboratory of Hygiene board in writing of the level of increase required. WSLH will begin collection of the new fee amount within sixty (60) days of the board imposing the new fee. So far as practical, this increase will be made at

the time of the WSLH annual price adjustments, January 1. Newborn Screening Services (i.e., prepaid vouchers) acquired before the fee increase will be performed at the previous price and surcharge amounts.

- D. After consultation with WSLH, DHS will determine rescreening policies and whether additional tests should be included or existing tests be discontinued. The tests currently included under s.253.13 *Wis. Stats.* are specified in HSS 115 Wisconsin Administrative Code.
- E. The WSLH agrees to assist with and serve actively on any advisory bodies convened by DHS for purposes of Newborn Screening for congenital disorders.

#### **IV. Fees for Laboratory Services**

Charges for testing services under this contract will be made in accordance with the fee schedule set forth in Exhibit A. This fee schedule will be updated in conjunction with the WSLH board pricing exercise. It is intended to reflect only direct test costs but not non-testing and capacity costs. Individual test charges in the fee schedule may be changed, by mutual agreement of the signatories to this Agreement, to address inequities or test volume changes. Both parties agree that cost reevaluation is the basis for test and capacity costs in this and future Agreements between the agencies.

#### **V. Billing for Services**

- A. DHS will invoice the WSLH for the surcharge funds collected as a part of the newborn screening fee.
- B. WSLH will bill DHS monthly for services provided under Exhibit B of this agreement and for any additional separate contracts that may be entered into using the DMS-862 CARS Expenditure Report.

#### **VI. Records and Reports**

- A. The WSLH shall maintain such records and financial statements as required by state law and as established by the WSLH board.
- B. The WSLH shall provide the following financial reports to the DPH Bureau Directors and Regional Office Directors on a timely basis:
  - 1. Fee-exempt testing reports for all fee-exempt accounts shall be provided on a quarterly basis. The reports will be divided into separate groups including local health departments, Division of Public Health (DPH), Department of Corrections, Division of Disability and Elder Services and other miscellaneous facilities. The local health department reports shall be further grouped by the DPH Regional Office. Each report shall include: account number and agency or program name; the number and dollar value of each test and test panel done for the current quarter; total current year-to-date number and value of all tests done; previous year-to-date number and value of all tests done; total number and dollar value of all tests done for the current quarter. This report shall be submitted to the DHS-LCA no later than 30 days after the quarter ends with the exception of the 4<sup>th</sup> quarter, which report shall be submitted no later than 60 days after the quarter ends
  - 2. Quarterly statements on the number of Newborn Screening and rescreening tests and an accounting of increases and decreases to the account required under Section III.B. of this Agreement. This report shall be submitted to DHS and WSLH staff no later than 30 days after the quarter ends with the exception of the 4<sup>th</sup> quarter, which report shall be submitted no later than 60 days after the quarter ends.
  - 3. Quarterly reports on fee exempt groundwater testing for each county.
- C. The WSLH shall provide to each fee-exempt account a monthly statement of all tests and test panels done, the charge for each test or test panel, and the monthly total charged to the DHS Basic Agreement for that account.
- D. The WSLH shall provide for each contract in Exhibit C a quarterly summary including: the number of tests done and other services provided and charges for the month.
- E. The WSLH shall provide the following diagnostic reports:

1. Results of tests provided under Section II.B. of this Agreement to the submitting local health department and, when requested, to the DHS.
  2. Routine epidemiology reports as specified in Exhibit C.
  3. Required laboratory reports under DHS "Reportable Diseases" statutory authority.
- F. The WSLH will provide reports of programmatic and clinical data from testing to DHS staff as shown and scheduled in Exhibit C to this Agreement. All non-emergency requests from DHS for non-scheduled reports of test results, testing data, or financial information, shall be honored by WSLH only after approval by the DPH Bureau Directors.

## **VII. Custodian of Records and Specimens**

- A. According to the definitions provided in s.19.32(1) of the *Wisconsin State Statutes*, the WSLH and the DHS are each "an authority" and as such have obligations under the Open Records statutes. The existence of a contract between the DHS and the WSLH does not eliminate the statutory responsibilities of each to comply with the requests properly submitted under Open Records statutes.
- B. When the WSLH receives a request for test samples or records created by testing and services performed under this agreement, they will seek advice from their legal counsel and provide a copy of the request to the Communicable Diseases Bureau Director for information. Likewise, if the DHS receives a request for record created by testing and services performed under this agreement, they will provide a request to the WSLH Deputy Director's Office for information
- C. If both parties receive a request for the same records, from the same party, DHS and WSLH may agree as to which party will prepare copies of the requested records. If there is any question as to whether records are "drafts" or "preliminary," and thus exempted, a determination will be made by the legal counsel of the DHS or WSLH respectively. Legal counsels of the two agencies agree to consult with one another as may be appropriate for each request.

## **VIII. Workload Priorities and Budget Management**

- A. The DPH Bureau Directors shall provide to the WSLH-LCA any changes in anticipated demand for laboratory services for each fiscal year, 90 days prior to the beginning of the fiscal year. The WSLH will allocate the personnel and resources within the WSLH to accommodate the workload demands consistent with the priorities established by the DPH Bureau Directors and within limits of the capacity of the Basic Agreement for services. The WSLH will notify DHS if such requests exceed the WSLH budget appropriated to support DHS services. DHS will either secure additional funding or reduce its requests. In the absence of such estimates, the WSLH will operate on a "continue to operate" basis.
- B. The previous paragraph notwithstanding, the WSLH shall take all reasonable and necessary steps to support and respond to emergency requests and needs of the DHS, including, but not limited to, communicable disease outbreak investigations, toxic substance exposures and other situations, events or occurrences which pose a threat to the public health.
- C. The WSLH Administration (through the WSLH board which approves operating budgets) shall be responsible for determining "continue to operate budgets" and determining adequate support necessary to implement changes and provide the state-of-the-art analytical services, i.e., capacity maintenance, which are a part of the Basic Agreement services.

## **IX. Agreement Management**

- A. The DHS-DPH Bureau Directors and the WSLH-LCA are responsible for planning and monitoring this agreement. These parties will meet as needed to:
1. Facilitate communications.
  2. Schedule and plan meetings of DHS and WSLH program managers for joint program planning.
  3. Set agendas and hold preliminary discussions of joint planning issues, including program priorities, budget development, basic and supplemental agreement development, and program outcomes.
  4. Delineate issues and develop background information for regular bimonthly meetings between the Administrator of the DPH and Director of the Wisconsin State Laboratory of Hygiene.

5. Monitor all other terms and conditions of this agreement.
  6. Discuss and propose resolutions to any other issues related to DHS-WSLH partnering.
  7. Review funding and utilization of services under supplemental contracts to this Agreement.
- B. The WSLH-LCA will attend meetings of DPH Bureau Directors and DPH expanded management, meeting as needed for the purposes of joint program planning. The purpose for attending these meetings will include:
1. Identifying and developing plans for providing laboratory capacities and capabilities that will meet the public health needs and goals of each agency, local health departments and the general public.
  2. Prioritize needs for testing and non-testing laboratory capabilities to meet the general public health goals of assessment, assurance and policy development, and any specific goals and objectives from the document referred to in s. 250.07(1) *Wis. Stats.*
  3. Creation and implementation of a joint research and development agenda. Specific tasks will be to identify research priorities, capabilities, resources, goals, expected outcomes, and development of joint research, development, surveillance, etc. proposals to outside funding sources.

**X. Assignment**

- A. No activity under this Agreement nor any right or duty in whole or in part by the WSLH may be assigned, delegated or subcontracted without consultation of appropriate DHS officials and staff. This paragraph specifically does not apply to the WSLH subcontracting for tests or shared services with other laboratories. The WSLH shall inform DHS-LCA of all such arrangements.
- B. No activity under this agreement nor any right or duty in whole or in part by the DHS may be assigned, delegated or subcontracted without consultation of appropriate WSLH officials and staff.

**XI. Agreement Revisions, Terminations and/or Disputes**

- A. The failure of the parties to enforce, at any time, the provisions of this contract, or to exercise any option which may be provided herein, shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this contract or any part hereof or the right of the parties to enforce thereafter each and every provision hereof.
- B. This Agreement, or any part thereof, may be reopened and renegotiated in such circumstances as:
  1. A public health situation, emergency or non-emergency which may warrant it.
  2. Increased or decreased test volume or other change in activity which affects the operations or capabilities of either of the parties.
  3. Changes required by State and Federal law or regulations.
  4. Monies available.
  5. Acquisition of or changes in contracts in either agency.
  6. Changes in State public health policies.
- C. This Agreement can be amended by an addendum or appendix to this contract signed by the authorized representatives of both parties or terminated with a thirty (30) day written notice by either party.
- D. Any disputes arising as to the interpretation of this Agreement or the quality or quantity of services performed or payments received will be settled by recommendations from the DHS-LCA and the WSLH-LCA to the State Health Officer and the WSLH Director who will then discuss the matter and reach resolution.

**XII. Indemnification**

The DHS and WSLH both agree that, as related to this Agreement and any additional services under this Agreement, any loss or expense (including costs and attorney fees) by reason of liability imposed by law, will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense.

**XIII. Applicable Law**

The laws of the State of Wisconsin shall govern this Agreement. If any article or provision in this agreement contradicts applicable laws, the rule of law takes precedence.

**XIV. Joint Activities to Improve and Protect the Public Health**

- A. The DHS and WSLH agree that they share a broad common mission and purpose under State law, and that they are mandated to work collaboratively in joint efforts to protect and improve the health and safety of Wisconsin citizens. The parties further agree that all contracts, understandings, activities and exchanges described in this Basic Agreement between the two agencies, comprise, represent and embody their joint mission and mandate.
- B. The DHS and WSLH agree that their common mission and mandate includes assurance within the context and objectives of the paper by Dowdle [ref] as the State's Public and Environmental Health Laboratory, the WSLH endeavors to work in close, collaborative partnership with other Wisconsin laboratories, public and private, to promote, improve and accomplish the objectives of a state public and environmental health laboratory.
- C. The DHS and WSLH agree that their common mission and mandate to serve the public health of the State requires that the WSLH work closely with local health departments. The allocation of SLH testing resources to local health agencies is specifically delegated to DHS under what is termed its "gate keeper role." However, other activities, i.e., training, joint purchasing agreements or backup capabilities, may be provided in the context of this "Basic Agreement" or other WSLH resources.

**XV. Sharing of Program, Capital, Personnel and Information Resources**

- A. The DHS and WSLH agree that, under authority of SS. 20.901 and 66.30 Wisconsin Statutes, they may interchange through reassignment or may jointly employ staff, and may undertake other cooperative actions not specifically excluded under State Statute, including jointly contracting for acquisition of capital equipment or services, whenever it is in the best interests of the public service to do so. The DHS and WSLH further agree that any exchange of goods, services, personnel, or financial considerations between the two agencies shall be considered an internal administrative covenant within State government, rather than a purchase of services or grant-in-aid transaction between a State agency and another entity which is outside of State government.
- B. The DHS and WSLH agree that they will collaboratively participate whenever possible in applied research which is directed toward protecting the lives and health of Wisconsin citizens, and that they will jointly, forcefully, and proactively seek research funding to support their efforts. For any research grants jointly obtained under this section, the DHS and WSLH will designate which agency will serve as administrative and fiscal agent for all funds.
- C. For the common purposes and objectives described in this Agreement, the DHS and WSLH agree to freely and fully share test result and disease investigation information and data in the same manner between the two agencies as either agency would communicate the same information internally within its own organization. The DHS and WSLH also agree to share in the acquisition and use of any electronic information processing or transmission systems that have as a principal objective to enhance communication or collaborative activities between the two agencies. To the extent that shared staff or equipment is necessary for a joint venture under this section, the WSLH agrees to institutionally house it within its facilities.

**UNIVERSITY OF WISCONSIN**

By \_\_\_\_\_  
Charles D. Brokopp, DrPH, Director  
Wisconsin State Laboratory of Hygiene

Signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**STATE OF WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES**

By \_\_\_\_\_  
Seth Foldy, MD, MPH, FAFP  
State Health Officer and Administrator  
Division of Public Health

Signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

## **Exhibit A**

### **Fee Schedule**

The fee schedule is comprised of prices derived in the following manner:

1. If the direct cost of the procedure has been computed, the price is that direct cost.
2. If direct cost has not been determined for the procedure, the price is 67% of the published list price.

**Exhibit B**  
**Supplemental Agreements**

CONTRACT NAME	CONTACT PERSON	PERIOD COVERED	AMOUNT
Infertility Prevention, Chlamydia and Gonorrhea	Lori Amsterdam	01/01/09 - 12/31/09	\$96,932
AIDS/HIV Counseling and Testing Services	Jim Vergeront	01/01/09 - 12/31/09	\$290,000
Laboratory Equipment and Supplies for Tuberculosis Control - CDC	Lorna Will	1/1/09- 12/31/09	\$51,021
Letter of Understanding between the WSLH, the Wisconsin Family Planning and Reproductive Health Association, Inc., and the Bureau of	Mike Vaughn	07/01/96 - indefinite	Ongoing
Family Planning Agreement	Mike Vaughn	01/01/09-12/31/09	\$269,700
Radiation Lab Services	Paul Schmidt	07/01/08 - 06/30/09	\$96,149
Epidemiology and Laboratory Capacity For Infectious Disease (ELC)	Susann Ahrabi-Fard	01/01/09 - 12/31/09	\$51,082
Bioterrorism Preparedness and Response	Billee Bayou	08/09/08-08/08/09	\$1,426,675
Early Hearing Detection/Intervention	Sharon Fleischfresser	07/01/08-06/30/09	\$7,000

## Exhibit C

### Reports

Recipient	Run by	Frequency	Report
Cindy Paulson	Barb Rosenthal	Weekly	Reactive Western Blot, P24 PCR QPCR
Rick Heffernan	Barb Rosenthal	Weekly	Reportable conditions from management reports, excludes mycobacteria, HIV CD4, PT
Phan - STD Program	Mary Wedig	Monthly	GC/Chlamydia summary, all results
Regional & Bureau Dir's	Bethanne Lesnick	Monthly	Fee-exempt testing reports Summaries by acct,
Lori Amsterdam	Carol Wiegert	Upon request	Chlamydia & GC summaries for quality monitoring sites
Tanya Oemig	computer	Daily	Positive mycobacteria copies of lab report
LHD of origin	computer	Daily	All rabies specimens
LHD of origin	computer	Daily	Positive bacti enterics
Linda Ziegler	Barb Rosenthal	Monthly	Positive hep. report
Kathleen Krchnavek	Sherry Buechner	Weekly	HIV Positives from Alternate Sites
Kathleen Krchnavek	Mary Wedig	Monthly	HIV antibody disk summary report
Kathleen Krchnavek	Mary Wedig	Monthly	HIV alternate site (99ALT) disk
Patricia Voermans & James Greer	Mary Wedig	Quarterly	Hep C, HIV, GC, Hep, VDRL, Chlam for Department of Corrections
Terni Dolphin & Sara Ishado	Tracy Fritsch	Weekly	Blood lead results and demographics - all Wisconsin residents, Tox staff do this.
Linda Ziegler	Barb Rosenthal	Monthly	BESTD hepatitis report
Susan Uttech	Dave Cedergren	Monthly	Newborn screening surcharge
Local Health Depts.	Lynn West	Quarterly	Groundwater testing fee-exempt
Fee-exempt accounts	A/R Dennis Josi	Monthly	Summary Report to each F.E. account on all
Susann Ahrabi-Fard	Barb Rosenthal	Bi-Weekly	PFGE for DPH
Diep H-Johnson	Barb Rosenthal	Bi-Weekly	All bacti specimens resulting in Salmonella
Diep H-Johnson	Barb Rosenthal	Bi-Weekly	All Shiga-toxin specimens
Patricia Voermans	Mary Wedig	Monthly	HCV report (line list of all specimens/patients)
Tom Haupt	Automatic	Daily 2X	WNV with print runs; by DG
Diep H-Johnson	Mary Wedig	Monthly	Norovirus
Reproductive Health Contract			Has reports (Mike Vaughn) Judy Goeble is revising.
Mike Vaughn	DPHIS	Quarterly	Pap testing summary & statistics

**Exhibit D**

**Contracts Supplemented by  
the Basic Agreement**

**Resolute Account #**

**Contract Name**

1789	HIV Testing
2482	Infertility Prevention
3938	Prenatal Panels
3040	Childhood Lead Testing
4303	Family Planning
1979	Environmental Health
6001979	Environmental Health

**Exhibit E**

**WSLH Designation of Laboratory Contract Administrator**

Pursuant to Section I.E. of the DHS-WSLH Basic Agreement, the WSLH hereby designates and appoints David Woldseth as Laboratory Contract Administrator (LCA). This appointment shall remain in effect for the duration of this agreement or until another person is appointed by the Laboratory Director and has duly notified the DHS Laboratory Contract Administrator.

.....

**DHS Designation of Laboratory Contract Administrator**

Pursuant to Section I.E. of the DHS-WSLH Basic Agreement, the DHS hereby designates and appoints Cindy Daggett as Laboratory Contract Administrator (LCA). This appointment shall remain in effect for the duration of this agreement or until another person is appointed by the DPH Administrator and has duly notified the WSLH- Laboratory Contract Administrator.

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
June 16, 2009

**BUSINESS ITEMS**

**Item 8. FISCAL YEAR 2009 YEAR END CLOSE-OUT UPDATE**

**Description of the Item:**

This report will give the board an update from the last meeting related to the WSLH projected year-end balance. WSLH will present the fourth quarter report and the final year-end report at the August meeting. The board authorized a deficit of (\$600,000) for FY09. The presentation will review fiscal actions taken during the last quarter and will explain recent issues that are impacting the WSLH budget.

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

The WSLH will continue with the fiscal year end close-out process and provide a fiscal year final report at the June meeting.

**WISCONSIN STATE LABORATORY OF HYGIENE  
STATEMENT OF INCOME  
For the period July 1, 2008 through April 30, 2009**

	<b>FY 09 APPROVED ANNUAL BUDGET</b>	<b>FY 09 YEAR- TO- DATE BUDGET</b>	<b>FY 09 YEAR- TO- DATE ACTUAL</b>	<b>VARIANCE FAVORABLE (UN-FAV.)</b>	<b>VARIANCE % of BUDGET</b>
<b>SUPPORT AND REVENUE</b>					
Laboratory Services Revenues (Note 3)					
Agency	\$ 3,527,896	\$ 2,939,981	\$ 3,544,574	\$ 604,593	20.6%
Nonagency	18,213,585	15,175,301	14,970,757	(204,544)	-1.3%
GPR Funding	9,789,783	8,386,857	8,524,920	138,063	1.6%
OWI Fund Revenues	1,653,000	1,414,900	1,435,582	20,682	1.5%
Grant Funding	6,029,113	5,024,655	4,834,072	(190,583)	-3.8%
Interest Income	177,500	147,917	24,002	(123,915)	-83.8%
<b>TOTAL SUPPORT AND REVENUE</b>	<b>39,390,877</b>	<b>33,089,611</b>	<b>33,333,907</b>	<b>244,296</b>	<b>0.7%</b>
<b>EXPENSES</b>					
Salaries	18,293,282	15,183,292	14,721,597	461,695	3.0%
Fringe Benefits	6,941,084	6,039,398	6,509,986	(470,588)	-7.8%
Supplies & Services	10,077,846	8,398,205	8,977,549	(579,344)	-6.9%
Transfer Overhead Allow: 133 and 144	968,014	804,095	788,743	15,352	1.9%
Building Rent	1,866,491	1,555,401	1,606,176	(50,775)	-3.3%
Depreciation	1,766,160	1,471,800	1,424,265	47,535	3.2%
Bad Debt Expense	42,000	35,000	35,000	-	0.0%
Interest Expense	36,000	30,000	14,627	15,373	51.2%
<b>TOTAL EXPENSES</b>	<b>39,990,877</b>	<b>33,517,191</b>	<b>34,077,943</b>	<b>(560,752)</b>	<b>-1.7%</b>
<b>NET OPERATING INCOME OR (LOSS)</b>	<b>\$ (600,000)</b>	<b>\$ (427,580)</b>	<b>\$ (744,036)</b>	<b>\$ (316,456)</b>	

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
June 16, 2009

**BUSINESS ITEMS**

**Item 9. APPROVE FISCAL YEAR 2010 BUDGET**

**Description of the Item:**

WSLH budget authority rests with the board. Each year, WSLH presents a budget to the board prior to the beginning of the state fiscal year (July 1) for their approval. This year the fiscal year budget reflects the board's plan to move to a balanced budget (zero deficit). This is challenging for WSLH as we are starting from a deficit position in FY09 and are dealing with the effects of the weak economy in the state and across the nation. In this presentation, WSLH will present a labwide budget that meets the board's requirement of a zero deficit, presents the state funding cuts, impacts of the human resource budget actions (furloughs and wage increase eliminations) and the program and service implications.

**Suggested Board Action:**

Discuss and approve the FY10 budget.

**Staff Recommendations and Comments:**

Approve FY10 budget as presented.

**WISCONSIN STATE LABORATORY OF HYGIENE  
STATEMENT OF INCOME**

	<b>FY 09 APPROVED ANNUAL BUDGET</b>	<b>FY 10 ANNUAL BUDGET</b>	<b>VARIANCE FAVORABLE (UN-FAV.)</b>	<b>VARIANCE % of BUDGET</b>
<b>SUPPORT AND REVENUE</b>				
Laboratory Services Revenues (Note 3)				
Agency	\$ 3,527,896	\$ 4,633,650	\$ 1,105,754	23.9%
Nonagency	18,213,585	17,949,957	(263,628)	-1.5%
GPR Funding	9,789,783	9,956,506	166,723	1.7%
OWI Fund Revenues	1,653,000	1,700,000	47,000	2.8%
Grant Funding	6,029,113	6,234,709	205,596	3.3%
Interest Income	177,500	33,111	(144,389)	-436.1%
<b>TOTAL SUPPORT AND REVENUE</b>	<b>39,390,877</b>	<b>40,507,932</b>	<b>1,117,055</b>	<b>2.8%</b>
<b>EXPENSES</b>				
Salaries	18,293,282	17,953,363	339,919	1.9%
Fringe Benefits	6,941,084	7,721,325	(780,241)	-10.1%
Supplies & Services	10,077,846	10,326,176	(248,330)	-2.4%
Transfer Overhead Allow: 133 and 144	968,014	1,028,015	(60,001)	-5.8%
Building Rent	1,866,491	1,872,765	(6,274)	-0.3%
Depreciation	1,766,160	1,540,288	225,872	14.7%
Bad Debt Expense	42,000	42,000	-	0.0%
Interest Expense	36,000	24,000	12,000	50.0%
<b>TOTAL EXPENSES</b>	<b>39,990,877</b>	<b>40,507,932</b>	<b>(517,055)</b>	<b>-1.3%</b>
<b>NET OPERATING INCOME OR (LOSS)</b>	<b>\$ (600,000)</b>	<b>\$ (0)</b>	<b>\$ 600,000</b>	

**WISCONSIN STATE LABORATORY OF HYGIENE  
COMPARATIVE STATEMENT OF INCOME  
For the period July 1, 2008 through March 31, 2009**

	<b>FY 09 MAY Esimated YEAR- TO- DATE ACTUAL</b>	<b>FY 09 APPROVED ANNUAL BUDGET</b>	<b>FY 09 ANNUAL PROJECTION</b>	<b>FY 10 ANNUAL BUDGET</b>	<b>VARIANCE FAVORABLE (UN-FAV.)</b>	<b>VARIANCE % of BUDGET</b>
<b>SUPPORT AND REVENUE</b>						
Laboratory Services Revenues (Note 3)						
Agency	\$ 3,843,016	\$ 3,527,896	\$ 4,309,968	\$ 4,633,650	\$ 323,682	7.5%
Nonagency	16,355,970	18,213,585	17,770,051	17,949,957	179,906	1.0%
GPR Funding	9,436,387	9,789,783	9,997,134	9,956,506	(40,628)	-0.4%
OWI Fund Revenues	1,581,059	1,653,000	1,653,000	1,700,000	47,000	2.8%
Grant Funding	5,435,380	6,029,113	6,294,843	6,234,709	(60,134)	-1.0%
Interest Income	24,229	177,500	34,000	33,111	(889)	-2.6%
<b>TOTAL SUPPORT AND REVENUE</b>	<b>36,676,041</b>	<b>39,390,877</b>	<b>40,058,996</b>	<b>40,507,932</b>	<b>448,937</b>	<b>1.1%</b>
<b>EXPENSES</b>						
Salaries	16,441,475	18,293,282	18,030,010	17,953,363	76,647	0.4%
Fringe Benefits	7,089,466	6,941,084	7,698,716	7,721,325	(22,609)	-0.3%
Supplies & Services	9,616,076	10,077,846	10,445,659	10,326,176	119,483	1.1%
Transfer Overhead Allow: 133 and 144	895,068	968,014	1,021,086	1,028,015	(6,929)	-0.7%
Building Rent	1,618,002	1,866,491	1,896,491	1,872,765	23,726	1.3%
Depreciation	1,424,265	1,766,160	1,671,175	1,540,288	130,887	7.8%
Bad Debt Expense	38,500	42,000	42,000	42,000	-	0.0%
Interest Expense	14,627	36,000	24,000	24,000	-	0.0%
<b>TOTAL EXPENSES</b>	<b>37,137,480</b>	<b>39,990,877</b>	<b>40,829,137</b>	<b>40,507,932</b>	<b>321,204</b>	<b>0.8%</b>
<b>NET OPERATING INCOME OR (LOSS)</b>	<b>\$ (461,439)</b>	<b>\$ (600,000)</b>	<b>\$ (770,141)</b>	<b>\$ (0)</b>	<b>\$ 770,141</b>	

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
June 16, 2009

**BUSINESS ITEMS**

**Item 10. LIQUID-BASED CYTOLOGY**

**Description of the Item:**

Background for this topic will be provided prior to the board meeting.

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

Receive for information.

**BUSINESS ITEMS**

**Item 11. ALTERNATIVES FOR THE CYTOTECHNOLOGY SCHOOL**

**Description of the Item:**

The School of Cytotechnology was created in 1957 in response to the need for cytotechnologists to carry out cervical cancer screening. The program, which has a capacity for 12 students is housed at WSLH and is funded by tuition and by WSLH. The 38 credit program is part of the Clinical Laboratory Sciences program of the School of Medicine and Public Health. Recently the School of Medicine and Public Health announced that it would no longer be funding the undergraduate CLS program. The School of Cytotechnology is exploring moving the academic home for the School to CALS. This change would allow students in the program to be enrolled as UW-Madison students and for WSLH to utilize 104 funding.

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

Receive for information.

**BUSINESS ITEMS**

**Item 12. EFFICIENCY IMPROVEMENT ACTIVITIES**

**Description of the Item:**

There will be a presentation to the board on WSLH efficiency improvement activities:

- A) Office of Quality Assurance – Miel Barman, Co-Director, Office of Quality Assurance
- B) Information Technology – Garrett Peterson, Director, Division of Public Health Informatics and Surveillance
- C) Enterprise Business Processes – Steve Marshall, Laboratory Systems Coordinator
- D) Fiscal Reform – John Chapin, Director, Resource Division

In support of the new WSLH Strategic Plan and to help WSLH survive the current fiscal crisis, the following four reform efforts have been underway over the last year: Quality Assurance, Information Technology (including new LIMS replacement), Enterprise Business Processes, and Fiscal Reform. Each of the speakers will give progress updates on these improvement activities, showing that the response to the fiscal crisis is not just making cuts, but improving efficiencies as well.

**Suggested Board Action:**

Receive for information.

**Staff Recommendation and Comments:**

Receive for information.

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
June 16, 2009

**ADMINISTRATIVE ITEMS**

**Item 13. DIRECTOR'S REPORT**

- A) 2009 Future Board Meeting Dates – Next Meeting: **August 18, 2009**
  - **LOCATION TO BE ANNOUNCED**
- B) Report of Outbreaks and Other Emergency Response Activities
- C) Report on Public Water System Testing
- D) Population Health Sciences 50<sup>th</sup> Anniversary – August 27-28, 2009
- E) Research Project Applications
- F) International Fellowships – China, Ukraine
- G) Awards, Honors and Accomplishments
- H) Staff Publications and Presentations

**Description of Item:**

Items of interest are presented to the board.

**Suggested Board Action:**

Receive for information.

**Staff Recommendation and Comments:**

Receive for information.

**A) 2009 Board Meeting Calendar**

**WISCONSIN STATE LABORATORY OF HYGIENE  
BOARD OF DIRECTORS  
2009 MEETING CALENDAR**

<p align="center"><b>February 24, 2009</b> 1:00 p.m. – 4:00 p.m. <b>Wisconsin State Laboratory of Hygiene</b> 2601 Agriculture Drive, Madison, Wisconsin</p>	<p align="center"><b>April 21, 2009</b> 1:00 p.m. – 4:00 p.m. <b>Wisconsin State Laboratory of Hygiene</b> 2601 Agriculture Drive, Madison, Wisconsin</p>
<ul style="list-style-type: none"> <li>■ Board meeting</li> <li>■ Present second quarter fiscal report</li> <li>■ Approve 2009-2014 Strategic Plan</li> <li>■ Review meeting dates for the year</li> <li>■ State of the Wisconsin State Laboratory of Hygiene</li> <li>■ Review appointments and expiration dates</li> <li>■ Review records for "Oath of Office"</li> <li>■ Election at close of meeting</li> </ul>	<ul style="list-style-type: none"> <li>■ Board meeting</li> <li>■ Present third quarter FY09 fiscal report</li> <li>■ Submit preliminary FY10 budget to board (includes GPR allocation)</li> <li>■ Review board meeting dates (summer vacations)</li> </ul>
<p align="center"><b>June 16, 2009</b> 1:00 p.m. – 4:00 p.m. <b>Wisconsin State Laboratory of Hygiene</b> 2601 Agriculture Drive, Madison, Wisconsin</p>	<p align="center"><b>August 18, 2009</b> Time and Place To Be Determined</p>
<ul style="list-style-type: none"> <li>■ Board meeting</li> <li>■ Approval of FY10 budget by board</li> <li>■ Approval of DNR/DHS Basic Agreements by board</li> </ul>	<ul style="list-style-type: none"> <li>■ Board meeting</li> <li>■ Present fourth quarter – year end fiscal report</li> <li>■ New fiscal year begins</li> </ul>
<p align="center"><b>November 17, 2009</b> 1:00 p.m. – 4:00 p.m. <b>Wisconsin State Laboratory of Hygiene</b> 2601 Agriculture Drive, Madison, Wisconsin</p>	
<ul style="list-style-type: none"> <li>■ Board meeting.</li> <li>■ Present first quarter fiscal report</li> <li>■ Present fiscal year closeout budget</li> <li>■ Approval of new prices by board (effective January 1, 2010)</li> <li>■ Review Medicare prices and Federal Policies</li> <li>■ Annual Report published</li> <li>■ Present Annual Medicare Compliance Report</li> </ul>	

**B) Report of Outbreaks and Other Emergency Response Activities**

**Report of Outbreaks and Other Emergency Response Activities  
April 1, 2009 – May 30, 2009**

Approximate Date	Agent or Event Name	Description	Current Status
<b>OUTBREAKS and INCIDENTS</b>			
April 2009	Novel H1N1 (swine-origin) influenza	<p>Between 4/25/09 and 5/30/09, the WSLH has tested more than 5,700 specimens for H1N1 influenza.</p> <p>The WSLH has validated the CDC swine influenza test and is performing the test on-site. In addition, WSLH has partnered with three other laboratories to enhance testing capacity in Wisconsin:</p> <p><b>Milwaukee Health Department Laboratory (MHDL):</b> MHDL has validated the same Novel Influenza A H1 (swine-like) test that the WSLH is performing.</p> <p><b>Midwest Respiratory Virus Program (MRVP) Laboratory, Medical College of Wisconsin:</b> MRVP laboratory is providing confirmatory testing for Influenza A H1N1 (Swine), using a test developed in their laboratory. The WSLH has verified that the MRVP test results are comparable to CDC swine influenza assay results.</p> <p><b>Marshfield Labs/Marshfield Clinic Research Foundation:</b> Marshfield System and outreach clients can send specimens to Marshfield Labs to test for “probable” Influenza A H1 (swine-like) virus cases by identifying Influenza A viruses that cannot be subtyped as human H1 or H3 specimens. These specimens will then be forwarded to the WSLH for confirmatory testing.</p> <p>The WSLH is holding teleconferences and providing laboratory messages for the clinical laboratories in Wisconsin as needed and is also providing guidance to laboratories and public health on specimen collection, transport and</p>	Ongoing
April 2009	E. coli O157:H7	<p>WSLH identified a cluster of isolates with indistinguishable PFGE patterns. Matching band patterns have been seen in patient specimens from Minnesota and Illinois, as well as environmental samples from California. Source is still unidentified as of 5/21/09. WSLH, WDPH, DATCP are working with the other state health departments, plus CDC, FDA and USDA on the investigation.</p>	Ongoing
May 5, 2009	Appleton HazMat Incident	<p>At approximately 11:00 p.m. WSLH was contacted by the Appleton HazMat team through the 24/7 pager concerning the evacuation of a shelter home for domestically abused people. Residents of the shelter home experienced burning eyes, nose and throat symptoms following the clean up of a sewer backup in the basement of the home. Bleach and a commercial cleaning product were used in the clean up. Air samples were collected from the home. DHS recommended that the additional cleaning of the basement be done after consultation with WSLH and local health department staff. No laboratory testing was done. The basement was cleaned and residents returned to the home without any further health symptoms.</p>	Closed

Approximate Date	Agent or Event Name	Description	Current Status
<b>OUTBREAKS and INCIDENTS</b>			
May 12, 2009	Columbus Chemical Co. Fire	At approximately 3:00 a.m., WSLH was contacted by the Wisconsin Civil Support Team through the 24/7 pager concerning the fire at the Columbus Chemical Company. Air samples were collected during the fire but laboratory testing was not performed on these samples. WSLH provided consultation during and after the fire. We also provided sampling materials to the U.S. EPA contractor that was hired to collect wipes samples from surfaces around the property. One wipe sample was tested at WSLH and found to contain phosphorus, chlorides, nitrates, and sulfates. WSLH staff provided recommendations to DNR and DHS staff related to the chemicals on the property, testing suggestions, analytical methods, and detection limits for testing the private drinking water wells surrounding the property. The testing for these wells is being done at a commercial laboratory that has been hired by the Columbus Chemical Company.	Closed

**C) Report on Public Water System Testing**

**Water Systems Tests by the Wisconsin State Laboratory of Hygiene**

April 1, 2009 — May 31, 2009	
Number of systems on a boil water notice	<b>42</b>
Number of water systems tested	<b>3775</b>
Percent of systems on a boil water notice	<b>0.01%</b>
Number of boil water notices for <u>municipal community water</u> systems.	<b>1</b>
Number of boil water notices for <u>other than a municipal community water</u> system	<b>2</b>
Number of boil water notices for <u>non-transient, non-community</u> water systems.	<b>2</b>
Number of boil water notices for <u>transient water systems</u> .	<b>37</b>

APRIL 2009								
	# of systems tested by SLH				# of Boil Water Notices			
	MC	OC	NN	TN	MC	OC	NN	TN
Adams	3	2	0	0	0	0	0	0
Ashland	3	0	2	0	0	0	0	0
Barron	3	3	4	0	0	0	0	0
Bayfield	5	1	1	0	0	0	0	0
Brown	14	1	3	8	0	0	0	0
Buffalo	3	2	2	5	0	0	0	0
Burnett	1	0	2	11	0	0	0	0
Calumet	8	0	0	3	0	0	0	0
Chippewa	3	2	3	11	0	0	0	0
Clark	8	1	7	4	0	0	0	1
Columbia	10	4	4	14	0	1	0	0
Crawford	7	0	0	7	0	0	0	0
Dane	33	6	9	26	0	0	0	0
Dodge	16	4	8	18	0	0	0	2
Door	3	1	2	114	0	0	0	2
Douglas	0	1	2	0	0	0	0	0
Dunn	2	2	0	2	0	0	0	0
Eau Claire	0	2	0	0	0	0	0	0
Florence	1	0	0	3	0	0	0	0
Fond Du Lac	9	2	9	13	0	0	0	0
Forest	4	1	0	0	0	0	0	0
Grant	19	3	3	14	0	0	0	0
Green	8	1	3	7	0	0	0	0
Green Lake	5	2	3	8	0	0	0	0
Iowa	12	2	3	19	0	0	0	2
Iron	5	0	0	3	0	0	0	0
Jackson	7	0	4	4	0	0	0	0
Jefferson	6	9	4	20	0	1	0	0
Juneau	10	3	0	5	0	0	0	0
Kenosha	1	17	14	0	0	0	0	0
Kewaunee	3	0	0	6	0	0	0	0
La Crosse	1	4	4	1	0	0	0	0
Lafayette	9	0	0	9	0	0	0	0
Langlade	1	0	3	2	0	0	0	0
Lincoln	3	1	1	7	0	0	0	2
Manitowoc	9	3	3	9	0	0	0	0
Marathon	3	1	5	1	0	0	0	0
Marinette	8	1	0	31	0	0	0	0
Marquette	1	1	10	19	0	0	0	0
Menominee	0	0	0	0	0	0	0	0
Milwaukee	5	4	5	9	0	0	0	0
Monroe	7	2	1	5	0	0	0	0
Oconto	5	1	3	20	0	0	0	0
Oneida	1	3	2	0	0	0	0	0
Outagamie	13	0	3	7	0	0	0	0
Ozaukee	5	9	8	73	0	0	0	1
Pepin	0	1	2	1	0	0	0	0
Pierce	2	2	4	21	0	0	0	0
Polk	6	0	0	3	0	0	0	0
Portage	4	1	6	0	0	0	0	0
Price	4	1	0	12	0	0	0	0
Racine	1	4	15	14	0	0	0	0
Richland	6	0	3	8	0	0	0	1
Rock	7	7	4	19	0	0	0	1
Rusk	4	0	0	5	0	0	0	0
Sauk	13	3	4	16	0	0	0	0
Sawyer	5	1	1	12	0	0	0	0
Shawano	9	1	1	7	0	0	0	0
Sheboygan	10	0	6	12	0	0	0	0
St. Croix	3	4	4	6	0	0	0	1
Taylor	4	0	1	1	0	0	0	0
Trempealeau	12	1	1	1	0	0	0	0
Unknown	0	0	0	0	0	0	0	0
Vernon	10	1	5	3	0	0	0	1
Vilas	3	6	3	1	0	0	0	0
Walworth	5	4	6	31	0	0	0	0
Washburn	2	0	1	7	0	0	0	0
Washington	4	6	8	17	0	0	0	0
Waukesha	4	7	20	30	0	0	0	2
Waupaca	8	1	3	23	0	0	0	0
Waushara	5	2	3	14	0	0	0	0

## Report on Public Water System Testing

MC is municipal community water system which means a water system which serves at least 15 service connections used by year round residents or regularly serves at least 25 year round resident and is owned by a county, city, village, town, town sanitary district, or utility district.

OC is other than municipal community water system which means a community water system that is not a municipal water system. Examples of other than municipal community water systems include but are not limited to those serving mobile home parks, apartments and condominiums.

NN is non-transient non-community water system which means a non-community water system that regularly serves at least 25 of the same persons over 6 months per year. Examples of non-transient non-community water systems include those serving schools, day care centers and factories.

TN is non-community transient water system which means a non-community water system that serves at least 25 people at least 60 days of the year. Examples of transient non-community water systems include those serving taverns, motels, restaurants, churches, campgrounds and parks.

**MAY 2009**

	# of systems tested by SLH				# of Boil Water Notices			
	MC	OC	NN	TN	MC	OC	NN	TN
Adams	3	0	0	3	0	0	0	0
Ashland	3	0	0	4	0	0	0	0
Barron	3	1	0	9	0	0	0	0
Bayfield	5	1	2	2	0	0	0	0
Brown	14	0	3	17	0	0	0	0
Buffalo	3	0	3	0	0	0	0	0
Burnett	1	0	1	23	0	0	0	0
Calumet	8	0	2	6	0	0	0	0
Chippewa	3	1	0	21	0	0	0	0
Clark	8	1	0	29	0	0	0	2
Columbia	10	2	2	26	0	0	0	1
Crawford	7	1	0	10	0	0	0	0
Dane	33	8	6	42	0	0	0	1
Dodge	17	2	8	36	0	0	0	1
Door	3	1	3	113	0	0	0	3
Douglas	0	1	0	2	0	0	0	0
Dunn	2	1	0	35	0	0	0	0
Eau Claire	0	0	0	0	0	0	0	0
Florence	1	0	0	10	0	0	0	0
Fond Du Lac	9	9	5	4	0	0	0	0
Forest	3	0	1	13	0	0	0	0
Grant	19	3	1	13	0	0	0	0
Green	8	0	1	2	0	0	0	0
Green Lake	5	0	1	20	0	0	0	0
Iowa	12	1	2	18	0	0	0	0
Iron	5	0	0	11	0	0	0	0
Jackson	7	0	3	21	0	0	0	0
Jefferson	6	7	4	69	0	0	0	0
Juneau	10	2	3	5	0	0	0	0
Kenosha	1	13	8	0	0	0	1	0
Kewaunee	3	0	2	10	0	0	0	0
La Crosse	1	5	1	2	0	0	0	0
Lafayette	9	0	0	11	0	0	0	0
Langlade	2	0	1	18	0	0	0	0
Lincoln	3	0	0	7	0	0	0	0
Manitowoc	9	3	4	6	0	0	0	0
Marathon	3	0	2	1	0	0	0	0
Marquette	8	1	1	44	0	0	0	0
Marquette	1	3	3	44	0	0	0	0
Menominee	0	0	0	0	0	0	0	0
Milwaukee	5	1	3	8	0	0	0	0
Monroe	7	2	1	16	0	0	0	0
Oconto	5	2	2	27	0	0	0	0
Oneida	1	3	1	21	0	0	0	0
Outagamie	13	0	2	17	0	0	0	0
Ozaukee	5	12	25	43	0	0	1	0
Pepin	0	0	0	6	0	0	0	1
Pierce	2	1	4	31	0	0	0	0
Polk	6	0	0	34	0	0	0	0
Portage	4	0	4	0	0	0	0	0
Price	4	0	0	11	0	0	0	0
Racine	1	2	6	37	0	0	0	3
Richland	6	0	0	3	0	0	0	0
Rock	7	4	7	21	0	0	0	1
Rusk	4	0	0	17	0	0	0	1
Sauk	13	2	6	6	0	0	0	0
Sawyer	5	0	0	47	0	0	0	0
Shawano	9	1	2	15	1	0	0	0
Sheboygan	10	1	0	0	0	0	0	0
St. Croix	3	1	1	69	0	0	0	1
Taylor	4	0	0	4	0	0	0	1
Trempealeau	12	1	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0
Vernon	10	0	1	14	0	0	0	1
Vilas	3	1	1	51	0	0	0	1
Walworth	5	2	3	45	0	0	0	0
Washburn	2	1	0	21	0	0	0	0
Washington	4	6	12	54	0	0	0	2
Waukesha	4	7	9	9	0	0	0	1
Waupaca	8	1	4	43	0	0	0	0
Waushara	5	1	0	59	0	0	0	0

**Report on Public Water System Testing**

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E) Research Project Applications

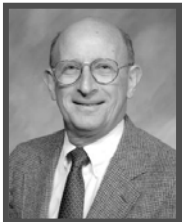
**WISCONSIN STATE LABORATORY OF HYGIENE  
Research Project Applications**

<b>Agency</b>	<b>Title</b>	<b>Amount</b>	<b>Period of Performance</b>	<b>Scope of Work</b>	<b>Reference to Board P&amp;P</b>
<b>Centers for Disease Control and Prevention</b>	A Newborn Screening Method for Congenital Cytomegalovirus Infection	<b>\$1,499,713</b>	September 30, 2009-September 29, 2012	WSLH hopes to develop a screening test for CMV infection	§3.04(b)
<b>Agriculture and Food Research Initiative</b>	Hormone and Veterinary Pharmaceutical Degradation on Dairy and Beef Farms	<b>\$399,930</b>	June 1, 2010-May 31, 2013	This research would help identify best practices for groundwater and surface water.	§3.04(b)
<b>Centers for Disease Control and Prevention</b>	Biomonitoring the Driftless Area of Iowa, Minnesota, and Wisconsin	<b>\$1,298,056</b>	October 1, 2009-September 30, 2010	This federal grant would improve biomonitoring in the three states.	§3.04(b)
<b>Water Research Foundation</b>	Assessment of Torque Teno Virus	<b>\$68,501</b>	August 1, 2009-July 30, 2012	WSLH will evaluate the value of Torque Teno virus as an indicator of viral pathogens in water.	§3.04(e)
<b>Research Triangle Institute</b>	Screening Chapel Hill, NC newborns for Fragile X Syndrome	<b>\$53,877</b>	July 1, 2009-June 30, 2010	Provide FXS testing for a CDC-funded FXS pilot project in NC	§3.04(e)
<b>Research Triangle Institute</b>	Fragile X screening Chapel Hill, NC, WI, IL, FL and CA newborn for Fragile X Syndrome	<b>\$618,235</b>	October 1, 2010-September 30, 2012	Provide FXS testing for NIX Grand Opportunity (GO) grant. Sub award funding	§3.04(e)
<b>Children's Hospital New Orleans, LA</b>	NBS for SCID in Louisiana	<b>\$58,696</b>	September 30, 2009-September 29, 2111	Collaborate on NIH-funded project by sharing SCID expertise	§3.04(e)
<b>UW-SMPH</b>	Evaluation of high-through put method for population screening for FXS	<b>\$34,095</b>	July 2009-July 2010	ICTR method development	§3.04(e)

## G) Awards, Honors and Accomplishments



In tribute to a lifetime of achievement in laboratory quality, the Clinical and Laboratory Standards Institute (CLSI) Board of Directors elected **Ronald H. Laessig, PhD**, to the Honor Roll. This distinction is a memorial to past volunteers whose outstanding contributions helped to establish CLSI as a leader in improving the quality of medical testing and health care services throughout the world. Dr. Laessig's election to the CLSI Honor Roll recognizes his outstanding volunteer contributions and leadership on behalf of CLSI and the public.

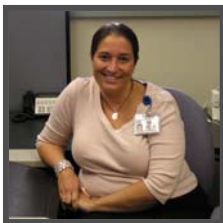


Director Emeritus **Stanley Inhorn, M.D.** received the 2009 Gold Standard in Public Health Laboratory Excellence Award from the Association of Public Health Laboratories at its annual conference in May. Dr. Inhorn was honored for his numerous contributions to improving laboratory science and national laboratory systems serving public health.

The Gold Standard award is given to an APHL member who makes significant contributions to the advancement of public health laboratory science and practice. In giving Dr. Inhorn the award, APHL noted his involvement in the early efforts to advance laboratory quality, to establish laboratory standards and to define the services of public health laboratories.

Dr. Inhorn was co-author of a 2002 MMWR report on the 11 core functions and capabilities of state public health laboratories. From 2004 to 2008, he chaired APHL's Laboratory Systems and Standards Committee. Under his leadership, the committee developed the Laboratory System Improvement Program (L-SIP), which targets improvement of public health laboratory systems by assessing each state's ability to meet those 11 core functions and capabilities.

Dr. Inhorn served as director of the Wisconsin State Laboratory of Hygiene from 1966 to 1980 and was medical director from 1980 until his retirement in 1998. He also served as chair of the UW Department of Pathology and Laboratory Medicine and maintains an Emeritus UW Professorship in Pathology and Laboratory Medicine. His background in medicine, laboratory science and public health enabled him to become a national leader in public health laboratory system development.



**Michelle Smith, SCT(ASCP)** received the Allen Award for Excellence in Writing from the ASCT (American Society for Cytotechnology) for an article she wrote for the ASCT newsletter "The Voice." The article was about the future of Schools of Cytotechnology. The ASCT executive council votes on the submissions and provides one award a year.



WisCon On-Site Safety and Health Consultation Program Supervisor **Terry Moen** received the "Partnership in Building Trust" Award on May 14<sup>th</sup> from the Madison Police Department. The award is in recognition of Terry's years of service on the Madison Public Safety Review Board on which she served from 2000 to April 2009 and has been board chair since 2001. The Public Safety Review Board is comprised of private citizens and Madison Common Council members and advises the mayor and Common Council on policy and budget issues relating to the police and fire departments. The Board also serves as a liaison between the community and the city on public safety issues and makes recommendations to the Common Council regarding the annual work places and long-range goals of the departments.

## H) Staff Publications and Presentations



**Dr. Ronald Schell** co-authored with Erik Munson, Timothy Block, Janet Voegli, and Jeanne Hryciuk, a paper titled "Cost-effective Frozen Master Mix Modification of a Commercial Methicillin-resistant Staphylococcus aureus PCR Assay" that was accepted for publication by the *JOURNAL FOR CLINICAL MICROBIOLOGY*.

In April **Amy Mach** gave a presentation to medical technologists at UW Hospitals titled “Current Toxicology Issues: Alcohol, Drugs and the Wisconsin Driver”. She was asked to speak as part of National Laboratory Week.

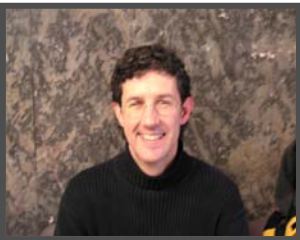
**Mei Baker, MD**, William Grossman, MD, PhD, **Ronald Laessig, PhD**, **Gary Hoffman, BS**, **Charles Brokopp, DrPH**, **Daniel Kurtycz, MD**, Michael Cogley, BS, **Thomas Litsheim, BS**, Murray Katcher, MD, PhD, and John Routes, MD had an article titled “Development of routine newborn screening protocol for severe combined immunodeficiency” accepted for publication in the *JOURNAL OF ALLERGY CLINICAL IMMUNOLOGY*.



In April **Erik Reisdorf** was interviewed by TMJ4 in Milwaukee about testing for swine flu at the Wisconsin State Laboratory of Hygiene.

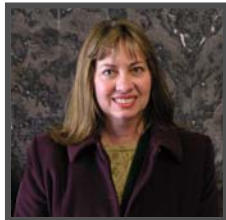
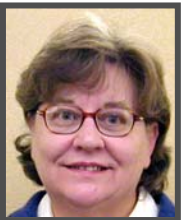


In May **Laura Liddicoat** made presentations titled “DUI Drugs That Impair” and “Developing a DUID Case Strategy” at the 22nd Annual Conference of the International Association for Chemical Testing in Anchorage, Alaska.



In May **Steve Marshall** participated in a breakout session titled “Improving State and Local Public Health Laboratory Networks and Systems” and in a roundtable discussion titled “Preparing Future Public Health Laboratory Leaders” at the APHL annual meeting which took place in May in Anchorage, Alaska.

**Steve Marshall** was author of a poster titled “Antimicrobial Susceptibility Testing (AST) Practices in Clinical Labs in Six States: Results of the National Laboratory System (NLS) Assessment” that was presented at the American Society for Microbiology General meeting.



**Steve Marshall** presented a poster co-authored with **Carol Kirk, Erin Bowles, Pete Shult, Nicole Broekema, Tam Van,** and **Christina Carlson** titled “Building a State Public/Private Clinical Laboratory Network: Moving Beyond Bioterrorism” at the APHL annual meeting.



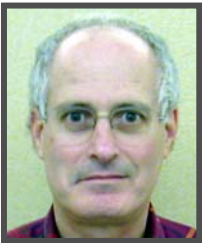
In May **Patrick Harding** made a presentation titled “Addressing Challenges to Breath- and Blood-Alcohol Testing” and “The Blood: Breath Alcohol Ratio- Review and Research” at the 22nd Annual Conference of the International Association for Chemical Testing in Anchorage, Alaska.

A poster co-authored by **Tam Van, Steve Marshall, Erik Reisdorf, and Peter Shult** titled “Surveillance of Influenza Antiviral Resistance in Wisconsin from 2006-2009” was presented by Steve Marshall at the APHL annual meeting.

**Christina Carlson, Tam Van, Steve Marshall, David Warshauer, and Peter Shult** submitted an abstract titled “Analysis of 2006 and 2008 Antibiograms from Healthcare Facilities Performing Antimicrobial Susceptibility Testing (AST) in Wisconsin” for the Population Health Sciences 50<sup>th</sup> anniversary celebration taking place August 27-28, 2009 in Madison, Wisconsin.



**John Pfister**, Ebi Bile, Ralph Timperi, Ava Onalaja, and David Matema submitted a poster titled “A Partnership to Strengthen the Public Health Laboratory Network in Botswana” for the Population Health Sciences 50<sup>th</sup> anniversary celebration taking place August 27-28, 2009 in Madison, Wisconsin.



**Dr. David Warshauer** and **Julie Tans-Kersten** presented a poster titled “Evaluation of the Use of a Higher Concentration of PANTA Supplement in the BACTEC MGIT 960 System to Reduce Contamination Rates” at the American Society for Microbiology General meeting.