

LINCOLN COUNTY
BOARD OF HEALTH

THURSDAY, July 28, 2016

6:00 P.M.

Lincoln County Service Building
801 N. Sales Street, Room 257
Merrill, WI 54452

AGENDA

1. Call to order and Introductions
2. Approve minutes of previous meeting
3. Appointment of Board of Health Member at Large-Brenda Mueller
4. Foot Care and Tobacco Program Update-Judy Sargent, Public Health Nurse
5. Q & A on Written & Financial Reports
6. Approval of Human Health Hazard Ordinance revisions
7. Approval of Contract to Administer the Retail Food and Recreational Programs
8. City of Merrill Water – Bill Zeitz, County Board Supervisor
9. Agenda Items and next meeting date
10. Public Comment
11. Adjournment

DISTRIBUTION:

Board of Health

Mike Loka

William Zeitz

Garth Swanson

Patricia Voermans

Tyler Mueller

Susan Weith

Brenda Mueller

Dr. Jeffrey Moore

Robert Lee - Co. Board Chairman

Division of Health – Rhinelander

Randy Scholz, Administrative Coordinator

Other County Board Supervisors

Department Heads

News Media-Notified on _____ at _____ m. by _____

Bulletin Boards:

Courthouse – Posted on _____ at _____ m. by _____

Service Center-Posted on _____ at _____ m. by _____

Tomahawk Annex-Posted on _____ at _____ m. by _____

There may be a quorum of other Lincoln County committees present at this meeting.

Requests for reasonable accommodations for disabilities or limitations should be made prior to the date of this meeting. You may contact the County Clerk at 715-539-1019. Please do so as early as possible so that proper arrangements can be made. Requests are kept confidential.

LINCOLN COUNTY BOARD OF HEALTH
THURSDAY, JUNE 23, 2016- 6:00 P.M.
Lincoln County Service Center, Room 257

MEMBERS PRESENT: Mike Loka, Bill Zeitz, Tyler Mueller, Patricia Voermans, Dr. J. Moore, Sue Weith

DEPARTMENT HEAD: Shelley Hersil

VISITORS: Wayne Plant, September Murphy-Health Department Environmental Technician

1. Call to Order and Introductions: Meeting called to order by Chairman Loka.
2. Approve minutes of previous meeting: Motion by Mueller, seconded by Zeitz to approve minutes. Carried. All ayes.
3. Heat Stress in Lincoln County-September Murphy, LCHD, Environmental Health Technician: Heat is number one weather killer. One hundred forty eight die per year due to heat.
4. Q & A on Written & Financial Reports: No issues. License renewals-70 are out yet, due by June 30th then late fees will be enforced. Motion by Mueller, seconded by Voermans to accept report. Motion carried. All ayes.
5. Appointment of Member at Large to the Board of Health: Two applications received for member at large. Brenda Mueller and Patricia Jeske. An appointment will be made by next meeting.
6. Approval of School Contract: Shelley is proposing increase in school nurse hours at Prairie River Middle School. Ideally would like every day. Has to go to School Board for approval. Corporation Counsel reviewed contract and approves. Motion by Voermans, seconded by Dr. Moore to approve contract. Motion carried. All ayes.
7. Update on Performance Management Goals: Strategic Plan focusing communication, program performance, financial sustainability, and workforce development. Those are department goals for the year.
8. Community Fluoridated Water endorsement: A formalized program and oral coalition promotes the efforts of the department. 55% of adults in Lincoln County have no dentist. Motion by Loka, seconded by Dr. Moore to approve the endorsement statement. Zeitz declined, voted no. Pat spoke about the Harvard Study which was bogus. Motion carried. Four ayes, two no votes. Mueller & Zeitz
9. Supervisor Zeitz: Zeitz presented his two articles;
 - a. Who Calls the Shots – Liza Greve, New American Magazine:
 - b. Impact on fluoride and neurological development in children-Harvard School of Public Health
10. Agenda Items and next meeting date: July 28, 2016 – 6:00 p.m.
11. Public Comment: Wayne Plant commented regarding his water spigots and disgusting showerhead and spigot screen. The water should be an agenda item.
12. Adjournment:

Minutes submitted by Sue Weith.

**Lincoln County Health Department (LCHD)
Board of Health Update from June 16, 2016 – July 19, 2016**

Special Scheduled Meeting Attended by Director

Date	Meetings	Location
6/24/2016	Human Health Hazard Ordinance Review – Nancy Bergstrom	Merrill
6/29 and 7/21, 2016	Social Marketing Training – Hosted by Lincoln County Health Department	Merrill

Public Health

- We received 6 Public Health Nursing Applications. We are completing interviews this week.

Healthy People Lincoln County – Health Plan

- We received \$2500 from Good Samaritan for the Community Garden and \$5,000 for an oral health campaign. Dollars are to be spent by the end of the year.

Public Health Preparedness

- We have an AHEC intern from UW-Stevens Point for June and July. She is working on Preparedness.
- Starting new grant contract for Public Health Preparedness on July 1, 2016
- Supporting the development Lincoln County Preparedness Website –www.ReadyLincoln.com. This is a partnership with Emergency Management.

Environmental Health

- 4 renewals are pending for licensing – Tomahawk Super 8 -Whirlpool, Cocktails, Countyline Pub and Jimbos Pub.
- White Birch’s License is not renewed we will placard the business on August 1st. The owners have 30 days to request a hearing on this decision.
- Received complaints on water quality due to geese on Tug Lake. Water testing came back normal.

Accreditation

- Staff is meeting weekly to finalize all documents.

Strategic Plan

- Completed Social Marketing Training provided by Nicolet College. 13 Community partners joined us for the training.

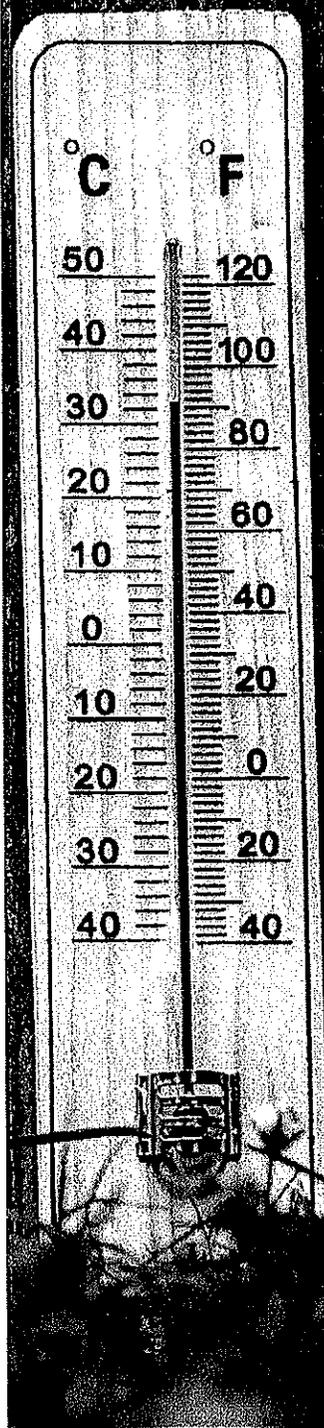
WALHDAB – Wisconsin Association for Local Health Departments and Boards

- No Updates

Legislative Update

- No Updates

TRACKING IN ACTION



People Helping People:

Lincoln County Health Department Nearly Doubles Cooling Centers for Heat Relief

How can businesses play a role in protecting community members during extreme heat?

The Problem

When analyzing their County Environmental Health Profile, Lincoln County Health Department (LCHD) staff realized heat-related emergency room visits in Lincoln County (26 per 100,000 people) were well above the Wisconsin average (17 per 100,000 people). Lincoln County, a rural county of about 29,000 people, has many risk factors for heat-related injury, including a high percentage of older adults, homes without air conditioning, and lower income families.

What They Did

LCHD staff recognized the need for more cooling centers—spaces where people can cool off during extreme heat—to address heat-related injury. They identified businesses as a good place to start due to their established commitment to the community.

In lieu of emails or cold calls, LCHD staff opted to take an individualized approach by visiting businesses in person. Staff encouraged businesses to sign on as a cooling center by highlighting it as an easy way to help their community. The motto “people helping people” resonated with businesses, and the response was overwhelmingly supportive. Through the campaign, LCHD increased the number of community cooling centers from five to nine.

The Public Health Impact

LCHD staff posted signs at each cooling center, notified partner agencies of cooling center locations, and spread the word through flyers, articles, social media, and the health department website. When heat waves hit, Lincoln County residents now have even more community spaces where they can cool down, socialize, and enjoy local venues. By serving as a cooling center, businesses can show support to a local initiative and demonstrate their value in the community.



We aim to serve the public and this falls into place seamlessly. We would be happy to do whatever we can to help.

LOCAL BUSINESS OWNER AND COOLING CENTER HOST

This project funded by the Wisconsin Environmental Public Health Tracking Program

DHS.WISCONSIN.GOV/EPHT

WISCONSIN ENVIRONMENTAL PUBLIC HEALTH TRACKING PROGRAM
Bureau of Environmental and Occupational Health

dhs.wisconsin.gov/epht | JUNE 2016 | dhstracking@wi.gov

State of Wisconsin | Department of Health Services | Division of Public Health | P-01439 (06/2016)

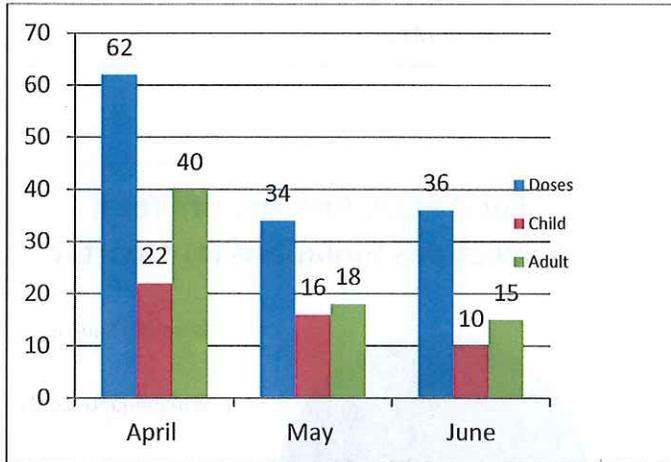


**Lincoln County Health Department
Public Health Report
Quarter 2: April - June 2016**

This data reflects what is currently available

Communicable Disease Prevention and Control

Immunization Dose and Clients by Month

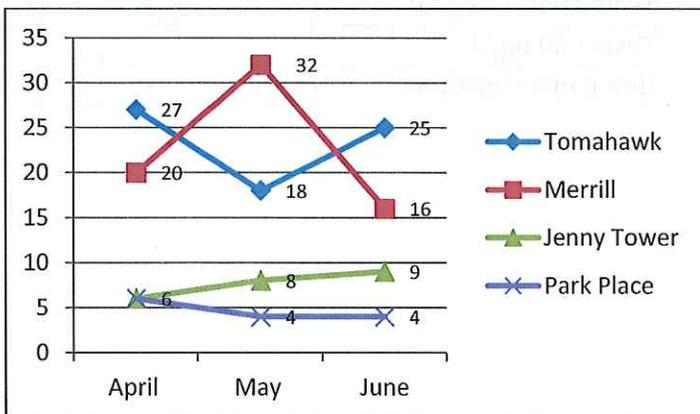


Tuberculosis Skin Testing

Number Given:	8	17	10
Number Read:	7	16	9
Number Positive:	-	-	-
Number of Latent TB Medication New Enrollees:	-	-	-

Adult Health Services

Number of Foot Care Appointments by Location



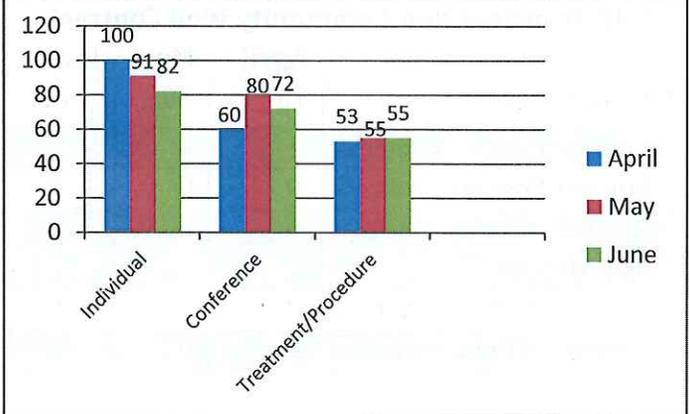
Reportable Disease

Total Cases Investigated:

Confirmed

	April	May	June
Arboviral, Jamestown Canyon	-	-	-
Babesiosis	-	-	-
Blastomycosis	-	-	1
Campylobacteriosis	1	4	-
Chlamydia	2	10	6
Cryptosporidiosis	1	1	1
E-Coli, Shiga Toxin	-	-	-
Ehrlichiosis/Anaplasmosis	1	2	5
Giardiasis	-	-	-
Gonorrhea	1	-	-
Hepatitis A	-	-	-
Hepatitis C	2	-	1
Influenza	3	-	-
Lyme Disease	2	-	6
Mumps	-	-	-
Mycobacterial Disease (Non-TB)	-	-	-
Pertussis	-	-	-
Salmonellosis	-	2	-
Streptococcal Pneumoniae, invasive disease	-	-	-
Syphilis	-	-	-
Toxoplasmosis	-	-	-
Varicella (Chicken Pox)	-	-	-
Suspected Respiratory Outbreaks	-	-	-
Norovirus Outbreaks	-	-	-
Number of Staff Hours	20	19	36

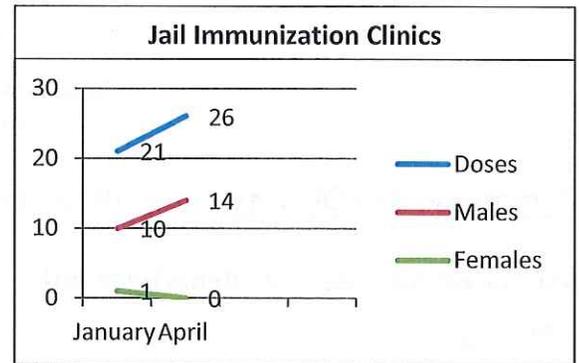
Jail Health Services by Month and Type



Adult Health Services

Department of Transportation Random Screen Number Employees Screened

	April	May	June
Alcohol:	-	2	-
Drug:	-	-	-



Environmental Health Services

Animal Bites

	April	May	June
Number Investigated:	-	1	-
Number of Specimens Tested:	-	-	-
Number Positive for Rabies:	-	-	-
Number of Prophylaxis Recommended:	-	-	-

LCHD Water Lab Analyst

	April	May	June
Number of samples:	14	22	13
Number Positive Bacteria	1	-	3
Number Positive Ecoli	-	-	-
Number Nitrates greater than 10 ppm	-	-	-

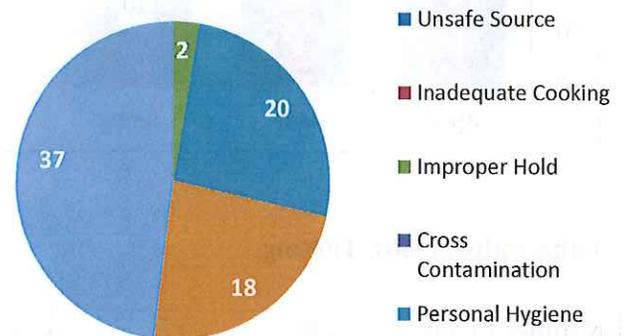
WI State Lab of Hygiene Fee Exempt Testing

	April	May	June
Number of samples:	1	5	1
Unsafe	1	1	1
Reason Unsafe:	Bacteria	Bacteria	Bacteria

DNR Transient Non-Community Well Contract

	April	May	June
Number Tested:	10	25	23
Number Positive Bacteria	1	4	2
Number Positive Ecoli	0	0	0
Number Nitrates greater than 10 ppm	0	0	0
Number Well Surveyed:	2	4	5
Number of Enforcements:	0	0	0

Food - CDC Risk Factors Total Inspections Violations for Quarter



Blood Lead Testing

	April	May	June
Total Testing by Lincoln County Providers	13	18	21
Total Testing by Health Department	2	-	-
≥ 5 and < 10 ug/dl	-	2	-
Tests 10 to 19 ug/dl	-	-	-
Tests > 20 ug/dl	-	-	-
Home Investigations	-	-	-

Environmental Health Services

Human Health Hazard Investigations

Type of Complaint	Date Investigated	Reason	Follow-up
Human Health Hazard- N2272 Motizville Ave	5/9/2016	Garbage	Small pile in backyard. Also trailer that is not being occupied. No substance to complaint at time of inspection.
Human Health Hazard- Tug Lake Beach	7/11/2016	Concerned about water quality because of geese on beach and in water.	Meghan onsite 7/11/2016. Evidence of many geese frequenting beach as well as many droppings in lawn and sand area. Many tracks confirming that geese use this area. Took a water sample to be sent to the State Lab of Hygiene for analysis. Meghan will follow up after receiving results.

Licensing Investigations

Type of Complaint	Date Investigated	Reason	Follow-up
Tattoo Without License	4/15/2016	Tattooing without license out of home	Call regarding tattoo artist operating out of home. Does not have license or storefront to operate. Meghan sent operating without a license and cease operation notice to Mike on 4/15/2016. Gave one week to contact agency. Call from Mike on 4/19/2016. Said he is not operating a business but doing an occasional tattoo. Meghan indicated that he needs a practitioner license and well as an establishment license. He cannot operate out of his home. Meghan sent licensing information to him on 4/20/2016 explaining the process of obtaining a license. It was clear at the end of the conversation that he may not tattoo any longer without proper licensing or operating without a license fee can apply. He was upset about this and said he had been doing tattoos for many years. He was upset about the code and our enforcement.
Friendship House Family Restaurant	5/23/2016	Complaint regarding getting ill after eating cod dinner on 5/20/2016.	Discussion of fish prep. Received frozen and thawed in walk in cooler. On Fridays all fish is made to order either broiled or beer battered. No leftovers. There is no hot holding, reheating or cooling of fish products. Thawing process in compliance. All cold holding temperatures in range and sanitizers in compliance. Without confirmation of foodborne illness complaint is unsubstantiated.
Lee's Piggly Wiggly	6/6/2016	Bone fragments in ground meat.	Brought in label and bone fragments for pictures. Complaint regarding a piece of bone in ground chuck. Talked with Todd (meat manager) and that particular ground chuck they get in large tubes and portion out. It was undetermined if the item was actually a bone chunk and not seasoning (it was thought it could be seasoning). Had about 5 lbs of meat in tube and remaining meat taken off shelf.

Environmental Health

Lincoln County Health Department-Quarter 4 Environmental Health Statistical Report

	Number of Establishment			Pre-Inspection			Routine			Re-Inspection			Follow Up			Onsite			Visit/No Action			Other Inspections
	Apr	May	Jun	Apr	May	Jun	Apr	May	Jun	Apr	May	Jun	Apr	May	Jun	Apr	May	Jun	Apr	May	Jun	
Restaurant-Prepackage	22	23	22			1	3	2								1						1-Special (Consult)
Restaurant- Low	17	17	17			1	3										1					1-school 2 nd insp.
Restaurant- Moderate	72	73	73	1	2	2	3	2	5				1	1	1				1			6-School 2 nd insp.
Restaurant- High	25	25	24					1	3													2-School 2 nd Insp.
Restaurant- Temporary	18	18	18																			
DPI School (Production & Satellite)	18	18	18																			6-DPI Production 2 nd Insp. 12-DPI Satellite 2 nd Insp.
Hospital	2	2	2																			
Mobile Food Establishment	5	5	6																			
Large Potentially Hazardous (11)	8	8	8																			
Small Potentially Hazardous (22)	21	21	21													1			2			
Large Non-Potentially Hazardous (33)	3	3	3																			
Very Small Potentially Hazardous (44)	4	4	3															1				
Very Small Non-Potentially Hazardous (44)	4	4	4															1				
Not Engaged in Food Processing (55)	12	13	13	1	2																	
Body Art	5	5	4																			
Campground	14	14	14				1	7	2													
Lodging	21	21	21				2	3	3													
Public Pools	15	19	18			4	1	1	1													4-Special (Consult)
Tourist Rooming House	33	33	36	1	3	2	7	18	4													
Rec/ Ed Camps	3	3	3						2										1			
Mobile Home Parks	8	8	8				3		2													
Total Number of Licensed Establishments	330	337	336																			
% of establishments that have received annual inspection							84	95	100													

(#) = Total Number Inspected During Quarter

Family Health

Healthy Babies, Healthy Families Programs

	April	May	June
Fluoride Supplement Prescription filled	4	5	8
Prenatal Care Coordination (PNCC) Enrolled:	5	5	4
PNCC Enrolled that are New:	-	-	-
PNCC Phone Visit:	2	4	-
PNCC Face to Face Visit:	4	3	4
Postpartum Home Visit	-	1	1
Postpartum Telephone Visit	3	3	-
Baby and Me New Enrolled:	-	-	-
First Breath New Enrolled:	-	-	1
Crib Provided:	-	2	-
Car Seats Distributed:	3	1	1

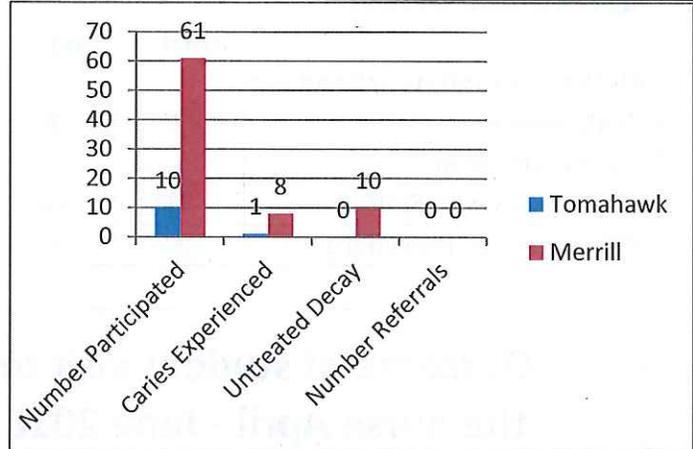
Exams

	April	May	June
Health Check Exam (Medicaid)	2	-	-
Oral Exams for Head Start	-	-	-
Well Baby Exam	-	-	-

School Screenings

	April	May	June
Lice Screened/Referred	42	2	-
Hearing Screened/Referred	6	3	-
Vision Screened/Referred	29	2	-
Other Screening	-	-	-
Hemoglobin	2	-	-

Head Start Fluoride Varnishing - Insert months



Child Death Reviews (0)

Meeting Canceled on 5/2/16 No Deaths

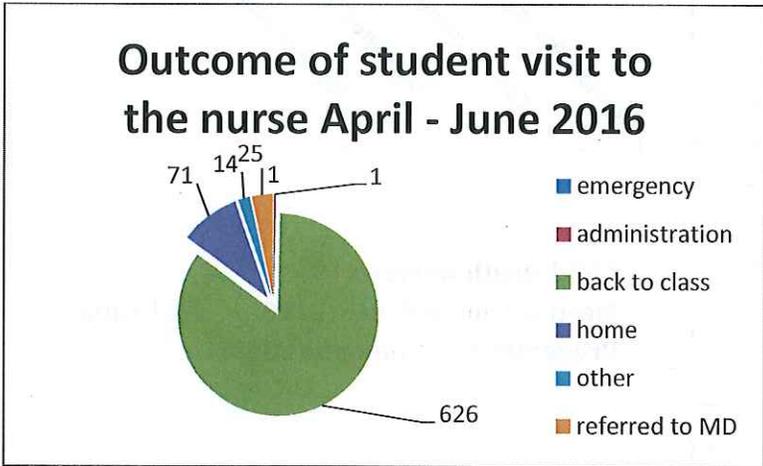
Prevention Recommendation:

School Health Data

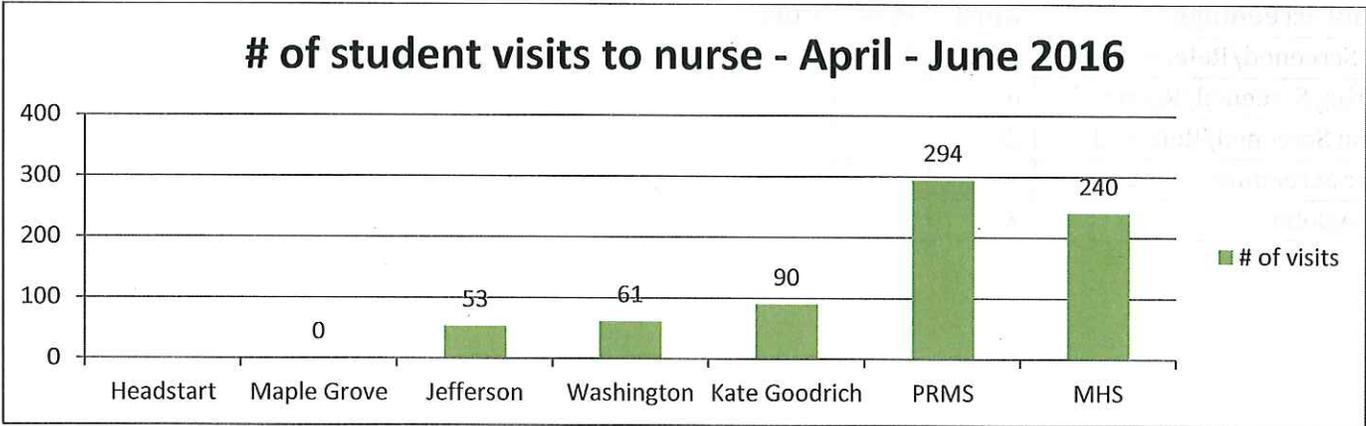
This data only reflects school nursing time no other school staff are included.

School Health Services

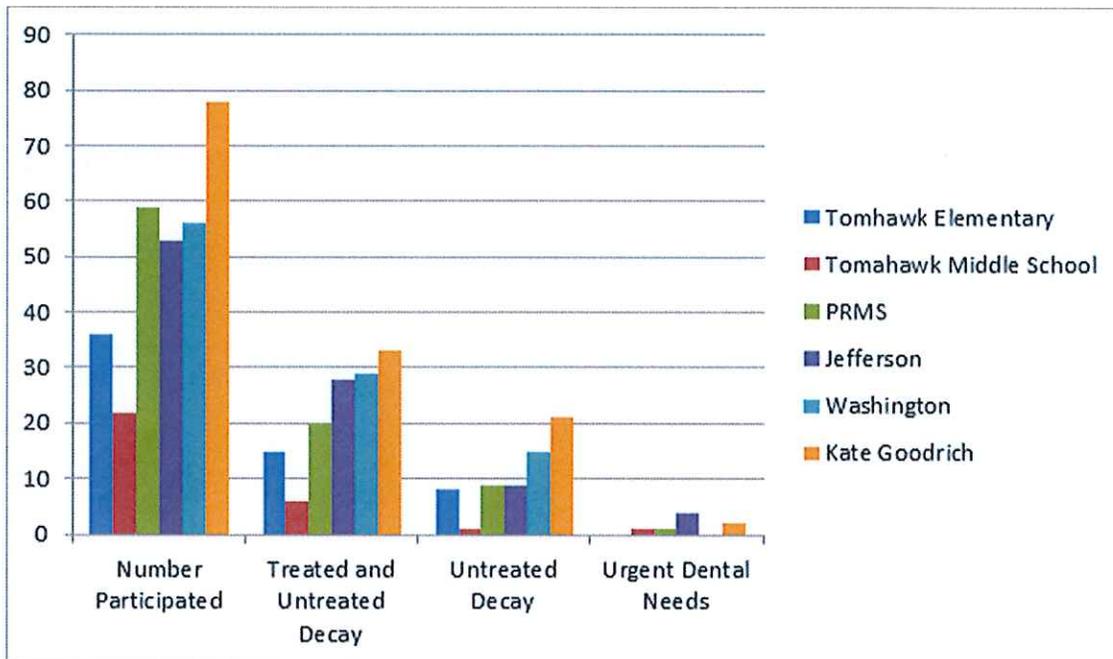
	April	May	June
4K/Early Childhood/Head Start			
Conference with Parent/Guardian	2	2	1
Conferences with Staff	31	76	-
Treatment and Procedure	-	3	-



• Total 738



Dental Sealants 2015-2016 School Year



Community Presentations (highlights)

Topic and Target Audience	Lead Staff	Type of Outreach	Date	Number Reached
County Health Rankings – Community, church, health care providers, organizations	Shelley Hersil	Email	4/4/2016	100s
Temporary Food Licenses: Who Needs One?	Meghan Williams	Press Release, Website, Facebook	4/4/2016	100s
Health Care Clinic Provider Meetings	Krombholz, Schwarz, Bath	Presentation	4/2016 and 5/2016	27
National Immunization Week	Mindy Schwarz	Press Release, Website, Facebook	4/8/2016	1000s
HPLC Annual Report	Shelley Hersil	Providers, HPLC, Board of Health, Staff, Churches, Public Email Lists	4/2/2016	100s
Get Yourself Tested (STD awareness)	Kristi Krombholz	flyers to local businesses and clinics	4/18/2016	1000s
Mental Health Month	Kristin Bath	Press Release, Website, Facebook	4/26/2016	1000s
Human Growth and Development	Krombholz, Flood,	4 th , 5 th and 8 th grade		166
WI WINS Program Promo	Judy Sargent	Radio Ad	5/3/2016	100s
PH Photo Contest Winner	Kristin Bath	Press Release, Website, Facebook	5/12/2016	100s
Parents that Host Campaign with Pizza Restaurants	Kristin Bath	Press Release, Website, Facebook	5/16/2016	1000s
Heat Awareness Day	Kristin Bath	Press Release, Website, Facebook, Displays	6/1/16	100s
Foodborne Illness Increases in the Summer	Meghan Williams	Press Release, Website, Facebook	6/27/16	1000s

LINCOLN COUNTY



YEAR TO DATE BUDGET HEALTH DEPT SUMMARY AS OF 6/30/2016

FOR 2016_06

	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0000 DIVISION							
23000054 435500 10119 HEALTH CHECK	-4,000	0	-4,000	-378.19	.00	-3,621.81	9.5%*
23000054 435500 10120 HEALTH GRANTS	-28,153	0	-28,153	-10,137.00	.00	-18,016.00	36.0%*
23000054 435510 10120 PREVENTION RE	-2,329	-3,779	-6,108	-1,149.00	.00	-4,959.00	18.8%*
23000054 461900 FOOT CARE REVENUES	-13,500	0	-13,500	-6,609.00	.00	-6,891.00	49.0%*
23000054 465910 HEALTH DEPT PUBLIC	-20,000	0	-20,000	-3,403.04	.00	-16,596.96	17.0%*
23000054 473500 MAPS HEAD START	-6,000	0	-6,000	-2,805.50	.00	-3,194.50	46.8%*
23000054 473510 MAPS SCHOOL SERV	-91,144	0	-91,144	-50,810.00	.00	-40,334.00	55.7%*
23000054 474000 INTER DEPT CHARGES	-88,504	0	-88,504	-42,017.00	.00	-46,487.00	47.5%*
23000054 485000 PUB HEALTH - IMMUN	-1,500	0	-1,500	-430.00	.00	-1,070.00	28.7%*
23000054 499990 FUNDS APPLIED (BUD	-6,200	0	-6,200	.00	.00	-6,200.00	0%*
23000054 511000 PUBLIC HEALTH SALA	536,226	0	536,226	277,934.85	.00	258,291.15	51.8%*
23000054 520000 PUBLIC HEALTH EMPL	242,476	0	242,476	107,574.56	.00	134,901.44	44.4%*
23000054 531010 AUDITING SERVICES	1,500	0	1,500	.00	.00	1,500.00	0%*
23000054 531320 CONTRACTED SERVICE	1,800	0	1,800	448.62	.00	1,351.38	56.1%*
23000054 551000 PUBLIC HEALTH LIAB	6,000	0	6,000	.00	.00	6,000.00	0%*
23000054 552001 PUBLIC HEALTH TELE	2,000	0	2,000	868.02	.00	1,131.98	43.4%*
23000054 554001 PRINTING ALLOCATIO	5,500	0	5,500	1,887.78	.00	3,612.22	34.3%*
23000054 555000 PUBLIC HEALTH TRAV	8,103	0	8,103	2,858.46	.00	5,244.54	35.3%*
23000054 561100 PUBLIC HEALTH OFFI	8,000	0	8,000	2,812.00	.00	5,188.00	35.2%*
23000054 561101 PUBLIC HEALTH POST	1,700	0	1,700	1,051.31	.00	648.69	61.8%*
23000054 561214 PUBLIC HEALTH VACC	12,800	0	12,800	1,043.14	.00	11,756.86	8.1%*
23000054 564000 PUB HEALTH EDUC EX	500	0	500	59.37	.00	440.63	11.9%*
23000054 570000 STATE GRANT PROGRA	550	0	550	.00	.00	550.00	0%*
23000054 571000 FOOT CARE EXPENDIT	2,329	3,779	6,108	2,004.49	.00	4,103.51	32.8%*
23000054 571002 10120 PREVENTION EX	-505,067	0	-505,067	-505,067.00	.00	.00	100.0%*
23000060 411100 HEALTH DEPARTMENT							
TOTAL DIVISION	62,887	0	62,887	-224,263.13	.00	287,150.13	-356.6%
TOTAL REVENUES	-766,397	-3,779	-770,176	-622,805.73	.00	-147,370.27	
TOTAL EXPENSES	829,284	3,779	833,063	398,542.60	.00	434,520.40	
0055 ENVIRONMENTAL HEALTH							
23005554 435500 10004 HEAT RELIEF G	0	-10,500	-10,500	-1,465.00	.00	-9,035.00	14.0%*
23005554 461900 PRIVATE WELL TEST	-2,000	0	-2,000	-1,751.00	.00	-249.00	87.6%*
23005554 511000 10004 HEAT RELIEF G	0	5,568	5,568	3,435.46	.00	2,132.54	61.7%*
23005554 520000 10004 HEAT RELIEF G	0	430	430	262.79	.00	167.21	61.1%*
23005554 554001 10004 HEAT RELIEF G	0	100	100	.00	.00	100.00	0%*

LINCOLN COUNTY



YEAR TO DATE BUDGET

HEALTH DEPT SUMMARY AS OF 6/30/3016

FOR 2016 06

0055 ENVIRONMENTAL HEALTH	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
23005554 560000 ENVIRONMENTAL HEAL	800	0	800	161.89	.00	638.11	20.2%
23005554 571000 PRIVATE WELL TEST	700	0	700	13.19	.00	686.81	1.9%
23005554 571000 10004 HEAT RELIEF G	0	4,402	4,402	3,246.28	.00	1,155.72	73.7%*
TOTAL ENVIRONMENTAL HEALTH	-500	0	-500	3,903.61	.00	-4,403.61	-780.7%
TOTAL REVENUES	-2,000	-10,500	-12,500	-3,216.00	.00	-9,284.00	
TOTAL EXPENSES	1,500	10,500	12,000	7,119.61	.00	4,880.39	
0056 CLINIC SUPPLIES							
23005654 485000 GYT - REVENUE	0	0	0	-1,000.00	.00	1,000.00	100.0%
23005654 554001 GYT-PRINTING ALLOC	0	0	0	15.05	.00	-15.05	100.0%*
23005654 560000 CLINIC SUPPLIES EX	2,000	0	2,000	111.57	.00	1,888.43	5.6%
23005654 571000 GYT -MISCELLANEOUS	0	0	0	45.00	.00	-45.00	100.0%*
TOTAL CLINIC SUPPLIES	2,000	0	2,000	-828.38	.00	2,828.38	-41.4%
TOTAL REVENUES	0	0	0	-1,000.00	.00	1,000.00	
TOTAL EXPENSES	2,000	0	2,000	171.62	.00	1,828.38	
0057 TOBACCO GRANT							
23005754 485000 TOBACCO GRANT DONA	-2,000	0	-2,000	-2,000.00	.00	.00	100.0%
23005754 511000 10121 TOBACCO GRAN	5,500	0	5,500	1,421.11	.00	4,078.89	25.8%
23005754 520000 10121 TOBACCO GRANT	2,200	0	2,200	803.16	.00	1,396.84	36.5%
23005754 554001 10121 PRINTING ALLO	200	0	200	8.82	.00	191.18	4.4%
23005754 570000 10121 TOBACCO GRANT	300	0	300	.00	.00	300.00	.0%
TOTAL TOBACCO GRANT	6,200	0	6,200	233.09	.00	5,966.91	3.8%
TOTAL REVENUES	-2,000	0	-2,000	-2,000.00	.00	.00	
TOTAL EXPENSES	8,200	0	8,200	2,233.09	.00	5,966.91	
0069 PUB HEALTH PREPAREDNESS GRANT							
23006954 435500 10128 PUB HEALTH PR	-41,769	0	-41,769	-6,542.00	.00	-35,227.00	15.7%*
23006954 511000 10128 PREPAREDNESS	18,396	0	18,396	8,422.43	.00	9,973.57	45.8%
23006954 520000 10128 PREPAREDNESS	4,983	0	4,983	1,200.79	.00	3,782.21	24.1%
23006954 554001 10128 PREPAREDNESS	1,000	0	1,000	177.77	.00	822.23	17.8%
23006954 570000 10128 PREPAREDNESS	2,500	0	2,500	9,448.93	.00	-6,948.93	378.0%*



LINCOLN COUNTY

YEAR TO DATE BUDGET

HEALTH DEPT SUMMARY AS OF 6/30/3016

FOR 2016 '06

0069	PUB HEALTH PREPAREDNESS GRANT	ORIGINAL APPROP	TRANSFERS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL PUB HEALTH PREPAREDNESS GRANT	-14,890	0	-14,890	12,707.92	.00	-27,597.92	-85.3%
	TOTAL REVENUES	-41,769	0	-41,769	-6,542.00	.00	-35,227.00	
	TOTAL EXPENSES	26,879	0	26,879	19,249.92	.00	7,629.08	
0229	EBOLA							
23022954	435500 10137 EBOLA - REVEN	0	-8,420	-8,420	-1,904.00	.00	-6,516.00	22.6%*
23022954	511000 10137 SALARIES AND	0	2,000	2,000	.00	.00	2,000.00	.0%
23022954	520000 10137 EMPLOYEE BENE	0	540	540	.00	.00	540.00	.0%
23022954	554001 10137 PRINTING ALLO	0	100	100	90.74	.00	9.26	90.7%*
23022954	571000 10137 MISCELLANEOUS	0	5,780	5,780	1,501.95	.00	4,278.05	26.0%
	TOTAL EBOLA	0	0	0	-311.31	.00	311.31	100.0%
	TOTAL REVENUES	0	-8,420	-8,420	-1,904.00	.00	-6,516.00	
	TOTAL EXPENSES	0	8,420	8,420	1,592.69	.00	6,827.31	
0278	ORAL HEALTH							
23027854	465900 SEAL-SMILE REV MA	-4,900	0	-4,900	-5,047.05	.00	147.05	103.0%
23027854	465916 DENTAL-CHILDRENS H	0	0	0	-1,827.38	.00	1,827.38	100.0%
23027854	511000 SEAL A SMILE WAGES	4,200	0	4,200	2,585.00	.00	1,615.00	61.5%*
23027854	520000 SEAL A SMILE BENEF	500	0	500	197.77	.00	302.23	39.6%
23027854	570000 SEAL-A-SMILE OP E	1,700	0	1,700	316.81	.00	1,383.19	18.6%
23027854	571000 DENTAL HEALTH EXP	0	0	0	346.52	.00	-346.52	100.0%*
	TOTAL ORAL HEALTH	1,500	0	1,500	-3,428.33	.00	4,928.33	-228.6%
	TOTAL REVENUES	-4,900	0	-4,900	-6,874.43	.00	1,974.43	
	TOTAL EXPENSES	6,400	0	6,400	3,446.10	.00	2,953.90	
0303	WI CHANGE HEALTHY COMMUNITIES							
23030354	435500 WI CHANGE HEALTHY	0	-3,000	-3,000	-3,000.00	.00	.00	100.0%
23030354	554000 WI CHANGE HEALTHY	0	150	150	.00	.00	150.00	.0%
23030354	571000 WI CHANGE HEALTHY	0	2,850	2,850	2,130.63	.00	719.37	74.8%*
	TOTAL WI CHANGE HEALTHY COMMUNITIES	0	0	0	-869.37	.00	869.37	100.0%
	TOTAL REVENUES	0	-3,000	-3,000	-3,000.00	.00	.00	
	TOTAL EXPENSES	0	3,000	3,000	2,130.63	.00	869.37	

LINCOLN COUNTY



YEAR TO DATE BUDGET

HEALTH DEPT SUMMARY AS OF 6/30/3016

FOR 2016 06

2010	AGENT STATUS PROGRAM	ORIGINAL APPROP	TRANSFRS/ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2010 AGENT STATUS PROGRAM								
23201054	465900 AGENT STATUS PROGR	-124,577	0	-124,577	-83,388.00	.00	-41,189.00	66.9%
23201054	465912 DNR WELL TESTING R	-14,000	0	-14,000	-7,480.00	.00	-6,520.00	53.4%
23201054	511000 AGENT STATUS SALAR	45,989	0	45,989	29,227.16	.00	16,761.84	63.6%*
23201054	520000 AGENT STATUS EMPLO	28,891	0	28,891	14,125.98	.00	14,765.02	48.9%
23201054	554001 PRINTING ALLOCATIO	500	0	500	583.16	.00	-83.16	116.6%*
23201054	555000 AGENT STATUS TRAVE	6,200	0	6,200	2,668.68	.00	3,531.32	43.0%
23201054	571000 AGENT STATUS PROGR	6,700	0	6,700	1,860.48	.00	4,839.52	27.8%
23201054	571002 DNR WELL TESTING E	1,950	0	1,950	492.01	.00	1,457.99	25.2%
	TOTAL AGENT STATUS PROGRAM	-48,347	0	-48,347	-41,910.53	.00	-6,436.47	86.7%
	TOTAL REVENUES	-138,577	0	-138,577	-90,868.00	.00	-47,709.00	
	TOTAL EXPENSES	90,230	0	90,230	48,957.47	.00	41,272.53	
2011 HEALTH DEPT MINIGRANTS								
23201154	461900 10399 COMM GARDEN P	0	-45,880	-45,880	-110.77	.00	-45,769.23	.2%*
23201154	485000 CRIBS FOR KIDS REV	-50	0	-50	-27.00	.00	-23.00	54.0%
23201154	485002 CARSEAT DONATION R	-50	0	-50	-10.00	.00	-40.00	20.0%*
23201154	511000 10399 COMMUNITY GAR	0	11,578	11,578	398.74	.00	11,179.26	3.4%
23201154	520000 10399 COMMUNITY GAR	0	843	843	30.50	.00	812.50	3.6%
23201154	554001 10399 COMM GARDEN P	0	1,368	1,368	105.76	.00	1,262.24	7.7%
23201154	570000 CRIBS FOR KIDS EXP	50	0	50	.00	.00	50.00	.0%
23201154	570000 20111 DOT CHILD SAF	50	0	50	.00	.00	50.00	.0%
23201154	571000 10130 ACCRED GR T MI	0	0	0	123.00	.00	-123.00	100.0%*
23201154	571000 10399 COMMUNITY GAR	0	32,091	32,091	13,154.27	.00	18,936.73	41.0%
	TOTAL HEALTH DEPT MINIGRANTS	0	0	0	13,664.50	.00	-13,664.50	100.0%
	TOTAL REVENUES	-100	-45,880	-45,980	-147.77	.00	-45,832.23	
	TOTAL EXPENSES	100	45,880	45,980	13,812.27	.00	32,167.73	
2013 PRENATAL CARE-IMA								
23201354	435500 20130 PRENATAL CARE	-6,000	0	-6,000	-2,205.02	.00	-3,794.98	36.8%*
23201354	554001 20130 PRENATAL PRIN	150	0	150	58.15	.00	91.85	38.8%
23201354	570000 20130 PRENATAL CARE	1,000	0	1,000	235.29	.00	764.71	23.5%
23201354	571000 20130 WIMCR EXPENDI	0	0	0	199.80	.00	-199.80	100.0%*

LINCOLN COUNTY



YEAR TO DATE BUDGET HEALTH DEPT SUMMARY AS OF 6/30/2016

FOR 2016 '06

2013	PRENATAL CARE MA	ORIGINAL APPROP	TRANSFRS/ADJUSTMNTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL PRENATAL CARE MA	-4,850	0	-4,850	-1,711.78	.00	-3,138.22	35.3%
	TOTAL REVENUES	-6,000	0	-6,000	-2,205.02	.00	-3,794.98	
	TOTAL EXPENSES	1,150	0	1,150	493.24	.00	656.76	
	2014 DENTAL HEALTH MA							
	23201454 435510 20140 DENTAL HEALTH	-5,800	0	-5,800	.00	.00	-5,800.00	.0%*
	23201454 570000 20140 DENTAL HEALTH	1,800	0	1,800	.00	.00	1,800.00	.0%
	TOTAL DENTAL HEALTH MA	-4,000	0	-4,000	.00	.00	-4,000.00	.0%
	TOTAL REVENUES	-5,800	0	-5,800	.00	.00	-5,800.00	
	TOTAL EXPENSES	1,800	0	1,800	.00	.00	1,800.00	
	GRAND TOTAL	0	0	0	-242,813.71	.00	242,813.71	100.0%

** END OF REPORT - Generated by Diana Allen **

Human Health Hazard Ordinance – revised

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
10	Baughan			
1	Bialecki			
11	Breitenmoser			
13	Crosby			
12	Gilk			
14	Hafeman			
8	Heller			
17	Koth			
15	Lee			
16	Loka			
3	Mueller			
4	Nowak			
21	Pike			
22	Reichelt			
7	Rusch			
5	Swanson			
20	Vander Sanden			
18	Voermans			
2	Weaver			
6	Woller			
9	Zeit			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

An Ordinance Amending the General Code of the County of Lincoln (11.04 Nuisances – Human Health Hazards

The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain:

11.04 - NUISANCES—HUMAN HEALTH HAZARDS. (Cr. #273-96) is amended as follows:

(1) DEFINITIONS. In this chapter:

(a) Human health hazard means a substance, activity or condition that is known to have the potential to cause acute or chronic illness or to endanger life, to generate or spread infectious diseases or otherwise injuriously to affect the health of the public. ~~death if exposure to the substance, activity or condition is not abated.~~ (§254.01(2), Wis. Stats.)

(d) County means Lincoln County, Wisconsin.

(4) RESPONSIBILITY FOR HUMAN HEALTH HAZARDS. It shall be the responsibility of the property owner or occupant or person causing, permitting or maintaining the human health hazard to maintain their property in a manner free of human health hazard(s). Abatement/correction of any human health hazard that has been determined to exist may be ordered against any or all responsible persons.

(4)5) HUMAN HEALTH HAZARDS ENUMERATED. The following acts, places, conditions and things, not limited by enumeration, are hereby declared to be human health hazards. Such enumeration shall not be construed to exclude other health nuisances falling within the definition at sec. 11.04(1)(a), infra.

- (a) Waste, refuse or garbage not stored in a vermin, rodent and fly-proof enclosure or container.
- (b) Any hole or opening caused by an improperly abandoned, covered or barricaded cistern, septic tank, privy vault, well or excavation.
- (c) Any discharge/escape of toxic or noxious materials in such quantity or concentration as to endanger human health.
- (d) Untreated effluent from any cesspool, septic tank, drainfield or sewage disposal system discharged into or upon the surface of the ground, groundwater, seasonally saturated soils or surface waters.
- (e) Contamination of any well, cistern, stream, lake or other body of water by sewage, waste, industrial by-product or other materials or substances.
- (f) Carcasses of animals, birds or fowl not intended for human consumption which are not buried or otherwise disposed of in a sanitary manner within 24 hours after death or as required by Chap. 95, Wis. Stats.
- (g) Accumulations of manure from animals and fowl that is handled, stored or disposed of in a manner and/or in such quantities as to endanger the health of any appreciable number of persons within the County.
- (h) Accumulations of decaying animal or vegetable matter, trash, rubbish, garbage, rotting lumber, packing material, tires or any other thing(s) or substances in which flies, mosquitos, disease-carrying insects, rodents or other vermin can breed, live, nest or seek shelter.
- (i) Any chemical or biological material stored, used or disposed of in such manner or quantity as to create a human health hazard.
- (j) Any condition or situation which renders a structure or any part thereof unsanitary, unhealthy or unfit for human habitation.

- (k) Any non-functioning water supply systems, toilets, urinals, lavatories or other fixtures considered necessary to assure sanitary conditions in a public building.
 - (l) Failure to comply with any law or rule relating to sanitation and health including, but not limited to plumbing, water supplies, waste disposal, storage of chemical pesticides or herbicides, public buildings, and underground or above-ground storage tanks.
 - (m) Stagnant water in which mosquitos, flies or other insects can multiply.
 - (n) Any use of property, substance or things within the County emitting or causing any foul, offensive, noisome, nauseating, noxious or disagreeable odors, gases, effluvia or stenches extremely repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the County.
 - (o) Any use of property causing any nauseating or unwholesome liquid or substance to flow into or upon any street, gutter, alley, sidewalk, roadway or public place within the County.
 - ~~(p) The operation of a non-permitted junkyard.~~
- (56) ENFORCEMENT. It shall be the responsibility of the Board of Health or its designee to enforce the provisions of this ordinance, who shall make periodic inspections, and inspections upon complaint to insure that such provisions are not violated.
- (a) Inspection. No action shall be taken under this ordinance to abate a human health hazard unless the Board or its designee shall have inspected or caused to be inspected the premises where the nuisance or health hazard is alleged to exist and have satisfied himself that a human health hazard does in fact exist. In the event an owner or occupant shall refuse entry for inspection purposes, the Board or its designee may obtain a special warrant under §66.4220119, Wis. Stats.
 - (b) Abatement.
 1. *Notice; Citation Authority.* If a human health hazard is found on private property, the Board or its designee shall notify the owner and the occupant of the property, by registered mail with return receipt required, of the presence of the human health hazard and order its abatement or removal ~~within 30 days of receipt of the notice.~~ Notice may also be served in the manner provided for service of a summons in circuit court; however, if the premises are not occupied and the address of the owner is unknown, service on the owner may be had by posting a copy of the notice on the premises. When the order to abate, as contained in this notice, has not been complied with, the Board or its designee may issue a citation for each violation. Each day a human health hazard is not abated beyond the time allowed in the written order shall constitute a separate violation.
 2. *Procedure.* If the human health hazard is not abated or removed on or before the date specified in the notice, the Board or its designee may enter upon the property and abate or remove the human health hazard or may contract to have the work performed. The human health hazard shall be abated in a manner which is approved by the Board or its designee.
 - (c) Other Methods Not Excluded. Nothing in this ordinance shall be construed as prohibiting the abatement of human health hazards or recovering costs therefor by the County or its officials by other means as allowed by law.
 - (d) Costs. In addition to any other penalty imposed by this ordinance for the erection, contrivance, creation, continuance or maintenance of public nuisance, the cost of abatement or removal may be recovered from the person permitting the violation or treasurer of the municipality wherein the health hazard existed. Said account, upon being paid by the treasurer, shall be filed with the municipal clerk, who shall enter the amount chargeable to the property in the next tax roll in a column headed "For Abatement of a Nuisance" as a special tax on the lands upon which the human health hazard was abated, and the tax shall be collected as are other taxes.

This ordinance shall take effect following its passage and publication

Dated: (fill-in County Board date)

Introduced by: (Committee name)

Date Passed: (by Committee) Committee Vote:

Fiscal Impact:

Drafted by:

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

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

The Agent's jurisdiction under this Contract includes the following geographic area(s): **Lincoln County**

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

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

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

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

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

I. DEFINITIONS

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

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

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

II. ISSUING LICENSES

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

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

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

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

III. INSPECTIONS

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

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

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

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

IV. ENFORCEMENT

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

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

V. STAFFING

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

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

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

VI. EDUCATIONAL OUTREACH

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

VII. REPORTS AND RECORDS

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

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

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

VIII. REIMBURSEMENT BY THE DEPARTMENT FOR VENDING INSPECTIONS

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

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

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

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

X. COSTS

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

XI. EVALUATION

A. The Department shall perform an evaluation of the Agent's licensing, investigation and inspection program to determine whether the Agent meets the program standards set by the Department and applicable administrative rules, as required under Wis. Stat. §§ 97.41 (2) and 97.615 (2) (b) and this Contract. The evaluation will consist of the following:

1. The Agent shall submit an annual self-assessment report to the Department, no later than September 30, which the Department shall use as part of its onsite evaluation of the Agent's performance.
2. The Department shall conduct an onsite evaluation, at least once every three years, to assess the Agent's compliance with the provisions of this Contract, program standards set by the Department and applicable statutes and administrative rules. The Department may conduct the onsite evaluation process at any reasonable time and shall give the Agent reasonable advance notice. The onsite evaluation process shall include an office component and a field component. The office component shall include, but is not limited to, review of ordinances, regulations, inspection reports, budget information, and other required documentation. The field component shall include the Department personnel performing maintenance standardization with the Sanitarian who is the Agent - Standard, as well as evaluating other sanitarians, if applicable.

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

C. As part of the Department's onsite evaluation report, the Department shall notify the Agent of any deficiencies in standards set by the Department, the Agent's inspection, permit issuance or enforcement program and establish a deadline for correction of the deficiencies.

D. In response to the Department's report, if needed, the Agent shall submit to the Department a draft Corrective Action Plan, detailing how the Agent will meet contract requirements and the recommendations based on the Department's program standards and conformance to Wisconsin Statutes and Administrative Rules and this Contract.

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

XII. NONDISCRIMINATION

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

XIII. PRIVACY AND CONFIDENTIAL INFORMATION

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

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

B. Duty of Non-Disclosure and Security Precautions

1. The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract and all related and necessary actions taken in fulfillment of the obligations thereunder. The Agent shall not disclose such Confidential Information to any persons other than those Agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. The Agent shall be responsible for the breach of this Contract by any said Representatives.
 2. The Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation or transmission, whether physically or electronically.
 3. The Agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Agent on any reproduction, modification, or translation of such Confidential Information. If requested by the department, Agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the department, as directed.
 4. The Agent shall return to the department all Personally Identifiable Information it maintains possesses or controls, collected on behalf of this Contract, upon termination of this Contract and shall destroy all copies.
- C. Legal Disclosure. If Agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the Agent shall give the Department's Office of Legal Counsel prompt notice thereof (unless it has a legal obligation to the contrary) to allow the department to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. Agent or its representatives shall not be obligated to wait on any action or inaction by the Department, under this section, at any time when Agent is required to release information under other authority of law.
- D. Unauthorized Use, Disclosure or Loss
1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Contract, or that any Confidential Information has been lost or is unaccounted for, the Agent

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

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

XIV. TERMINATION, REVOCATION OR SUSPENSION OF AGENT CONTRACT

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

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

Signed this _____ day of _____, 2016.

For Lincoln County Health Department:

Signature

Print Name

Print Title

Signed this _____ day of _____, 2016.

For the Department of Agriculture, Trade and Consumer Protection:

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