

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014  
Madison, Wisconsin**

**DATE:** August 12, 2014

**TO:** Chancellor Rebecca Blank, UW-Madison – Darrell Bazzell, Designated Representative  
Kitty Rhodes, Secretary, DHS – Karen McKeown, Designated Representative  
Cathy Stepp, Secretary, DNR – John R. Sullivan, Designated Representative  
Ben Brancel, Secretary DATCP – Susan Buroker, Designated Representative  
Barry Irmen, Chair  
Dr. Robert Corliss, Vice-Chair  
Dr. Ruth Etzel, Member  
James Morrison, Member  
Darryll Farmer, Member  
Jeffery Kindrai, Member

Steven Geis, DNR Alternate  
Scott Hildebrand, UW-Madison Alternate  
Steven Sobek, DATCP Alternate  
Charles Warzecha, DHS Alternate

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



**RE:** Wisconsin State Laboratory of Hygiene Board of Directors Meeting  
Olbrich Botanical Gardens  
3330 Atwood Ave.  
Madison, WI 53704  
August 19<sup>th</sup>, 2014  
12:00p.m. — 4:00p.m.

**\*\* Please note change in time & location \*\***

**\*\* Lunch will be served at this meeting \*\***

**C:** Erin Bowles  
Cynda DeMontigny  
Dr. Patrick Gorski  
Kristine Hansbery  
Linda Johnson  
Jan Klawitter  
Dr. Daniel Kurtycz  
Steve Marshall  
Marie Ruetten  
Dr. Peter Shult  
Steve Strebel  
Dr. David Warshauer  
David Webb

**WISCONSIN STATE LABORATORY OF HYGIENE  
BOARD OF DIRECTORS  
MEETING NOTICE**

**Tuesday, August 19, 2014**

**12:00p.m. – 4:00p.m.**

**MEETING LOCATION  
Olbrich Botanical Gardens  
3330 Atwood Ave.  
Madison, WI 53704**

**Notice is hereby given** that the Wisconsin State Laboratory of Hygiene Board of Directors will convene at 12:00 p.m. on Tuesday, August 19<sup>th</sup>, 2014 at the Olbrich Botanical Gardens in 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 notice 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 accommodations, or requests for a public appearance are addressed by the Wisconsin State Laboratory of Hygiene Administrative Offices by phone at (608) 890-0288 or in writing to the Wisconsin State Laboratory of Hygiene, 465 Henry Mall, Madison, Wisconsin, 53706.

**ORDER OF BUSINESS:** See agenda.

Respectfully submitted,



Charles D. Brokopp, DrPH  
Secretary, Wisconsin State Laboratory of Hygiene Board of Directors  
Director, Wisconsin State Laboratory of Hygiene  
August 12, 2014

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014  
12:00 P.M. – 4:00 P.M.

Olbrich Botanical Gardens  
3330 Atwood Ave.  
Madison, WI 53704

**AGENDA**

<b><u>PROCEDURAL ITEMS</u></b>	<b><u>PAGE</u></b>
Item 1. APPROVAL OF MINUTES	4
Item 2. REORGANIZATION OF AGENDA	11
Item 3. PUBLIC APPEARANCES	12
Item 4. BOARD MEMBERS' MATTERS	14
 <b><u>BUSINESS ITEMS</u></b>	
Item 5. SCIENTIFIC PRESENTATIONS	15
1) "Our New Multi-collector ICP-MS Capabilities at the WSLH"	
a. Dr. Patrick Gorski, WSLH	
2) "New Testing Algorithm for HIV Infection Screening"	
a. Dr. David Warshauer, WSLH	
Item 6. FY14 YEAR END CLOSEOUT REPORT	16
Item 7. DNR/DHS BASIC AGREEMENT DISCUSSION	23
Item 8. STRATEGIC PLAN UPDATE	49
Item 8. CONTRACTS REPORT	50
Item 9. DIRECTOR'S REPORT	52

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**PROCEDURAL ITEMS**

**Item 1. APPROVAL OF MINUTES**

**Description of Item:**

The draft minutes of the June 17<sup>th</sup>, 2014 board meeting are submitted for approval.

**Suggested Board Action:**

Motion: Approve the draft minutes of the June 17<sup>th</sup>, 2014 board meeting as submitted.

**Staff Recommendation and Comments:**

Approve draft minutes.

Once approved, minutes become part of the public record and are posted on the WSLH website: <http://www.slh.wisc.edu/about/board/board-meetings-agendas-and-minutes/>.

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014  
12:00 P.M – 4:00 P.M.  
3330 Atwood Ave.  
Madison, WI 53704**

**APPROVED MINUTES  
June 17<sup>th</sup>, 2014**

- MEMBERS PRESENT:** Barry Irmen (Chair), Dr. Robert Corliss (Vice-Chair), Susan Buroker, Jeffery Kindrai, Renee O’Day (on behalf of Karen McKeown), Scott Hildebrand (on behalf of Darrell Bazzell), Dr. Ruth Etzel, Dr. Charles Brokopp
- WSLH STAFF PRESENT:** Dr. Pete Shult, Dr. Daniel Kurtycz, Kristine Hansbery, Laura Liddicoat, Jan Klawitter, Marie Ruetten, Dave Webb, Erin Bowles and Nathaniel Javid
- DNR STAFF PRESENT:** Steve Geis
- GUESTS PRESENT:** David Guberud, Rebecca Mortiz, and Russ Van Gilder

**Chair Barry Irmen called the meeting to order at 1:00 P.M.**

**Item 1. APPROVAL OF MINUTES**

Approve the minutes of the April 29, 2014 board meeting as submitted. Chair Barry Irmen made a motion to approve, seconded by Susan Buroker. The motion passed on a unanimous vote.

**Item 2. REORGANIZATION OF AGENDA**

Dr. Brokopp took this time to introduce our new Board member, Dr. Ruth Etzel. Dr. Etzel is a professor at the Zilber School of Public Health at UW-Milwaukee with an M.D. from the University of Wisconsin and a PhD from the University of North Carolina, Chapel Hill. On behalf of the Board, Dr. Brokopp formally welcomed Dr. Etzel. Dr. Brokopp mentioned that Mr. James Morrison has also been appointed to our Board to fill our occupational health/industrial hygiene position. Mr. Morrison is an industrial hygiene officer with University Health Services at UW-Madison. Mr. Morrison was unable to join us at this meeting, but we anticipate his attendance at the meeting in August. The

Governor's office will also be appointing Ms. Carrie Lewis to fill our public member seat and Steve Geis has been appointed as the alternate representative from the Department of Natural Resources (DNR).

Dr. Brokopp recognized several WSLH employees who are or will be retiring. Dr. Brokopp announced that Mary Carlstedt has retired after 19 years of service in the Newborn Screening Lab. Dave Webb recognized Laura Liddicoat who has served 28 years with the forensic toxicology department and Dan Gilbertson who has served 25 years within the water department. Kris Hansbery recognized Paul Statz who worked in PT customer service for the past 16 years.

### **Item 3. PUBLIC APPEARANCES**

There were no public appearances.

### **Item 4. BOARD MEMBERS' MATTERS**

Jeffery Kindrai asked the Board for more information on the new algorithm testing for HIV. Dr. Pete Shult responded that he would give an update on this at the August Board meeting. Jeffery also checked in with the Board on the individual who requested their animal remains post rabies testing. Dr. Shult mentioned that if the specimen tested positive or equivocal, it would not leave the laboratory under any circumstance. In this case, the sample was negative. Because this was a highly specialized and unusual circumstance, the WSLH released the remains through the proper channels. The WSLH informed the requestor of the potential risks and strongly discourage this practice despite taking all the necessary precautions.

### **Item 5. SCIENTIFIC PRESENTATIONS**

#### **1) New Building Update**

- a) Russ Van Gilder, DOA
- b) David Guberud, Ring & DuChateau
- c) Rebecca Moritz, UW Safety

Russ Van Gilder from the Department of Administration presented first to the Board. Russ is an architect and has been the project lead for the new building since its inception. Russ thanked the WSLH staff who have been involved in this project. Meetings took place every two weeks for two years to ensure the project was on the right path. The project planned for an 82,000 square foot building with a construction budget of \$26,000,000 and a project budget just under \$30,000,000. The building is almost a 50/50 split between DATCP and WSLH in terms of space. The building was constructed via four major contracts: general, plumbing, mechanical, and electrical. This allowed the project to be built at the lowest cost per square foot. The target completion date was June 2013. With additional work that arose, substantial completion did not occur until October 2013. The goal is to have all contractors out by the end of July 2014. This project was challenging due to the need for highly specialized spaces and accommodating the needs of many people. Having two tenants in the building also posed some obstacles regarding access and security.

Dave Guberud, commissioning agent for Ring & DuChateau, presented on the building commissioning. Ring & DuChateau was hired as a third-party consulting authority to provide commissioning on this project. Commissioning is a quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements. Commissioning is necessary due to building complexity, interactions between different units occupying the same space, ensuring energy conservation, and fulfilling LEED and agency requirements. Ultimately, commissioning is done to meet the owner's needs. Some of the systems in the new building include a dedicated, 100% redundant BSL3 exhaust, a clean room, multiple heat recovery methods, chillers, boilers, hot water heaters, emergency power, and fire protection. Mr. Guberud presented pictures of the commissioning process for the BSL-3 labs including before-and-after shots of fixes the contractor made to ensure proper commissioning.

Rebecca Moritz, manager of the University of Wisconsin Select Agent Program, presented on the building status. Bringing a laboratory with these specifications into the Select Agent Program is a long and extensive process. The Select Agent Program has little control over the timeline for project completion. There is still a lot of work that needs to be done regarding balances, controls, HVAC, and security. The main administrative task will be revising the current WSLH SOP for building use and making it facility specific. Registration forms and incident security response plans also need to be complete. Once this and the building commissioning are complete, we can submit to the CDC and the USDA. Provided no obstacles, we are estimating the laboratory will be complete by spring 2015.

## **2) "WCLN – A Laboratory Response Network and So Much More!"**

### **a) Erin Bowles, WSLH**

Dr. Pete Shult introduced Erin Bowles, Laboratory Network Coordinator for the WSLH. The responsibility for running this network is solely placed on Erin Bowles. The Wisconsin Clinical Laboratory Network (WCLN) is nationally recognized by APHL and the CDC. In the 1990s, the model for how public health laboratories should function beyond diagnostic testing was developed. The model revolved around partnerships and communications, training and education, emergency response, and disease prevention, control, and surveillance. The virology network was established in 1992, followed by the TB network in 1995. In 2001, the Wisconsin Clinical Laboratory Network (WCLN) was developed to include sentinel labs (community and clinical hospital labs), reference labs (state and local public health labs), and national labs (CDC & USAMRIID). The WCLN serves as an integrated network of state and local public health, clinical, federal, military & international laboratories to respond to all-hazards: biological, chemical, and/or radiological terrorism and other public health threats. The WCLN works with approximately 139 sentinel clinical laboratories. Sentinel clinical laboratories are laboratories certified to perform high complexity testing under CLIA by CMS for microbiology. Laboratory in-house testing included Gram stains and at least one of the following: lower respiratory tract, wound, or blood cultures. The role of the sentinel clinical laboratories is to support the successful operation of the laboratory response network (LRN), collaborate with state or local LRN reference laboratories by recognizing

a suspicious agent, performing rule-out testing on possible bioterrorism agents, and notifying/referring an isolate to an LRN reference laboratory if unable to rule-out a suspect agent. A sentinel clinical laboratory also cannot opt-out of participation.

The role of the LRN reference laboratory is to facilitate the sentinel-reference lab partnership through the creation of the WCLN. This is done by maintaining a sentinel clinical laboratory database, performing additional analysis and characterization using standardized validated confirmatory assays, providing training, planning and conducting exercise drills to evaluate the effectiveness of the network, along with ensuring a robust electronic communication system for emergency alerts and critical information. In order to grow the WCLN, a laboratory technical advisory group (LabTAG) was created to provide useful resources to clinical laboratories such as training materials and conferences. The WSLH strengthens the WCLN by challenging our level of preparedness through exercises and identifying any gaps and working to resolve those issues. The WSLH also build relationships through face-to-face meetings that allow for the opportunity to offer support and mentor young laboratorians. In the end, there are many benefits to having the WCLN. For the WSLH, benefits include surveillance (samples and data), detection of outbreaks and emerging infectious diseases, and respect and support. For the clinical labs, benefits include free continuing education, the WCLN listserv, opportunities for networking, free resource materials, 24/7 emergency page, and help with validation studies.

## **Item 6. FISCAL YEAR 2014 REPORT AND FISCAL YEAR 2015 BUDGET**

### **1) Marie Ruetten, Wisconsin State Laboratory of Hygiene**

Marie Ruetten, Financial Manager, WSLH, presented the FY14 update and the FY15 budget & approval. Through the end of April 2014, we have a positive net operating income of \$881,560. We are under budget by \$633,462 in revenue, primarily in contracts and grants. We have a few payments yet to arrive to balance that budget. Expenses are under budget by \$500,518. This is largely due to salaries, fringes, and building rent. With time, this will balance out. Compared to last year, our revenue is down in agency and non-agency funding due to timing with DOA building issues. Expenses, salaries and fringes are up due to filling more positions; however, supplies and services are down from FY13. In the end we are at a net gain for total expenses by \$472,307 with a net operating income of \$235,918 under budget. Our total current assets are \$19,086,910 on April 30, 2014 compared to \$17,652,136 on June 30, 2013. Of that amount, our available working capital is \$8,082,853 as of April 30, 2014 compared to \$8,479,587 as of June 30, 2013. This is because our liabilities and operating contingency increased from the previous year. Our cash-unrestricted is \$10,884,871 as of April 30, 2014 compared to \$8,597,506 on June 30, 2013.

Marie presented the FY15 budget proposal to the Board. Total support and revenue is expected to decrease by \$2,008,686. This is largely due to the loss of a major client. This will bring us at \$42,918,906 in revenue for FY15. Total expenses are expected to decrease by \$493, 569, giving us a net operating loss of \$1,515,117. With reserve expenditures of \$1,515,117, we come out with a modified net operating income of \$0. Marie presented a breakdown of the FY15 budget by division. Our beginning year cash balance is \$12,370,865 for our projected cash reserves. Without our restricted cash,



UW contingency, and accounts payable, we have an available cash balance at the beginning of FY15 of \$6,316,284. Subtracting our budgeted reserve expenditures for FY15 and anticipated additional expenditures gives us a project available year-end balance of \$3,643,228. This is well within the guidelines of the University.

***Chair Barry Irmen made a motion to approve the FY15 budget seconded by Jeffery Kindrai. The FY15 budget passed unanimously.***

## **Item 7. DNR/DHS Basic Agreements**

### **1) Dr. Charles Brokopp, Director, Wisconsin State Laboratory of Hygiene**

The basic agreements serve as an ongoing commitment to DHS and DNR to provide resources to support their programmatic missions by earmarking a certain portion of WSLH assets to support those agencies. The amount is negotiated with the agencies and approved by the Board. Dr. Brokopp asked the Board to refer to the packet for the latest version of the agreements. The DNR basic agreement is unchanged for FY15, with \$2,662,224 dedicated for support. The WSLH is proposing a change from the FY14 DHS basic agreement with an increase in GC and chlamydia testing costs of \$3/test. This is due to the major loss of one of our contracts. The WSLH and DHS agree that \$3,593,352 of the WSLH GPR and support budget is designated for support of the statutory health mission of the DHS including fee-exempt testing for local health departments and the Department of Corrections. The DNR and DHS basic agreements are currently unsigned. Therefore, Dr. Brokopp noted that the Board may approve the basic agreements as proposed for today or the Board may approve a 60 day extension of the FY14 agreements with or without the proposed changes.

***Barry Irmen made a motion to the Board to approve the 60 day extension of the FY14 agreements. Dr. Ruth Etzel seconded the motion. The motion passed unanimously.***

## **Item 8. CONTRACTS REPORT**

### **1) Dr. Charles Brokopp, Director, Wisconsin State Laboratory of Hygiene**

Dr. Brokopp presented the Contract's Report to the Board. Dr. Brokopp asked the Board to refer to the packet for more specific information on WSLH current contracts. Two contracts are from APHL to provide ongoing virus isolation work and to maintain the Calicinet network. The remaining contracts are mostly with DHS and DNR. The DNR contracts are largely for special monitoring projects around Wisconsin, generally funded by another source with a laboratory component that the WSLH is part of.

## Item 9. DIRECTOR'S REPORT

### 1) Dr. Charles Brokopp, Director, Wisconsin State Laboratory of Hygiene

Dr. Brokopp provided the Director's Report to the Board. The next Board meeting will be on August 19<sup>th</sup>, 2014. The location for this meeting is yet to be determined. Dr. Brokopp asked the Board to submit to him any ideas for the meeting location if they have them. The agenda for the August meeting will include a wrap-up of the FY14 budget.

Dr. Brokopp asked the Board to refer to the Board packet for information on public and environmental health incidents including mumps, shigella, *Coxiella burnetti*, MERS, and *Burkholderia mallei*. With water testing, 22 out of 2,864 tested with a boil water notice (0.8%). All 22 systems were transient water systems. For more information on public water system testing, please consult the Board packet.

Jan Klawitter, WSLH, participated in a public health employee orientation for DPH staff and for new employees in local health departments. The WSLH also participated in a six hour training course for hazardous materials responders in Appleton, Oshkosh, and Green Bay. Overall, WSLH staff is very active in promoting public and environmental health outside the lab.

The WSLH has received a significant grant request for the National Children's Study in which it would serve as the analytical lab to support their project. The WSLH also submitted a research request to the NIH for a NBS pilot project for Pompe disease and discussed with the CDC on a project involving the measurement of human exposure to algal toxins.

**Chair Barry Irmen** made a motion to adjourn meeting at 4:00 P.M. **Jeffery Kindrai** seconded the motion. The motion passed unanimously and the meeting was adjourned.

Respectfully submitted by:



Charles D. Brokopp, DrPH  
Secretary, Wisconsin State Laboratory of Hygiene Board of Directors

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**PROCEDURAL ITEMS**

**Item 2. REORGANIZATION OF AGENDA**

**Description of the Item:**

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

**Suggested Board Action:**

None.

**Staff Recommendation and Comments:**

Reorganize the agenda as requested by the Board

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014**

**PROCEDURAL ITEMS**

**Item 3. PUBLIC APPEARANCES**

**Description of the Item:**

Under the board's *Policies and Procedures* nonmembers 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, Wisconsin State Laboratory of Hygiene, 465 Henry Mall, Madison, Wisconsin 53706. Telephone (608) 890-0288. 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 its website: <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) 890-0288  
Email: [charles.brokopp@slh.wisc.edu](mailto:charles.brokopp@slh.wisc.edu)

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**BUSINESS ITEMS**

**Item 4. BOARD MEMBERS' MATTERS**

**Description of the Item:**

Board Members' Matters will present board members with the opportunity to ask questions and/or discuss issues related to the Wisconsin State Laboratory of Hygiene.

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

Receive for information.

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**BUSINESS ITEMS**

**Item 5. SCIENTIFIC PRESENTATIONS**

**1) “Our New Multi-collector ICP-MS Capabilities at the WSLH”**

a. Dr. Patrick Gorski, WSLH

**2) “New Testing Algorithm for HIV Infection Screening”**

a. Dr. David Warshauer, WSLH

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

Receive for information.

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**BUSINESS ITEMS**

**Item 6. FY14 YEAR-END CLOSEOUT REPORT**

**Description of the Item:**

Marie Ruetten will provide the FY14 year-end closeout report to the Board.

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

Receive for information.



**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014**

**WISCONSIN STATE LABORATORY OF HYGIENE  
STATEMENT OF INCOME  
For the period July 1, 2013 through June 30, 2014**

	<b>FY 14 APPROVED ANNUAL BUDGET</b>	<b>FY14 ACTUAL</b>	<b>VARIANCE Over/(Under)</b>	<b>VARIANCE % of BUDGET</b>
<b>SUPPORT AND REVENUE</b>				
Laboratory Services Revenues (Note 3)				
Agency	\$ 6,527,860	\$ 7,362,897	\$ 835,037	12.8%
Nonagency	20,160,470	20,292,396	131,926	0.7%
GPR Funding	10,682,523	10,853,322	170,799	1.6%
OWI Fund Revenues	1,619,200	1,637,150	17,950	1.1%
Grant Funding	5,931,539	5,821,793	(109,746)	-1.9%
Interest Income	6,000	8,250	2,250	37.5%
<b>TOTAL SUPPORT AND REVENUE</b>	<b>44,927,592</b>	<b>45,975,808</b>	<b>1,048,216</b>	<b>2.3%</b>
<b>EXPENSES</b>				
Salaries	18,631,424	17,860,950	(770,474)	-4.1%
Fringe Benefits	7,602,158	6,960,459	(641,699)	-8.4%
Supplies & Services	12,471,250	14,652,787	2,181,537	17.5%
Transfer Overhead to UW	811,416	794,362	(17,054)	-2.1%
Building Rent	2,460,577	2,010,328	(450,249)	-18.3%
Depreciation	1,802,434	1,843,843	41,409	2.3%
Bad Debt Expense	60,000	88,108	28,108	46.8%
Interest Expense	7,200	4,417	(2,783)	-38.7%
<b>TOTAL EXPENSES</b>	<b>43,846,459</b>	<b>44,215,254</b>	<b>368,795</b>	<b>0.8%</b>
<b>NET OPERATING INCOME OR (LOSS)</b>	<b>\$ 1,081,133</b>	<b>\$ 1,760,554</b>	<b>\$ 679,421</b>	

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014**

**WISCONSIN STATE LABORATORY OF HYGIENE  
COMPARATIVE INCOME STATEMENT  
For the 12 months ended June 30, 2014 and June 30, 2013**

	<b>Fiscal Year 2014 Actual</b>	<b>Fiscal Year 2013 Actual</b>	<b>Variance Over/(Under)</b>	<b>Percentage Change</b>
<b>SUPPORT AND REVENUE</b>				
Laboratory Services Revenues (Note 3)				
Agency	\$ 7,362,897	\$ 6,829,915	\$ 532,982	7.8%
Nonagency	20,292,396	21,054,323	(761,927)	-3.6%
GPR Funding	10,853,322	9,840,843	1,012,479	10.3%
OWI Fund Revenues	1,637,150	1,376,855	260,295	18.9%
Grant Funding	5,821,793	5,564,970	256,823	4.6%
Interest Income	8,250	13,083	(4,833)	-36.9%
<b>TOTAL SUPPORT AND REVENUE</b>	<b>45,975,808</b>	<b>44,679,989</b>	<b>1,295,819</b>	<b>2.9%</b>
<b>EXPENSES</b>				
Salaries	17,860,950	16,947,697	913,253	5.4%
Fringe Benefits	6,960,459	6,426,362	534,097	8.3%
Supplies & Services	14,652,787	14,100,092	552,695	3.9%
Transfer Overhead to UW	794,362	877,842	(83,480)	-9.5%
Building Rent	2,010,328	1,948,667	61,661	3.2%
Depreciation	1,843,843	1,848,080	(4,237)	-0.2%
Bad Debt Expense	88,108	711,581	(623,473)	-87.6%
Interest Expense	4,417	7,382	(2,965)	-40.2%
<b>TOTAL EXPENSES</b>	<b>44,215,254</b>	<b>42,867,703</b>	<b>1,347,551</b>	<b>3.1%</b>
<b>NET OPERATING INCOME OR (LOSS)</b>	<b>\$ 1,760,554</b>	<b>\$ 1,812,286</b>	<b>\$ (51,732)</b>	

**WISCONSIN STATE LABORATORY OF HYGIENE**  
**COMPARATIVE BALANCE SHEET**  
As of June 30, 2014 and June 30, 2013

**ASSETS**

	June 30, 2014	June 30, 2013
<b>CURRENT ASSETS</b>		
Cash	\$ 9,064,175	\$ 8,597,506
Cash-restricted-newborn screening surcharge	1,734,826	1,435,900
Net accounts receivables (Note 2)	5,479,437	5,832,065
Other receivables	1,604,807	1,556,015
Inventories	62,573	66,772
Prepaid expenses	417,176	163,878
Total current assets	18,362,994	17,652,136
<b>EQUIPMENT AND BUILDING IMPROVEMENTS</b>		
Equipment	24,932,759	26,089,246
Building improvements	7,234,117	5,616,318
	32,166,876	31,705,564
Less accumulated depreciation	(21,860,586)	(22,484,591)
Total net fixed assets	10,306,290	9,220,973
<b>Total Assets</b>	<b>\$ 28,669,284</b>	<b>\$ 26,873,109</b>

**LIABILITIES AND EQUITY**

**CURRENT LIABILITIES**

Salaries payable	\$ 520,124	\$ 477,820
Accounts payable	1,409,616	516,229
Newborn screening surcharge payable	1,734,826	1,435,900
Accrued expenses	155,554	122,745
Current obligations under capital leases	29,629	57,526
Notes Payable - current	94,988	108,136
Proficiency testing deferred revenue	1,360,380	1,588,607
Newborn screening deferred revenue	2,111,558	2,104,139
Compensated Absences (Note 5)	813,915	682,778
Total current liabilities	8,230,590	7,093,880

**LONG TERM DEBT**

Obligations under capital leases	-	29,629
Compensated Absences (Note 5)	1,411,567	1,261,718
Total long term debt	1,411,567	1,291,347

**Total Liabilities**

9,642,157	8,385,227
-----------	-----------

**EQUITY**

Retained earnings-restricted (Note 4)		
Operating contingency	2,136,900	2,078,669
Total restricted retained earnings	2,136,900	2,078,669
Net Operating Income or (Loss)	1,760,554	1,812,286
Retained earnings-unrestricted	9,714,260	9,192,549
Contributed capital	5,415,413	5,404,378
Total unrestricted retained earnings	16,890,227	16,409,213
<b>Total Equity</b>	<b>19,027,127</b>	<b>18,487,882</b>

**Total Liabilities and Equity**

\$ 28,669,284	\$ 26,873,109
---------------	---------------

Contingency Funding	10,132,404	10,558,256
---------------------	------------	------------

**WISCONSIN STATE LABORATORY OF HYGIENE**  
**STATEMENT OF CASH FLOWS**  
For the Period July 1, 2013 through June 30, 2014

**CASH FLOWS FROM OPERATING ACTIVITIES**

Net income	\$ 1,760,554
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	1,843,843
Changes in working capital components:	
Decrease in net accounts receivables	352,628
(Increase) in other receivables	(48,792)
Decrease in inventories	4,199
(Increase) in prepaid expenses	(253,298)
Increase in salaries payable	42,304
Increase in accounts payable	893,387
Increase in newborn screening surcharge payable	298,926
Increase in accrued expenses	32,809
(Decrease) in current obligations under capital leases	(27,897)
(Decrease) in notes payable - current	(13,148)
(Decrease) in proficiency testing deferred revenue	(228,227)
Increase in newborn screen deferred revenue	7,419
(Decrease) in equity due to prior year adjustment	<u>(951,359)</u>
Net cash provided (used) in operating activities	3,713,348

**CASH FLOWS FROM INVESTING ACTIVITIES**

Purchase of equipment and physical plant improvements	<u>(2,918,124)</u>
Net cash (used in) investing activities	<u>(2,918,124)</u>

**CASH FLOWS FROM FINANCING ACTIVITIES**

Principal payment on Capital Lease	<u>(29,629)</u>
Net cash provided (used in) financing activities	<u>(29,629)</u>

Net increase (decrease) in cash 765,595

**Cash:**

Beginning	<u>10,033,406</u>
Ending	<u>\$ 10,799,001</u>

**WISCONSIN STATE LABORATORY OF HYGIENE**  
**NOTES TO THE FINANCIAL STATEMENTS**  
For the period July 1, 2013 through June 30, 2014

**NOTE 1 –NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business:

- The Wisconsin State Laboratory of Hygiene (WSLH) is a governmental institution which provides medical, industrial and environmental laboratory testing and related services to individuals, private and public agencies, including the Department of Natural Resources (DNR) and the Department of Health Services (DHS). Approximately 75% of the WSLH operating revenues are program revenues, including contracts, grants, and fee-for-service billing. The remainder are general purpose revenues (GPR), which are Wisconsin state general fund dollars.

Budgetary Data:

- Fiscal Year 2013-2014 operating budget amounts were approved by the WSLH Board on June 18, 2013.

Basis of Presentation:

- The financial statements have been prepared on a modified accrual basis following Generally Accepted Accounting Principles (GAAP).

Basis of Accounting:

- Revenues are recognized at the completion of the revenue generating processes. Fee-for-service revenues are generally recognized in the period services are completed.
- Revenues from GPR, OWI, Grants, and expense reimbursement contracts for salaries, fringe benefits, capital, and supplies are recognized as expended.
- Expenses are recognized and accrued when the liability is incurred.

Estimates and assumptions:

- The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying footnotes. Actual results could differ from those estimates.

Assets:

- Cash is considered restricted if, by prior agreement with an outside entity, it must be segregated for future use by the outside entity or by WSLH at the outside entity's behest. As of June 30, 2014 available cash is restricted in an amount equal to the newborn screening surcharge payable to the Wisconsin Department of Health Services.
- Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible amounts.
- Inventory is stated at cost (first in, first-out method).
- Equipment and building improvements are carried at cost. Expenditures for assets in excess of \$5,000 are capitalized. Depreciation is computed by the straight-line method.

Liabilities

- A liability for unearned revenue is recognized for prepaid receipts for WSLH-provided Proficiency Testing programs and for prepaid newborn screening tests.

**NOTE 2- ACCOUNTS RECEIVABLE**

- Accounts receivable and allowance for uncollectible account balances as of June 30, 2014 and June 30, 2013 are as follows:

	<u>June 30, 2014</u>	<u>June 30, 2013</u>
Accounts Receivable Total	\$6,056,412	\$6,357,695
Allowance for bad debt	<u>(576,975)</u>	<u>(525,630)</u>
Net Receivables	\$5,479,437	\$5,832,065

**NOTE 3- LABORATORY SERVICES REVENUES**

- At the Board’s request, Laboratory Service Revenues on the Income Statement have been divided into two groups, Agency and Non-Agency, as follows:

Agency:

- DNR contracts
- DHS contracts
- DATCP
- University of Wisconsin
- Office of Justice Assistance
- Wisconsin Emergency Management

Non-Agency:

- UW Hospital Authority
- Medicare and Medicaid
- Municipalities
- Law Enforcement Agencies
- Proficiency Testing
- Newborn Screening
- All other revenues from individuals, businesses, clinics, and hospitals.

**NOTE 4- RETAINED EARNINGS - RESTRICTED**

- The operating contingency is computed annually and reflects two months of salary and fringe benefit cost for positions funded from program revenues. The contingency fund is considered adequately funded if working capital is greater than the contingency fund restriction. As of June 30, 2014 working capital (current assets less current liabilities) was \$10,132,404 thereby meeting the target contingency reserve requirement of \$2,136,900.

**NOTE 5- COMPENSATED ABSENCES**

- GASB Statement No. 16, “Accounting for Compensated Absences,” establishes standards of accounting and reporting for compensated absences by state and local governmental entities for which employees will be paid such as vacation, sick leave, and sabbatical leave. Using the criteria in Statement 16, a liability for compensated absences that is attributable to services already rendered and that is not contingent on a specific event that is outside the control of the State and its employees has been accrued. The table below details the liability by benefit category:

	Total	Vacation	Pers Hol	Legal Hol	Comp Time	Sabbatical
Current	\$813,915	\$497,213	\$115,866	\$3,657	\$2,069	\$195,110
Long Term	1,411,567	0	0	0	0	1,411,567
	\$2,225,482	\$497,213	\$115,866	\$3,657	\$2,069	\$1,606,677

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**BUSINESS ITEMS**

**Item 7. DNR/DHS BASIC AGREEMENTS DISCUSSION**

**Description of the Item:**

The basic agreements are funded with GPR funds that come directly to the Wisconsin State Laboratory of Hygiene. These funds allow the WSLH to provide testing and other analytical services to DNR and DHS as described in the agreements. Any reductions in GPR may result in adjustments to the level of funding available to support the agreements.

**Suggested Board Action:**

Discuss and approve the Department of Natural Resources and the Department of Health Services basic agreements described above.

**Staff Recommendations and Comments:**

Approve the Department of Natural Resources and Department of Health Services basic agreements as presented.

**Memorandum of Agreement on Laboratory Services  
for State Fiscal Year 2015**

**Between**

**Wisconsin Department of Natural Resources and  
Wisconsin State Laboratory of Hygiene**

**Summary:** This document defines the financial resources at the Wisconsin State Laboratory of Hygiene that shall be used to provide services to the Wisconsin Department of Natural Resources. The amount of money for Fiscal Year 2015 (FY15) to be dedicated to supporting the analytical and other service needs of the Department of Natural Resources is:

**\$2,662,224**

**General:** This annual agreement is made and entered into for the period of July 1, 2014 through June 30, 2015 by and between the Wisconsin State Laboratory of Hygiene (hereinafter referred to as WSLH) and the Wisconsin Department of Natural Resources (hereinafter referred to as DNR). This agreement has in the past been referred to as the "DNR-WSLH Basic Agreement." This agreement determines conditions for the utilization of the portion of the WSLH's funds authorized by the WSLH Board of Directors in the support of DNR in areas defined in statute, including "fee-exempt testing." This agreement does not preclude DNR and WSLH from engaging in other grants, contracts or agreements, nor is it binding on those separate agreements.

The legislative authority for this agreement consists of the following statutory references:

- A. The WSLH and DNR agree that the legislative intent in the original Senate Bill 79 (1979-80) that transferred laboratory functions and an amount of DNR General Purpose Revenue (GPR) to WSLH was to ensure that DNR obtained commensurate laboratory support from WSLH. Therefore, a portion of WSLH's budget is required to support DNR services, including local units of government.
- B. The WSLH Board of Directors has the authority under statute 36.25(11 )(a) to define the precise annual allocation of WSLH GPR. "The laboratory of hygiene board shall approve the laboratory of hygiene budget, set fees, set priorities and make final approval of laboratory resources so that the laboratory can act in response to agencies' planned objectives and program priorities."
- C. Under state statute 20.285 (fd) and (i) the amounts defined in the biennial budget for WSLH are for the "general program operations of the state laboratory of hygiene." The laboratory of hygiene board has the authority to request additional funding via biennial submissions that reflect "joint budgetary planning with agencies served," but the submission is by the WSLH board "directly to the department of administration." 36.11(g) *Wis. Stats.*

A fixed amount of funding was transferred in fiscal year 1979-1980 from DNR and the Department of Health Services (hereinafter referred to as DHS) to WSLH and the statutes



D. are clear on the purposes of funds transfers:

20.285 (4)(k) funds transferred from other state agencies. "All moneys received from other state agencies to carry out the purposes for which received."

E. 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).

## I. General Operating Principles

A. While there is no statutory requirement for a "basic" agreement with DNR over WSLH expenditure levels, there is a statutory requirement concerning DHS that has a bearing on fee-exempt testing and this document:

"The department (DHS) and the state laboratory of hygiene shall enter into a memorandum of understanding that delineates the public health testing and consulting support that the state laboratory of hygiene shall provide to local health departments." ss. 254.02(4).

B. Setting the rates for such services as covered in this DNR agreement that will be charged against WSLH's funding is defined as a WSLH board responsibility:

"The WSLH board may impose a fee for each test conducted by the laboratory. Any tests 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 USC300f to 300 j, as determined by the laboratory of hygiene board. The board may charge state agencies through contractual arrangements for the actual services rendered." 36.11(f).

C. All prior annual "basic agreements" between the WSLH and DNR are replaced by this agreement. Prior annual agreements cannot bind a future WSLH board's statutory-based budget decisions authority. This agreement cannot bind future board determinations past FY14 concerning the amount or portion of WSLH's GPR budget that supports DNR services, including local units of government. This agreement is only an annual agreement between two agencies that does not have the force of either statute or administrative rule and expires at its end date.

D. WSLH FY14 budget, based on WSLH board approval, will contain an allocation of \$2,500,000 designated for the support of the statutory mission of DNR that includes fee-exempt testing for local units of government. Testing for local units of government under this agreement includes, but is not limited to, beach monitoring, bacteria testing for water supplies regulated under chapter NR 809, Wis. Adm. Code, and private water supply samples collected by local health departments.

1. These funds will be used for WSLH support of DNR as defined in ss. 36.11(b), (c) and (d). These services include, but are not limited to analytical testing of samples, including prudent testing of samples for local units of government, technical consultation, interpretation of results, expert testimony, method development, instrumentation, staff training, data

management, and other services. The entire amount of this agreement will be available for procurement of tests or other WSLH services.

2. As tests or services are charged against the agreement the revenue equivalent to the price times the volume of those tests or costs shall be credited as revenue to the WSLH laboratory departments doing the testing.
3. The management of the DNR allocation of the testing and service dollars to the entities utilizing this agreement will be the responsibility of DNR.
  - It is the obligation of DNR to establish a budget for each entity within DNR that is allowed access to WSLH funding under this agreement prior to the start of the agreement. The amounts allocated within the total budget ceiling are at the discretion of DNR. DNR will communicate the allocated amounts to WSLH under separate cover. It is the obligation of DNR to work with DNR programs to identify those tests to be performed by WSLH.
  - It is the obligation of DNR to manage those individual budgets and keep those entities informed of their fiscal expenditures based on data provided to DNR by WSLH.
  - It is the obligation of DNR to inform WSLH of any changes to that allocation prior to any budget exceeding its authorized limits.
  - Any agency or individual accepting DNR authorization to use WSLH basic agreement funds is also bound by all conditions of this agreement.
4. Prioritization of analytical and related services purchased through this agreement is the responsibility of the DNR, who will establish an initial allocation of these resources according to a mutually agreed categorization, projects or other contracts with the WSLH.
5. All funds designated for use by DNR and its authorized entities can be used to not only purchase testing, but also to purchase services and materials on a time and materials basis. This includes WSLH technical support or other services per conditions specified above. Once the level of fee-exempt testing has been reached WSLH reserves the right to do no more fee-exempt testing of this nature unless DNR and/or a local public health department reallocates funds from the current basic agreement for that purpose or establishes fee-for-service contracts with WSLH.
6. Funds not expended under the terms of this agreement shall revert to support the “general program operations of the state laboratory of hygiene”. However, WSLH shall inform DNR monthly of status, so alternatives can be developed by DNR regarding the use of these funds that cannot be carried over on behalf of DNR for purposes unforeseen at the time of this agreement.
7. The WSLH understands that response to environmental and public health emergencies as defined under ss. 166 (Governor Declared Emergencies) are not limited to these funds and WSLH will make every effort to respond to non-Governor declared public health emergencies as defined by DNR within the WSLH resources made available by the board and legislature.

## **II. Terms and Conditions for Prices and Financial Reporting**

### **A. Fees for Laboratory Services**

1. Charges for testing services under this agreement will be established in accordance with the appropriate WSLH fee schedule established for the fiscal year under WSLH board authority.
2. DNR requests for non-testing services, such as use of WSLH staff for development of technical materials, training, technical assistance, consultation, presentations, report development or any and all activity not associated with the pre- analytical or post-analytical testing process purchased under this agreement may be charged to the agreement based on a standard hourly rate for salary and fringe and cost of materials.

### **B. Fiscal Reporting**

1. As this agreement funding is already within the WSLH budget there is no billing per se. However, regular fiscal statements of activities will be provided to DNR.
2. WSLH will report monthly to DNR on fee-exempt and non-fee-exempt tests charged to the basic agreement by account number, including the number of each analysis type and the nature of the service provided. DNR will monitor the non fee-exempt testing expenditures and will ensure that the charges are within the amount allocated for each project, contractor or subcontractor.
3. The WSLH shall provide monthly the standard fee schedule and approved discount of each test.

### **C. Fiscal Limitations**

1. The funds allocated to WSLH by the legislature is a sum certain amount, which neither the WSLH, its' board, nor the UW-Madison has the authority to exceed.
2. As WSLH has neither statutory nor board authority to exceed its legally provided funding levels, if the DNR or other authorized contractors or subcontractors use of this agreement exhausts all funds allocated, WSLH may suspend all testing following due notice procedures under these provisions until ancillary funding is provided by DNR or fee-for-service contracts are executed. Exceptions to this are covered under ss. 166 in terms of a Governor declared "emergency", including a "public health emergency."
3. If all agreement funds are expected to be totally expended before the end of the fiscal year and DNR does not provide supplemental funding and no fee-for - service contract exists between DNR and WSLH, WSLH may issue a 30-day termination of services notice to DNR. During that 30-day period WSLH will continue to process samples and specimens and report results. At the end of that 30-day termination notice, if DNR has not provided supplemental funds or DNR has not established a fee-for-service contract with WSLH, WSLH may refer samples to other laboratories but will only do so after consultation with DNR.

### III. Laboratory Services

Per ss. 36.25, the WSLH shall provide “complete laboratory service...to the Department of Natural Resources...”. WSLH assures adherence to applicable analytical test turnaround times and through regular communications with DNR staff, any problems or concerns that arise will be addressed. The tests and services provided to the DNR shall include but not be limited to: Organic, inorganic, microbiological, radiochemical, toxicological, consultative, and outreach/training.

The time frames and turnaround times 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

### IV. Supplemental Agreements by Contract

Typically, there have been numerous additional projects underway each year between the WSLH and DNR. Each of these involves preparation, processing, and often, later amendment of a contract document. The terms and conditions of these projects will be determined by standard UW-Madison contracting provisions (<http://www.bussvc.wisc.edu/purch/stdterms1.html>). However, DNR can specify that a fixed amount of these agreement funds can be allocated to any or all of these projects as long as the total does not exceed all commitments of DNR-WSLH Agreement resources. This reallocation reduces proportionally the total agreement funds available to DNR, however terms and conditions of these other agreements are negotiated outside this agreement.

### V. Quality Assurance

- A. 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, or other credential requirements WSLH has agreed to.
- B. WSLH must come into timely compliance with any significant regulatory

requirements for new and expanded quality assurance efforts beyond those currently in place.

- C. Any discrepancies, negative findings, or other quality assurance failures relevant to DNR samples and tests will be reported to DNR by WSLH and DNR will have access to all public open documents generated by these regulatory processes.

## **VI. Records and Reports**

- A. The WSLH shall have available a summary of quality assurance checks performed during the quarter, including information on the test or determination.
- 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 any customer.
- C. The WSLH shall be responsible for encoding DNR-funded laboratory results and entering them into a computer system mutually agreed upon by the DNR and WSLH. The requirement is that this data can be accessed in a manner that protects the integrity and security of WSLH databases.
- D. The WSLH shall not charge the DNR Basic Agreement 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.
- E. Environmental or surveillance reports will be considered contract deliverables and they will be assessed against the agreement as they are delivered and costs are incurred.
- F. Required laboratory reports under DNR statutory authority will be provided at no charge to the agreement or separate contract.
- G. All non-emergency requests from DNR staff for non-scheduled reports of test results or financial information shall be honored by WSLH as appropriate but shall be approved by the DNR coordinator and they may be charged out to the agreement.
- H. Emergency reports under auspices of ss. 166 will be delivered per statutory requirement to DNR per order of the State Health Office or Adjutant General or designated lead agency.

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

If it becomes necessary to prioritize the order in which samples are analyzed within the lab, they shall be prioritized in the following order:

1. Public health
2. Fish kills
3. Enforcement
4. Compliance
5. Routine programs
6. Long-term projects
7. Long-term research

Any deviations from these priorities will be determined by DNR.

The DNR shall provide to the WSLH the anticipated laboratory demands for each 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, 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 analytical services for analytical effort already a part of the core of services.

## **VIII. Agreement Management**

- A. A mutually agreed to document will be signed prior to the start of each fiscal year and presented to the WSLH board for approval prior to or at the same time as their approval of the annual WSLH budget.
- B. Failure to execute an agreement prior to the start of a fiscal year may require WSLH to place a hold on expenditure of agreement funds. However, WSLH will "continue to operate" on only those samples and specimens submitted prior to the end of the fiscal year and 30 days into the new fiscal year until proper termination of service announcements can be issued to authorized submitters.
- C. Failure to reach a signed agreement may result in WSLH placing a hold on expenditures against it 30 days after the start of the new fiscal year and those funds may be designated as part of the WSLH contingency reserve for six months until a contract is executed. If after 90 days no agreement is signed, WSLH may issue a termination of service agreement to all entities. If termination occurs, all charges accumulated during this period of time will be charged against the agreement portion of WSLH as authorized by the board at the WSLH established price.
- D. If an agreement is not executed within six months WSLH may move the allocated DNR funds from its contingency fund to accounts "for general program operations of the state laboratory of hygiene".
- E. WSLH shall take all reasonable and necessary steps to support and respond to emergency requests under auspices of ss. 166 and respond within available resources to the needs of the DNR, outside of ss 166 per the request of the DNR Secretary, including but not limited to, communicable disease outbreak investigations, toxic substance exposures and other environmental emergency situations, events or occurrences which pose a threat to the public health.
- F. The DNR (or their designee) and the WSLH Director's Office (or their designee) are responsible for planning and monitoring this agreement. These parties will meet monthly or as needed to; 1) monitor the terms and conditions of this agreement, 2) Discuss and propose resolution of any and all conflicts and disputes/issues related to this agreement, 3) Review funding and utilization of services under this agreement, and 4) Plan in a timely manner for next year's agreement.
- G. The DNR may establish with the WSLH supplemental agreements, grants, and contracts 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. Supplemental agreements between the DNR and WSLH shall set forth the price, scope of work, and other deliverables; but they are outside of and not bound to the conditions of the Agreement and are developed subject to the general provision of UW-Madison.

## **IX. 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(1 3m), 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.

## **X. Amendment and Dispute Resolution**

- A. As the funds for this agreement are within the WSLH budget, but as WSLH has a statutory obligation to provide laboratory service to DNR, DNR has the right with 30 days notice to renegotiate the conditions of the basic agreement for the failure of the WSLH to comply with terms, conditions and specifications.
- B. The DNR 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. If that resolution is not possible it will be referred to adjudication under ss. 227.
- C. Disputes concerning the tests or charges or any other issues concerning that monthly statement will be addressed at a standing monthly meeting of representatives of WSLH and designated representatives of DNR.
- D. Unresolved disputes shall be referred to an adjudication officer of the state under ss. 227 for resolution of inter-governmental issues.

## **XI. Assignment**

No activities requested 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 following consultation with appropriate DNR officials and staff.

## **XII. 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 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.

### **XIII. 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.

### **XIV. Applicable Law**

This agreement and any activities authorized under this agreement shall be governed by the laws of the State of Wisconsin.

### **XV. Agreement Management**

The DNR and the WSLH shall function to jointly implement this agreement.

### **XVI. Terms of Agreement**

This agreement shall commence on July 1, 2014 and continue through June 30, 2015.



**SIGNED**

**WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

BY \_\_\_\_\_

Cathy Stepp, Secretary

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**WISCONSIN STATE LABORATORY OF HYGIENE**

BY \_\_\_\_\_

Dr. Charles Brokopp, Director

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

BY \_\_\_\_\_

Barry E. Irmén, Chair

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**Memorandum of Agreement Covering Laboratory Services Between  
The Wisconsin Department of Health Services, Division of Public Health  
and the University of Wisconsin System Board of Regents  
On behalf of the Wisconsin State Laboratory of Hygiene  
State Fiscal Year 2015**

This agreement, including addenda, appendices and exhibits which may be attached is made and entered into for the period of July 1, 2014 through June 30, 2015 by and between the University of Wisconsin System Board of Regents on behalf of the Wisconsin State Laboratory of Hygiene (hereinafter referred to as WSLH) and the Wisconsin Department of Health Services, Division of Public Health (hereinafter referred to as DHS-DPH). This agreement is hereafter referred to as the "DHS-DPH-WSLH Basic Agreement."

WHEREAS the WSLH is mandated to be operated to furnish complete laboratory services to the Department of Health Services and the Department of Natural Resources in the areas of public health, communicable diseases, water quality, and air quality, 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.*

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

**I. General Operating Principles**

- A. The WSLH agrees to manage the laboratory and the DHS-DPH 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 public health programs within DHS-DPH.
- B. The WSLH and DHS-DPH agree that a portion of WSLH's General Purpose Revenue (GPR) budget supports DHS-DPH services, including local units of government.
- C. Services to be performed by WSLH, with consideration (i.e., additional funding) from DHS-DPH shall appear in *Exhibit B* of this agreement.
- D. In addition, the DHS-DPH 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-DPH agrees to: 1) inform the WSLH

- laboratory contract administrator 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 funding 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-DPH and WSLH will each designate a laboratory contract administrator to work with each other to administer and monitor this agreement. The DHS-DPH laboratory contract administrator and the WSLH laboratory contract administrator will be named in *Exhibit E* of this agreement.
  - F. The WSLH laboratory contract administrator and the DHS-DPH laboratory contract administrator will meet as needed for the purposes of agreement management.
  - G. The DHS-DPH 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-DPH Laboratory Services**

- A. 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.
- B. The WSLH is vital to the identification and investigation of rare and unusual diseases, environmental threats, and common diseases associated with epidemics.
- C. 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.

- D. For services provided under this agreement, including fee-exempt testing and contract subsidies (*Exhibit D*), DHS-DPH will be charged the published price as listed in the fee schedule (*Exhibit A*).
- E. 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.
- F. WSLH and DHS-DPH agree that **\$3,593,352**<sup>1</sup> of the WSLH GPR and support budget is designated for support of the statutory health mission of DHS-DPH; including fee-exempt testing for local health departments.
- G. The WSLH budget designated for support of DHS-DPH testing at the WSLH shall be applied to the fee-exempt testing done on behalf of DHS-DPH and local health departments
- H. In addition to the above-specified amounts, the WSLH and DPH agree to jointly reprioritize resources and identify emergency testing capacity that may be utilized by DHS-DPH for testing. DHS-DPH 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 routine testing, research, methods development, and special studies, and that this capacity cannot be used to supplement ongoing DHS-DPH testing needs.
- I. DHS-DPH and WSLH recognize there are costs associated with maintaining the capacity to perform tests even when specimen levels decline. Both DHS-DPH and WSLH also recognize the value of maintaining the capacity to shift resources on behalf of DHS-DPH 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.
- J. If WSLH is mandated to reduce its GPR, an appropriate portion will also be deducted from the basic agreement with DHS-DPH and services appropriately reduced.
- K. DHS-DPH will determine, define and prioritize which tests are to be provided on a fee-exempt basis. This will be done through the issuance of "Fee-Exempt Testing Policies and Procedures." DHS-DPH will disseminate this information to both the WSLH and to those authorized to submit tests under this provision.

---

<sup>1</sup>For fiscal year 2015, the amount of the Department of Health Services basic agreement remains \$3,593,352, the same as fiscal year 2014.

- L. WSLH will maintain accounts for local agencies and state officials authorized by DHS-DPH 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 recorded. DHS-DPH 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-DPH will follow up with the agency and the agency will be billed for that test. The WSLH will not perform DHS-DPH fee-exempt testing for agencies or individuals not recognized and approved by DHS-DPH.
- M. WSLH will report to DHS-DPH on the amount of fee-exempt services provided. DHS-DPH will monitor the fee-exempt service levels and will assure that charges are within the amount specified for fee-exempt testing under this agreement. Fee-exempt service reports will be in the form and periodicity specified in Section IV of this agreement.

### **III. 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. 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 fees in this and future agreements between the agencies.

### **IV. 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 DHS-DPH:
  - 1. Fee-exempt testing reports for all fee-exempt accounts shall be provided on a monthly basis. The reports will be divided into separate groups including local health departments, Division of Public Health (DPH), Department of Corrections and other miscellaneous facilities. 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 month; total current year-to-date number and value of all tests performed; previous year-to-date number and value of all tests performed; and total number and dollar value of all tests done for the current month. This report shall be submitted to the DHS-DPH laboratory contract administrator no later than 30 days after the month ends.

- C. The WSLH shall provide the following diagnostic reports:
1. Results of tests provided under this agreement to the submitting local health department and, when requested, to the DHS-DPH.
  2. Routine epidemiology reports as specified in *Exhibit C*.
  3. Required laboratory reports under DHS-DPH "Reportable Diseases" statutory authority.
- D. The WSLH will provide reports of programmatic and clinical data from testing to DHS-DPH staff as shown and scheduled in *Exhibit C* of this agreement. All non-emergency requests from DHS-DPH 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 and the WSLH director's office.

**V. 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-DPH are each "an authority" and as such have obligations under the open records statutes. The existence of an agreement between the DHS-DPH 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-DPH receives a request for record created by testing and services performed under this agreement, they will provide a request to the WSLH director's office for information

**VI. Workload Priorities and Budget Management**

- A. The DPH bureau directors shall provide to the WSLH laboratory contract administrator 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 basic agreement allocation for testing services. The WSLH will notify DHS-DPH if such requests exceed the WSLH budget appropriated to support DHS-DPH services. DHS-DPH will either secure additional funding or reduce its requests. In the absence of such estimates, the WSLH will operate based on the services requested in the previous fiscal year.
- 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-DPH, 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 adequate support necessary to implement changes and provide the state-of-the-art analytical services which are a part of the basic agreement testing services.

## **VII. Agreement Management**

- A. The DHS-DPH bureau directors, the WSLH division directors and the WSLH laboratory contract administrator will be responsible for monitoring this agreement. These parties will meet as needed to:
  - 1. Schedule and plan meetings of DHS-DPH and WSLH program managers for joint program planning.
  - 2. Set agendas and hold preliminary discussions of joint planning issues, including program priorities, budget development, basic and supplemental agreement development, and program outcomes.
  - 3. Delineate issues and develop background information for meetings between the administrator of the DPH and director of the WSLH.
  - 4. Monitor all other terms and conditions of this agreement.
  - 5. Review funding and utilization of services under supplemental contracts to this agreement.
- B. The WSLH laboratory contract administrator will attend meetings of DPH bureau directors and DPH expanded management meetings 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 services that will meet the public health needs and goals of each agency, local health departments and the general public.
  - 2. Prioritizing needs 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.*

## **VIII. 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-DPH officials and staff. This paragraph specifically does not apply to the WSLH subcontracting for tests or shared services with other laboratories.
- B. No activity under this agreement nor any right or duty in whole or in part by the DHS-DPH may be assigned, delegated or subcontracted without consultation of appropriate WSLH officials and staff.

## **IX. 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 is 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 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. 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 will be settled by the state health officer and the WSLH director who will discuss the matter and reach resolution.

## **X. Indemnification**

The DHS-DPH 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.

**XI. 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.

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

- A. The DHS-DPH 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 compacts, 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-DPH and WSLH agree that their common mission and mandate includes a 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-DPH 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 WSLH testing resources to local health agencies is specifically delegated to DHS-DPH under what is termed its "gatekeeper 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 at the discretion of the WSLH director and state health officer.

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

For the common purposes and objectives described in this agreement, the DHS-DPH 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-DPH 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-MADISON**

By \_\_\_\_\_

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

Signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**WISCONSIN DEPARTMENT OF HEALTH SERVICES**

By \_\_\_\_\_

Karen D. McKeown, RN, MSN  
Administrator, Division of Public Health

Signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

By \_\_\_\_\_

Barry E. Irmén  
Chair, Wisconsin State Laboratory of Hygiene Board of Directors

Signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**FEE SCHEDULE**

The fee schedule is comprised of established WSLH list prices.

**WISCONSIN STATE LAB OF HYGIENE  
FEE STRUCTURE FISCAL YEAR 2015**

*Fees for other tests will be those approved by the WSLH Board.*

TEST NAME	TEST CODE	FEE	CPT CODE
ALT	SS02776	25.09	84460
AST	SS02775	25.09	84450
CHLAMYDIA TRACHOMATIS CULTURE	VR01502	120.00	87110
CHLAMYDIA TRACHOMATIS NAAT	SC00118	19.00	87491
CHLAMYDIA TRACHOMATIS NAAT FOR PANEL	SC00118D	19.00	87491
CHLAMYDIA TRACHOMATIS NAAT REFLEX GC	SC00119	19.00	87491
CHLAMYDIA/GC NAAT PANEL	SC00111	27.56	87491, 87591
CYTOPATHOLOGY HUMAN PAPILLOMA VIRUS TESTING	CYC94000.01	48.99	87621
ELEMENT PANEL ICP-UNDIGESTED	ICC35205.01	50.00	NO CODE
ENTEROVIRUS PCR	VR01703	175.00	87498
FLUORIDE ELECTRODE-TOTAL REC	ICC33001.01	20.00	NO CODE
GYN CYTOPATHOLOGY PROFESSIONAL FEE	CYC95000.01	21.99	88141
GYN CYTOPATHOLOGY THINPREP PAP TEST	CYC90200.01	30.50	88142
HEPATITIS A TOTAL AB	SS00036	40.00	86708
HEPATITIS B DIAGNOSTIC PANEL	SS00037	51.00	86704, 86706, 87340
HEPATITIS B SURFACE ANTIBODY	SS00045	17.00	86706
HEPATITIS C ANTIBODY EIA	SS00049	46.00	86803
HEPATITIS C PCR	SS00048	111.00	87521
HIV-1 ANTIBODY ORAL FLUID	SS00009	28.00	86701
HIV-1/2 ANTIGEN/ANTIBODY	SS00099	25.00	86703
LEAD, BLOOD-CAPILLARY	TX00468	19.95	83655
LEAD, BLOOD-VEINOUS	TX00467	19.95	83655
MYCOBACTERIOLOGY SMEAR/CULTURE	MM00250	46.00	87015, 87116, 87206
MYCOBACTERIUM TUBERCULOSIS PCR	MM00256	250.00	87556
NEISSERIA GONORRHOEAE NAAT	SC00112	19.00	87951
NEISSERIA GONORRHOEAE NAAT FOR PANEL	SC00112D	19.00	87591
NITRATE+NITRITE TOTAL REC	ICC46002.01	27.00	NO CODE
NOROVIRUS PCR	VR01717	180.00	87798, 87798
OVA & PARASITE EXAM	MP00841	60.00	87177
RABIES FA	VR01800	185.00	NO CODE
SURGICAL PATHOLOGY TISSUE BIOPSY	CYC93000.01	96.97	88305
SYPHILIS FTA-IGM	SS02022	65.00	86780
SYPHILIS TP-PA AB REFLEX	SS02013R	17.76	86780
SYPHILIS VDRL ANTIBODY	SS02017	20.00	86592
SYPHILIS VDRL CSF AB TITER	SS02018	20.00	86593
TOTAL COLIFORM BY COLILERT	WMC01250.01	27.00	NO CODE
VIRAL CULTURE	VR01510	116.00	87252

**SUPPLEMENTAL AGREEMENTS  
FY15**

PROJECT	CONTRACT NUMBER	START DATE	END DATE	ACCOUNT NAME	BILLING ACCOUNT	AWARD AMOUNT	WSLH DEPT	WSLH CONTACT	CUSTOMER CONTACT
CYTO	CARS 110128	07/01/13	06/30/14	WDHS CARS COLPOSCOPY 2014	91433	\$ 66,800.00	DPD	SMITH	M VAUGHN & J STEPHENSON
CYTO	DPHBCHP000 16 DC14	07/01/13	06/30/14	WDHS PRECONCEPTION 2014	84938	\$ 3,000.00	DPD	SMITH	K GILESPIE
ELC	FAD 40311	08/01/13	07/31/14	WDHS ELC ELR 2014	109354	\$ 100,000.00	CDD	PRIEVE	S GIBBONS-BURGENER
ELC	FAD 40342	08/01/13	07/31/14	WDHS ELC PPHF FOODBORNE 2014	109811	\$ 273,031.00	CDD	PRIEVE	S GIBBONS-BURGENER
ELC	FAD 40343	08/01/13	07/31/14	WDHS ELC LAB 2014	109810	\$ 166,315.00	CDD	PRIEVE	S GIBBONS-BURGENER
HCET	CARS 152002	01/01/14	12/31/14	WDHS CARS REPRODUCTIVE HEALTH 1 2014	62752	\$ 261,500.00	DPD	SMITH	M VAUGHN
HCET	CARS 152009	01/01/14	12/31/14	WDHS CARS MCH WOMENS REPRO HEALTH QAQI 2014	62753	\$ 115,482.00	DPD	SMITH	M VAUGHN
HCET	CARS 152015	01/01/14	12/31/14	WDHS CARS RH TRAIN TECH ASSIST 2014	62754	\$ 232,829.00	DPD	SMITH	M VAUGHN
HCET	CARS 152016	01/01/14	12/31/14	WDHS CARS RH EC FPW 2014	62755	\$ 75,000.00	DPD	SMITH	M VAUGHN
HCET	CARS 159321	01/01/14	12/31/14	WDHS CARS REPRODUCTIVE HEALTH 2 2014	62757	\$ 206,952.00	DPD	SMITH	M VAUGHN
HIV	FAD 40246	01/01/14	12/31/14	WDHS HIV 2014	108954	\$ 227,711.00	CDD	PRIEVE	K ROHDE
IISP	FAD 40168	07/31/13	06/30/14	WDHS IISP INFLUENZA AND OTHER RESPIRATORY 2014	62746	\$ 31,050.00	CDD	PRIEVE	T HAUPT
NBS	FAD 40150	07/01/13	06/30/14	WDHS NBS Congenital Coordinator HORZEWSKI 2014	FP 2888	\$ 85,699.00	DPD	BAKER	T FISCH
NBS	FAD 40151	07/01/13	06/30/14	WDHS NBS STATEWIDE GENETICS CONSULTANT KEMPF-WEIBEL 2014	FP 2887	\$ 86,519.00	DPD	BAKER	T FISCH
NBS	FAD 40397	07/01/13	06/30/14	WDHS NBS OUTREACH COORDINATOR 2015	FP 2886	\$ 40,264.00	DPD	BAKER	T FISCH
PHEP	FAD 40070	07/01/13	06/30/14	WDHS BIOLOGICAL RESPONSE 2014	84176	\$ 655,954.00	CDD	PRIEVE	S BOSTOCK
PHEP	FAD 40071	07/01/13	06/30/14	WDHS CHEM LAB LEVEL 1 2014	87748	\$ 116,644.00	EHD	STANTON	S BOSTOCK
PHEP	FAD 40139	07/01/13	06/30/14	WDHS CHEM LEVEL 1 CHEM RESP CAP 2014	87871	\$ 1,321,085.00	EHD	STANTON	L PENTONY
PHIN	FAD 40106	07/01/13	06/30/14	WDHS PHIN EHDI WETRAC IT SUP 2014	91430	\$ 119,429.00	OIS	JOHNSON	T HILTZ
PHIN	FAD 40161	07/01/13	06/30/14	WDHS PHIN PHEP IT SUP 2014	91432	\$ 244,381.00	OIS	JOHNSON	T HILTZ
PHIN	FAD 40247	07/01/13	06/30/14	WDHS PHIN WBDR 2014	108955	\$ 14,000.00	OIS	JOHNSON	T HILTZ
PHIN	FAD 40164	08/01/13	07/31/14	WDHS PHIN EPHT IT SUP 2014	91434	\$ 118,897.00	OIS	JOHNSON	T HILTZ
PHIN	FAD 40294	01/01/14	12/31/14	WDHS PHIN SPHERE 2014	108956	\$ 111,133.00	OIS	JOHNSON	T HILTZ
PHIN	FAD 40304	01/01/14	12/31/14	WDHS PHIN AVR AIDS Ehar 2014	108957	\$ 10,000.00	OIS	JOHNSON	T HILTZ
PHIN	FAD 40380	01/01/14	05/30/14	WDHS PHIN CCHD SHINE 2014	109809	\$ 33,000.00	OIS	JOHNSON	T HILTZ
RAD	FAD 40110	07/01/13	06/30/14	WDHS RADIOLOGICAL ENV MONITORING 2014	87770	\$ 107,102.00	EHD	STREBEL	P SCHMIDT
STD	FAD 40259	01/01/14	12/31/14	WDHS STD 2014	105850	\$ 49,075.00	CDD	PRIEVE	T WADE
TB	FAD 40289	01/01/14	12/31/14	WDHS TB 2014	108962	\$ 116,220.00	CDD	PRIEVE	L WILL
	FAD 40223	08/01/13	07/31/14	WDHS INFLUENZA 2014	108960	\$ 49,105.00	CDD	PRIEVE	S GIBBONS-BURGENER
	FAD 40241	08/01/13	07/31/14	WDHS NON INFLUENZA 2014	108958	\$ 90,000.00	CDD	PRIEVE	S GIBBONS-BURGENER
	FAD 40165	10/01/13	09/30/14	WDHS GREAT LAKES RESTORATION 2014	97325	\$ 25,000.00	EHD	WEBB	B THOMPSON

**REPORTS  
FY15**

<b>RECIPIENT</b>	<b>RUN BY</b>	<b>FREQUENCY</b>	<b>REPORT</b>
Casey Schumann	Beaker	Daily	ELR - Reactive HIV Multispot and HIV PCR
James Kazmierczak (WEDSS)	Beaker	Beaker Print runs (every hour from 10:30am-6pm)	ELR - Reportable Results based on State Statute
Phan – STD Program	Mary Wedig	Monthly	GC/chlamydia summary, all results (Same report to Mike Vaughn and John Pfister below)
Regional and Bureau Directors	Dave Cedergren	Monthly	Fee-exempt testing reports, summaries by account, region, etc.
Lori Amsterdam (John Pfister)	Mary Wedig	Upon request	Chlamydia and GC summaries for quality monitoring sites (FAX and ELR)
Lorna Will	Computer	FAX and ELR (Beaker Print Runs)	Positive mycobacteria copies of lab report
LHD of origin	Computer	Daily	All rabies specimens
LHD of origin (WEDSS)	Computer	Beaker Print Runs	Positive bacti enterics
Linda Ziegler (WEDSS)	Beaker	Beaker Print Runs	Positive hepatitis report
Kathleen Krchnavek (Casey Schumann)	Mary Wedig	Monthly	HIV positives from alternate sites
Patricia Voermans & James Greer	Mary Wedig	Quarterly	Hep C, HIV, GC, Hep, VDRL, Chlamydia for Department of Corrections
Jodeen Navarro	Beaker	Daily (2pm print run)	ELR - Blood lead results and demographics - all Wisconsin residents
Susan Uttech	Dave Cedergren	Monthly	Newborn screening surcharge
Fee-exempt accounts	Bethann Lesnick	Upon request	Summary Report to each F.E. account on all activities
Susann Ahrabi-Fard	PFGE Lab	Daily	Bionumerics Upload PFGE for DPH
Susann Ahrabi-Fard	Barb Rosenthal	Yearly	Streptococcus pneumo Susceptibility
Diep Hoang Johnson	Beaker	Beaker Print Runs	ELR - All bacti specimens resulting in Salmonella
Diep Hoang Johnson	Beaker	Beaker Print Runs	ELR - All Shiga-toxin specimens
Patricia Voermans	Mary Wedig	Monthly	HCV report (line list of all specimens/patients tested in an Excel file)
Tom Haupt	Automatic	Daily 2X	WNV with print runs; by DG
Traci DeSalvo	Mary Wedig / Beaker	FAX – with Beaker Print Runs	Norovirus – Beaker DPH Lookup Reports and FAX for Outbreaks
Traci DeSalvo / Rachel Klos	Beaker	Beaker Print Runs	ELR – Negative/Positive Referred Cultures
Traci DeSalvo / Rachel Klos	Beaker	Beaker Print Runs	FAX Outbreak Results with DPH Outbreak Notification
Reproductive Health Contract	Mary Wedig	Biannual	Family Planning Reports (Mike Vaughn)

RECIPIENT	RUN BY	FREQUENCY	REPORT
DPH Dept	Mary Wedig / Barb Rosenthal	As needed	Outbreaks / Clusters / Susceptibilities / Surveillance
Mike Vaughn	Information Systems	Quarterly	Pap testing summary and statistics

**Exhibit D**

**MAIN ACCOUNTS SUPPLEMENTED BY THE BASIC AGREEMENT  
FY15**

NAME	ACCOUNT #	ACCOUNT NAME	ACCOUNT TYPE
HIV Testing	1789	WDHS BA AIDS Program	BA Dept of Health Services
Infertility Prevention	2482	WDHS BA 2482	BA Family Planning
Family Planning	114303	WDHS CARS 152002 BA REPRODUCTIVE HEALTH	BA Family Planning
Environmental Health	1979	WDHS BA ENV WOHL	BA Environmental
Environmental Health	6001979	WDHS BA ENV SCIENCE SEC	BA Environmental

## ***Exhibit E***

### **WSLH DESIGNATION OF LABORATORY CONTRACT ADMINSTRATOR**

Pursuant to Section I.E. of the DHS-DPH-WSLH Basic Agreement, the WSLH hereby designates and appoints **Steve Marshall** as laboratory contract administrator. 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-DPH laboratory contract administrator.

### **DHS-DPH DESIGNATION OF LABORATORY CONTRACT ADMINSTRATOR**

Pursuant to Section I.E. of the DHS-DPH-WSLH Basic Agreement, the DHS-DPH hereby designates and appoints **Donna Moore** as laboratory contract administrator. 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.

***Exhibit F***

(Insert DPH Policy and Procedure on Fee-Exempt Testing by the WSLH)



Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**BUSINESS ITEMS**

**Item 8. STRATEGIC PLAN UPDATE**

**Description of the Item:**

Steve Marshall, Interim Deputy Director, WSLH will provide an update on the next strategic plan.

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

Receive for information.

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**BUSINESS ITEMS**

**Item 8. CONTRACTS REPORT**

**Description of the Item:**

The table on the following page contains the major grants and contracts that have been received since the last Board meeting. Dr. Brokopp or other staff will be available to provide more details on these grants and contracts.

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

There are no contracts requiring board approval.

CUSTOMER	CONTRACT NAME	START DATE	END DATE	ACCOUNT NAME	SCOPE OF WORK	AWARD AMOUNT	WSLH DEPT
OSHA	OS 25670 15 75 J 55 15P/Q	1-Oct-14	30-Sep-15	OSHA BLS CFOI 2015	Ongoing contract	19,101.00	OHSD
OSHA	OS 25670 15 75 J 55 15P/Q	1-Oct-14	30-Sep-15	OSHA BLS OSHS 2015	Ongoing contract	104,244.00	OHSD
OSHA	OSHA 21(d) Consulting FY 2015	1-Oct-14	30-Sep-15	OSHA CONSULTATION 2015	Ongoing contract	1,973,048.00	OHSD
OSHA	OSHA 21(d) Lab Testing Program FY 2015	1-Oct-14	30-Sep-15	OSHA LAB SUPPORT 2015	Ongoing contract	1,834,000.00	OHSD
OSHA/WDWD	ILCAI391539 & ILCAI391589	1-Oct-14	30-Sep-15	2015 DWD MATCH OSHA CFOI	Ongoing contract	19,101.00	OHSD
OSHA/WDWD	ILCAI391539 & ILCAI391589	1-Oct-14	30-Sep-15	2015 DWD MATCH OSHA OSHS	Ongoing contract	143,819.00	OHSD
WDNR	NME00000015	1-Jul-14	30-Jun-15	WDNR WM011 MILWAUKEE AOC WATERFOWL	Ongoing WDNR contract testing	40,828.80	EHD
WDNR	NME00000108	1-Jul-14	30-Jun-15	WDNR AM163 PHOTO ASSESS	Ongoing WDNR contract testing	41,827.43	EHD
WDNR	NME00000110	1-Jul-14	30-Jun-15	WDNR AM164 HORICON AIR TOXIC	Ongoing WDNR contract testing	73,222.58	EHD
WDNR	NME00000061	1-Jul-14	30-Jun-15	WDNR RR046 REMEDIATION AND REDEVELOPMENT 2015	Ongoing WDNR contract testing	20,000.00	EHD
WDNR	NME00000106	1-Jul-14	30-Jun-15	WDNR WA061 MINING (change to FLAMBEAU MINE) 2015	Ongoing WDNR contract testing	3,995.50	EHD
WDNR	NME00000107	1-Jul-14	30-Jun-15	WDNR WA060 HAZARDOUS WASTE LAB SERVICES 2015	Ongoing WDNR contract testing	10,000.00	EHD
WDNR	NME00000111	1-Jul-14	30-Jun-15	WDNR AM162 URBAN AIR TOXIC	Ongoing WDNR contract testing	42,447.43	EHD
WDNR	NME00000112	1-Jul-14	30-Jun-15	WDNR AM161 HI-VOL FILTERS AND PM10 2015	Ongoing WDNR contract testing	7,344.00	EHD
WDNR	NME00000114	1-Jul-14	30-Jun-15	WDNR ST009 SOURCE TRACKING SAMPLES 2015	Ongoing WDNR contract testing	12,000.00	EHD
WDNR	NME00000189	1-Jul-14	30-Jun-15	WDNR SH019 CITIZEN LAKE MONITORING NETWORK 2015	Ongoing WDNR contract testing	73,892.00	EHD
WDNR	NME00000190	1-Jul-14	30-Jun-15	WDNR NL095 BIOMONITORING LAB SUPPORT 2015	Ongoing WDNR contract testing	36,000.00	EHD
WDNR	NME00000191	1-Jul-14	30-Jun-15	WDNR NL096 BEACH SAMPLE SHIPMENT 2015	Ongoing WDNR contract testing	7,000.00	EHD
WDNR	NME00000232	1-Jul-14	30-Jun-15	WDNR GL027 KEWAUNEE STATION	Ongoing WDNR contract testing	2,471.28	EHD
WDNR	NME00000233	1-Jul-14	30-Jun-15	WDNR GL026 LAKE MICHIGAN PHOSPHORUS LOADING STUDIES 2015	Ongoing WDNR contract testing	8,096.08	EHD
WDNR	NME00000234	1-Jul-14	30-Jun-15	WDNR GL028 LAKE SUPERIOR PHOSPHORUS LOADING STUDIES 2015	Ongoing WDNR contract testing	10,477.28	EHD
WDNR	NME00000315	1-Jul-14	30-Jun-15	WDNR AS012 AQUATIC INVASIVE SPECIES (PLANNING GRANT) 2015	Ongoing WDNR contract testing	19,056.86	EHD
WDNR	NME00000316	1-Jul-14	30-Jun-15	WDNR LM021 LAKE MANAGEMENT GRANT	Ongoing WDNR contract testing	25,189.71	EHD
WDNR	NME00000317	1-Jul-14	30-Jun-15	WDNR CF017 LAKE PROTECTION GRANTS 2015	Ongoing WDNR contract testing	5,340.89	EHD
WDNR	NME00000319	1-Jul-14	30-Jun-15	WDNR MR047 MISSISSIPPI SEDIMENT TRAP 2015	Ongoing WDNR contract testing	3,405.44	EHD
WDNR	NME00000319	1-Jul-14	30-Jun-15	WDNR NP022 NON-POINT EVALUATION MONITORING (USGS only) 2015	Ongoing WDNR contract testing	89,500.00	EHD

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**BUSINESS ITEMS**

**Item 9. DIRECTOR'S REPORT**

- A. FY15 Meeting Calendar**
- B. Public or Environmental Health Incidents of Educational Interest**
- C. Water Systems Report**
- D. Darryll Farmer Resignation Recognition**
- E. Carrie Lewis Board Appointment22**

**WISCONSIN STATE LABORATORY OF HYGIENE  
BOARD OF DIRECTORS  
FY15 MEETING CALENDAR**

<p><b>November 4, 2014</b> 1:00p.m. – 4:00p.m. Wisconsin State Laboratory of Hygiene 2601 Agriculture Drive, Madison, Wisconsin</p>	<p><b>February 10, 2015</b> 1:00p.m. – 4:00p.m. Wisconsin State Laboratory of Hygiene 2601 Agriculture Drive, Madison, Wisconsin</p>
<ul style="list-style-type: none"> <li>■ Present FY15 1<sup>st</sup> quarter report</li> <li>■ Present annual strategic plan update</li> </ul>	<ul style="list-style-type: none"> <li>■ Present FY15 2<sup>nd</sup> quarter report</li> <li>■ Review meeting dates for year</li> </ul>
<p><b>April 21, 2015</b> 1:00p.m. – 4:00p.m. Wisconsin State Laboratory of Hygiene 2601 Agriculture Drive, Madison, Wisconsin</p>	<p><b>June 23, 2015</b> 1:00p.m. – 4:00p.m. Wisconsin State Laboratory of Hygiene 2601 Agriculture Drive, Madison, Wisconsin</p>
<ul style="list-style-type: none"> <li>■</li> </ul>	<ul style="list-style-type: none"> <li>■ Approve FY16 budget</li> <li>■ Approve FY16 basic agreements</li> </ul>

## Report to the Wisconsin State Laboratory of Hygiene Board

### Representative Public or Environmental Health Incidents of Educational Interest For the Period June 4 – August 1, 2014

Approx. Date	Agent or Event Name	Description	Current Status
<b>OUTBREAKS and INCIDENTS</b>			
March 2014	Mumps	The mumps outbreak in Wisconsin that started in March continues. As of 7/21/14, there are 56 cases of mumps in Wisconsin, with 57% of current cases associated with a university (UW-Madison, UW-Milwaukee, UW-La Crosse, Marquette University and Carroll University). The WSLH is conducting weekend mumps testing as needed, as well the usual Monday-Friday testing load.	Ongoing
June 2014	Microbial Source Tracking	The WSLH Water Microbiology section was contacted by WI DNR to perform testing related to concerns about a waste hauler dumping potential human sewage near a garden market. The WSLH is performing Microbial Source Tracking testing on samples.	Ongoing
June 2014	<i>Haemophilus influenzae</i>	At the request of a medical examiner's office in eastern WI, the WSLH performed testing on specimens from a deceased patient. The ME initially suspected <i>N. meningitidis</i> based on symptoms but test results were negative. Testing results were positive for <i>H. influenzae</i> Type F.	Closed
June 2014	<i>C. botulinum</i>	The WSLH coordinated shipment of patient specimens from an ill child to the Minnesota State Public Health Laboratory for <i>C. botulinum</i> testing. Test results were positive for botulism toxin B and the child was treated with anti-toxin and is doing well. Source of the botulism may never be known. The Minnesota State Public Health Laboratory is the regional center for botulism testing.	Closed
<b>RECENT EVENTS and FINDINGS</b>			
June 11, 2014	Wisconsin Clinical	The WSLH presented an audio conference entitled " <i>Laboratory Detection and Reporting of</i>	Complete

	Laboratory Network - Communicable Disease Division	<i>Streptococcus agalactiae</i> ". Erik Munson, Ph.D., Technical Director at Wheaton Franciscan Laboratory in Milwaukee, WI discussed screening strategies for <i>Streptococcus agalactiae</i> , which is an etiological agent of neonatal sepsis, meningitis and pneumonia in newborns. Dr. Munson also discussed improvements in laboratory diagnosis of this organism. Roughly 114 clinical laboratorians participated in the live audio conference. The audio conference is available on the WSLH archived past training events webpage for those who were unable to attend the live audio conference.	
June 12, 2014	American Water Works Association (AWWA) Conference Presentation	Dr. Sharon Long presented a paper titled "Challenges for Water Quality from Hydraulic Fracturing: From sand mining to water reuse" at the 2014 American Water Works Association Annual Conference and Exposition in Boston, MA. The speakers in the session were asked to develop manuscripts for a special issue of <i>The Journal of the American Water Works Association</i> scheduled for publication at the end of the year.	Ongoing
June 12, 2014	24 <sup>th</sup> annual Wisconsin Virology Conference	The WSLH sponsored the 24 <sup>th</sup> annual Wisconsin Virology Conference in Madison. This year's event had 51 attendees from 22 different hospital/clinics and public health agencies from across Wisconsin. Participants included public health agency staff, clinicians, lab directors and clinical laboratory scientists. Presenters included staff from the WDPH, WSLH, UW Family Medicine, Gunderson Health System and Dynacare Labs. Topics included the re-emergence of vaccine preventable diseases, new developments in tickborne disease diagnostic assays, HIV testing algorithms and respiratory virus surveillance activities.	Complete
July 2014	CAP House of Delegates	Dr. Dan. Kurtycz has been elected to the College of American Pathologists (CAP) House of Delegates (HOD).  According to the CAP website, "the role of the CAP HOD is to 'Be the Customer' and ensure that College policies and initiatives meet the needs of our nearly 18, 000 members we represent."	Ongoing
July 2014	AWWA -- Emerging Public Health Issues Linked to	Becky Hoffman was an invited participant at an American Water Works Association-sponsored meeting to develop action items needed to address emerging health issues related to drinking water.	Completed

	Drinking Water	Twenty-five participants representing EPA, CDC, water utilities, universities and consulting agencies were invited and attended.	
July 14, 2014	AWWA Committee Appointment	Dr. Sharon Long was appointed Chair to the Standards Committee on Wastewater – Biosolids within the Standards Council of the American Water Works Association. The committee will prepare an international standard of practice regarding the use of biosolids as a soil amendment.	Ongoing
July 17, 2014	BLS/OSH	WSLH BLS/OSH unit completed the annual Survey of Occupational Injuries and Illnesses (SOII) for Wisconsin with the highest response rate in US: 98.3%. The national average response: 89.1%. Data will be released end of Oct. 2014.	Data collection Complete; Data review Ongoing
July 21, 2014	Waterborne Pathogens Webinar	Dr. Sharon Long presented a webinar titled “Waterborne Pathogens: Issues from fields to table” to the International Association for Food Protection. It was attended by approximately 30 individuals globally including the US, Canada and Israel.	Complete
July 24, 2014	Wisconsin Clinical Laboratory Network - Communicable Disease Division	The WSLH presented its annual Gram Stain Workshop in Pewaukee, WI at the Waukesha County Technical College. Nineteen laboratorians attended the hands-on wet workshop to refresh their skills in performing a gram stain. The ½ day workshop provided inexperienced laboratory microbiologists, as well as generalists who work infrequently in microbiology, with an opportunity to learn more about performing and reporting gram stain results to provide optimal value for the clinician. Erin Bowles, Julie Tans-Kersten and Ann Valley from the WSLH CDD and Richard Dern, former microbiology Supervisor at St. Mary’s Hospital in Madison, WI served as faculty for the workshop.	Complete
July 25, 2014	UW-Madison Engineering Summer Program Tour and Lecture	More than 30 participants and counselors from the UW-Madison Engineering Summer Program (ESP) toured the WSLH Environmental Health Division labs and heard a talk about WSLH water research.  ESP is a six-week residential program for students who will be high school juniors or seniors in the	Complete



		<p>upcoming school year and are interested in majoring in engineering in college. The ESP Program is targeted to high school students from groups traditionally under-represented in the STEM (science, technology, engineering, mathematics) field.</p> <p>This year's program had a water theme, so the WSLH was contacted about hosting a tour and talk.</p> <p>The visit was arranged by Jan Klawitter and Dr. Curt Hedman (who also gave the water research talk).</p> <p>Tour guides in each lab were Camille Turcotte (Enviro. Toxicology), Jeremy Olstadt (Water Microbiology), Susan Percy (Radiochemistry), Noel Stanton and Matt Roach (Organic Chemistry &amp; Chemical Emergency Response), Dr. Pat Gorski (Inorganic Chemistry) and DeWayne Kennedy-Parker (Metals).</p> <p>Feedback from the visit was excellent. The WSLH may become an annual visit for the ESP program.</p>	
July 29, 2014	WisCon Onsite Safety & Health Consultation Program	The implementation of a rooftop guardrail instead of a more cumbersome fall protection system at the renovation of an Eau Claire hospital is saving time and money while improving the safety of workers on the project. WisCon is part of an OSHA Strategic Partnership with Sacred Heart Hospital and The Samuels Group. WisCon Safety Consultant Daryl Iverson encouraged the contractors on the project to adopt the guardrail as a best practice. This success story is being submitted to the national OSHA office by the Eau Claire OSHA office.	Complete
August 1, 2014	BLS/OSH	WSLH BLS/OSH unit completed the annual Census of Fatal Occupational Injuries (CFOI) for Wisconsin. Preliminary numbers will be released late September.	Data collection Complete; Data review Ongoing

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
August 19<sup>th</sup>, 2014

**Report to the  
Wisconsin State Laboratory of Hygiene Board  
Water Systems Tests by the WSLH  
For the period June 30 – July 31, 2014**

Number of systems on a boil water notice	83
Number of water systems tested	3015
Percent of systems on a boil water notice	2.8%
Number of boil water notices for <u>municipal community water</u> systems.	2
Number of boil water notices for <u>other than a municipal community water</u> system	2
Number of boil water notices for <u>non-transient, non-community</u> water systems.	4
Number of boil water notices for <u>transient water systems</u> .	75

	# of systems tested by SLH				# of Boil Water Notices			
	MC	OC	NN	TN	MC	OC	NN	TN
Adams	3	1	0	7	0	0	0	1
Ashland	3	0	0	9	2	0	0	0
Barron	2	1	6	71	0	0	0	0
Bayfield	2	1	0	1	0	0	0	0
Brown	9	1	1	11	0	0	0	0
Buffalo	3	0	1	3	0	0	0	0
Burnett	0	1	0	57	0	0	0	1
Calumet	7	1	2	3	0	0	0	0
Chippewa	1	1	1	30	0	0	0	3
Clark	7	1	4	10	0	0	0	0
Columbia	10	4	5	8	0	0	0	1
Crawford	5	1	0	4	0	0	0	0
Dane	33	8	10	26	0	0	0	3
Dodge	16	1	8	15	0	0	0	1
Door	3	1	4	236	0	0	0	4
Douglas	0	0	0	3	0	0	0	0
Dunn	1	2	0	0	0	0	0	0
Eau Claire	0	4	6	0	0	0	1	0
Florence	1	0	0	6	0	0	0	0
Fond Du Lac	8	9	1	0	0	0	0	0
Forest	3	0	0	7	0	0	0	1
Grant	13	5	3	8	0	0	0	0
Green	7	1	1	5	0	0	0	0
Green Lake	5	1	2	15	0	0	0	0
Iowa	8	1	4	8	0	1	0	2
Iron	5	0	0	5	0	0	0	1
Jackson	2	0	1	10	0	0	0	0
Jefferson	6	4	5	16	0	0	0	1
Juneau	10	3	2	9	0	0	0	3
Kenosha	0	11	8	0	0	0	0	0
Kewaunee	3	0	2	8	0	0	0	0
La Crosse	0	1	5	1	0	0	0	0
Lafayette	6	0	0	6	0	0	0	1
Langlade	1	0	0	19	0	0	0	0
Lincoln	3	0	0	0	0	0	0	0
Manitowoc	6	3	6	7	0	0	0	0
Marathon	3	0	2	2	0	0	1	0
Marinette	7	1	2	25	0	0	0	1
Marquette	1	1	2	18	0	0	0	0
Menominee	0	0	0	0	0	0	0	0
Milwaukee	2	2	1	1	0	0	0	0
Monroe	6	2	2	24	0	0	0	1
Oconto	5	3	2	26	0	0	0	1
Oneida	1	5	2	25	0	0	0	0
Outagamie	9	0	2	6	0	0	0	0
Ozaukee	1	1	12	68	0	0	0	2
Pepin	0	0	1	0	0	0	0	0
Pierce	2	0	4	21	0	0	0	1
Polk	1	0	0	19	0	0	0	1
Portage	4	4	1	0	0	0	0	0
Price	3	1	1	1	0	0	0	1
Racine	1	1	14	8	0	0	0	0
Richland	6	0	5	1	0	0	0	0
Rock	7	4	7	14	0	0	1	1
Rusk	2	1	1	0	0	0	0	0
Sauk	10	0	1	9	0	0	0	4
Sawyer	2	0	2	0	0	0	0	0
Shawano	9	0	0	18	0	0	0	0
Sheboygan	8	0	7	8	0	0	0	0
St. Croix	2	1	2	61	0	0	0	4
Taylor	1	0	0	1	0	0	0	0
Trempealeau	7	1	1	5	0	0	0	2
Unknown	0	0	0	0	0	0	0	0
Vernon	4	0	0	8	0	0	0	0
Vilas	3	6	1	32	0	0	0	0
Walworth	2	3	5	0	0	0	0	0
Washburn	1	0	0	0	0	0	0	0
Washington	1	6	4	2	0	0	0	0
Waukesha	4	4	8	0	0	0	0	0
Waupaca	7	2	1	8	0	0	0	0
Waushara	4	1	4	54	0	0	0	0
Winnebago	4	0	0	0	0	0	0	0
Wood	5	1	3	2	0	0	0	0

## June 2014

### 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.

	# of systems tested by SLH				# of Boil Water Notices			
	MC	OC	NN	TN	MC	OC	NN	TN
Adams	3	1	0	4	0	0	0	0
Ashland	3	0	1	2	0	0	0	0
Barron	2	1	5	42	0	0	0	1
Bayfield	2	1	2	0	0	0	0	0
Brown	9	0	0	13	0	0	0	0
Buffalo	3	0	0	1	0	0	0	0
Burnett	0	0	1	4	0	0	0	0
Calumet	7	1	1	3	0	0	0	0
Chippewa	1	2	0	33	0	0	0	1
Clark	6	1	5	13	0	0	0	2
Columbia	10	4	5	11	0	0	0	0
Crawford	5	0	0	2	0	0	0	0
Dane	33	10	8	43	0	0	0	1
Dodge	16	2	4	4	0	0	0	0
Door	3	1	1	104	0	0	0	6
Douglas	0	0	0	0	0	0	0	0
Dunn	1	0	0	66	0	0	0	3
Eau Claire	0	0	2	0	0	0	0	0
Florence	1	0	0	4	0	0	0	0
Fond Du Lac	8	3	2	0	0	0	0	0
Forest	4	0	0	3	0	0	0	0
Grant	13	3	3	9	0	0	0	0
Green	7	0	2	2	0	0	0	0
Green Lake	5	1	1	4	0	0	0	0
Iowa	7	1	2	24	0	1	0	0
Iron	5	0	0	5	0	0	0	0
Jackson	3	0	1	2	0	0	0	0
Jefferson	6	3	0	12	0	0	0	2
Juneau	10	4	0	8	0	0	0	1
Kenosha	0	8	10	0	0	0	0	0
Kewaunee	3	0	1	1	0	0	0	0
La Crosse	0	2	2	1	0	0	0	0
Lafayette	6	0	0	3	0	0	0	1
Langlade	1	1	0	6	0	0	0	0
Lincoln	3	0	1	1	0	0	0	0
Manitowoc	6	2	3	18	0	0	0	0
Marathon	3	1	2	0	0	0	0	0
Marinette	7	1	2	12	0	0	0	0
Marquette	1	0	2	20	0	0	0	0
Menominee	0	0	0	0	0	0	0	0
Milwaukee	2	2	1	0	0	0	0	0
Monroe	6	2	0	4	0	0	0	1
Oconto	5	2	0	14	0	0	0	1
Oneida	1	3	3	0	0	0	0	0
Outagamie	9	0	1	2	0	0	0	0
Ozaukee	1	1	4	42	0	0	0	5
Pepin	0	0	0	11	0	0	0	0
Pierce	2	1	4	4	0	0	0	1
Polk	1	0	0	1	0	0	0	1
Portage	4	1	4	0	0	0	0	0
Price	3	0	0	1	0	0	0	1
Racine	1	2	7	7	0	0	0	0
Richland	6	0	0	6	0	0	0	0
Rock	7	4	7	17	0	0	1	1
Rusk	2	0	0	0	0	0	0	0
Sauk	10	0	4	18	0	0	0	1
Sawyer	2	1	1	4	0	0	0	0
Shawano	9	0	1	13	0	0	0	0
Sheboygan	8	1	0	2	0	0	0	1
St. Croix	2	2	1	17	0	0	0	0
Taylor	2	0	0	1	0	0	0	0
Trempealeau	6	1	1	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0
Vernon	4	0	0	5	0	0	0	0
Vilas	3	3	0	56	0	0	0	2
Walworth	2	3	0	0	0	0	0	0
Washburn	1	1	1	2	0	0	0	0
Washington	1	6	3	0	0	0	0	0
Waukesha	4	4	9	18	0	0	0	0
Waupaca	6	1	0	0	0	0	0	0
Waushara	4	1	0	12	0	0	0	0
Winnebago	4	1	2	0	0	0	0	0
Wood	5	3	4	0	0	0	0	0

## July 2014

### 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.