

**Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013
Madison, Wisconsin**

DATE: June 11, 2013

TO: Interim Chancellor David Ward, 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
Jeffery Kindrai, Chair
Barry Irmen, Vice-Chair
Darryll Farmer, Member
Dr. Robert Corliss, Member

Ron Arneson, DNR Alternate
Sandra Breitborde, DHS Alternate
Scott Hildebrand, UW-Madison Alternate
Steven Sobek, DATCP Alternate
Camille Turcotte, DNR Alternate

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



RE: Wisconsin State Laboratory of Hygiene Board of Directors Meeting
2601 Agriculture Drive – Board Room
June 18, 2013
1:00p.m. — 4:00p.m.

C: Terry Burk
Mike Cavanagh
Cynda DeMontigny
Janeen Eisenman
Kristine Hansbery
Linda Johnson
Jan Klawitter
Dr. Daniel Kurtycz
Dr. Jennifer Laffin
Steve Marshall
Dr. Peter Shult
James Sterk
Steve Strebel
David Webb

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

Tuesday, June 18, 2013

1:00p.m. – 4:00p.m.

MEETING LOCATION

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

Notice is hereby given that the Wisconsin State Laboratory of Hygiene Board of Directors will convene at 1:00p.m. on Tuesday, June 18th, 2013 at the Wisconsin State Laboratory of Hygiene, 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
June 11, 2013

**Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18th, 2013
1:00p.m. – 4:00p.m.
2601 Agriculture Drive
Madison, Wisconsin**

AGENDA

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**Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18th, 2013**

PROCEDURAL ITEMS

Item 1. APPROVAL OF MINUTES

Description of Item:

The draft minutes of the April 16th, 2013 board meeting are submitted for approval.

Suggested Board Action:

Motion: Approve the draft minutes of the April 16th, 2013 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/board/meetings/index.php>.

Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013

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
June 18, 2013**

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) 262-3911. The subject or subjects to be discussed must be identified.

- (4) The Wisconsin State Laboratory of Hygiene "Guidelines for Citizen Participation in WSLH Board Meetings" are published on 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) 262-3911
Email: charles.brokopp@slh.wisc.edu

Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013

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
June 18, 2013**

BUSINESS ITEMS

Item 5. SCIENTIFIC PRESENTATIONS

- A) Janeen Eisenman, Safety Consultation, WSLH, gives presentation on the partnership between OSHA and Miron Construction in completing the Lambeau Field remodel.

- B) Dr. Jennifer Laffin, Director of Cytogenetics, WSLH, gives an update on our CoreLab/Molecular Pathology at the WSLH.

Suggested Board Action:

Receive for information.

Staff Recommendations and Comments:

Receive for information.

**Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013**

BUSINESS ITEMS

Item 6. FISCAL YEAR 2014 BUDGET

Description of the Item:

WSLH budget authority rests with the board. Each year WSLH presents the budget to the board prior to the beginning of the state fiscal year (July 1) for their approval.

Suggested Board Action:

Approve the Fiscal Year 2014 budget.

**Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013**

**WISCONSIN STATE LABORATORY OF HYGIENE
STATEMENT OF INCOME
For the period July 1, 2012 through April 30, 2013**

	FY 13 APPROVED ANNUAL BUDGET	FY13 YEAR- TO- DATE BUDGET	FY13 YEAR-TO- DATE ACTUAL	VARIANCE Over/(Under)	VARIANC E % of BUDGET
SUPPORT AND REVENUE					
Laboratory Services Revenues (Note 3)					
Agency	\$ 5,731,290	\$ 4,809,772	\$ 5,629,132	\$ 819,360	17.0%
Nonagency	20,437,546	16,977,604	17,294,991	317,387	1.9%
GPR Funding	10,110,459	8,430,385	8,092,040	(338,345)	-4.0%
OWI Fund Revenues	1,619,200	1,398,579	965,970	(432,609)	-30.9%
Grant Funding	5,099,505	4,294,965	4,703,856	408,891	9.5%
Interest Income	2,000	1,660	12,071	10,411	627.2%
TOTAL SUPPORT AND REVENUE	43,000,000	35,912,965	36,698,060	785,095	2.2%
EXPENSES					
Salaries	18,696,257	15,541,407	13,895,978	(1,645,429)	-10.6%
Fringe Benefits	7,783,353	6,771,546	5,510,140	(1,261,406)	-18.6%
Supplies & Services	11,429,278	9,446,094	11,626,060	2,179,966	23.1%
Transfer Overhead to UW	781,923	635,976	740,265	104,289	16.4%
Building Rent	1,975,311	1,646,093	1,650,139	4,046	0.2%
Depreciation	1,878,185	1,556,821	1,548,350	(8,471)	-0.5%
Bad Debt Expense	42,000	35,000	602,585	567,585	1621.7%
Interest Expense	13,693	13,493	7,065	(6,428)	-47.6%
TOTAL EXPENSES	42,600,000	35,646,430	35,580,582	(65,848)	-0.2%
NET OPERATING INCOME OR (LOSS)	\$ 400,000	\$ 266,535	\$ 1,117,478	\$ 850,943	

**Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013**

**WISCONSIN STATE LABORATORY OF HYGIENE
COMPARATIVE INCOME STATEMENT
For the 10 months ended April 30, 2013 and April 30, 2012**

	10 Months Actual FY13	10 Months Actual FY12	Variance Over/(Under)	Percentage Change
SUPPORT AND REVENUE				
Laboratory Services Revenues (Note 3)				
Agency	\$ 5,629,132	\$ 5,478,426	\$ 150,706	2.8%
Nonagency	17,294,991	17,062,200	232,791	1.4%
GPR Funding	8,092,040	8,272,921	(180,881)	-2.2%
OWI Fund Revenues	965,970	1,142,483	(176,513)	-15.4%
Grant Funding	4,703,856	5,046,493	(342,637)	-6.8%
UW Program Revenue Assessment	-	131,400	(131,400)	-100.0%
Interest Income	12,071	7,315	4,756	65.0%
TOTAL SUPPORT AND REVENUE	36,698,060	37,141,238	(443,178)	-1.2%
EXPENSES				
Salaries	13,895,978	14,269,577	(373,599)	-2.6%
Fringe Benefits	5,510,140	5,859,983	(349,843)	-6.0%
Supplies & Services	11,626,060	10,792,287	833,773	7.7%
Transfer Overhead to UW	740,265	766,406	(26,141)	-3.4%
Building Rent	1,650,139	1,679,927	(29,788)	-1.8%
Depreciation	1,548,350	1,426,467	121,883	8.5%
Bad Debt Expense	602,585	35,000	567,585	1621.7%
Interest Expense	7,065	7,977	(912)	-11.4%
TOTAL EXPENSES	35,580,582	34,837,624	742,958	2.1%
NET OPERATING INCOME OR (LOSS)	\$ 1,117,478	\$ 2,303,614	\$ (1,186,136)	

WISCONSIN STATE LABORATORY OF HYGIENE
COMPARATIVE BALANCE SHEET
As of April 30, 2013 and June 30, 2012

ASSETS

	April 30, 2013	June 30, 2012
CURRENT ASSETS		
Cash	\$ 8,827,729	\$ 6,725,373
Cash-restricted-newborn screening surcharge	1,633,479	1,230,632
Net accounts receivables (Note 2)	6,169,139	7,388,699
Other receivables	799,933	1,056,862
Inventories	68,809	36,293
Prepaid expenses	214,779	190,359
Total current assets	17,713,868	16,628,218
EQUIPMENT AND BUILDING IMPROVEMENTS		
Equipment	25,848,143	23,425,391
Building improvements	5,616,318	5,616,318
	31,464,461	29,041,709
Less accumulated depreciation	(22,201,251)	(20,688,265)
Total net fixed assets	9,263,210	8,353,444
Total Assets	\$ 26,977,078	\$ 24,981,662

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Salaries payable	\$ 113,940	\$ 461,947
Accounts payable	947,791	602,295
Accounts payable, Milw Hlth Dept	-	1,308
Newborn screening surcharge payable	1,633,479	1,230,632
Accrued expenses	60,013	147,968
Current obligations under capital leases	57,527	55,565
Notes Payable - current	153,338	219,574
Proficiency testing deferred revenue	2,224,049	1,659,814
Newborn screening deferred revenue	2,019,742	1,895,312
Compensated Absences (Note 5)	682,778	762,027
Total current liabilities	7,892,657	7,036,442

LONG TERM DEBT

Obligations under capital leases	29,629	87,155
Compensated Absences (Note 5)	1,261,718	1,350,063
Total long term debt	1,291,347	1,437,218
Total Liabilities	9,184,004	8,473,660

EQUITY

Retained earnings-restricted (Note 4)		
Operating contingency	2,078,669	1,980,467
Total restricted retained earnings	2,078,669	1,980,467
Net Operating Income or (Loss)	1,117,478	3,959,454
Retained earnings-unrestricted	9,192,549	5,163,703
Contributed capital	5,404,378	5,404,378
Total unrestricted retained earnings	15,714,405	14,527,535
Total Equity	17,793,074	16,508,002
Total Liabilities and Equity	\$ 26,977,078	\$ 24,981,662

Contingency Funding	9,821,211	9,591,776
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WISCONSIN STATE LABORATORY OF HYGIENE
STATEMENT OF CASH FLOWS
For the Period July 1, 2012 through April 30, 2013

CASH FLOWS FROM OPERATING ACTIVITIES

Net income	\$ 1,117,478
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	1,548,350
Changes in working capital components:	
Decrease in net accounts receivables	1,219,560
Decrease in other receivables	256,929
(Increase) in inventories	(32,516)
(Increase) in prepaid expenses	(24,420)
(Decrease) in salaries payable	(348,007)
Increase in accounts payable	345,496
(Decrease) in payable, Milw Hlth Dept	(1,308)
Increase in newborn screening surcharge payable	402,847
(Decrease) in accrued expenses	(87,955)
Increase in current obligations under capital leases	1,962
(Decrease) in notes payable - current	(66,236)
Increase in proficiency testing deferred revenue	564,235
Increase in newborn screen deferred revenue	124,430
	<hr/>
Net cash provided (used) in operating activities	5,020,845

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of equipment and physical plant improvements	<u>(2,458,116)</u>
Net cash (used in) investing activities	<u>(2,458,116)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Principal payment on Capital Lease	<u>(57,526)</u>
Net cash provided (used in) financing activities	<u>(57,526)</u>

Net increase (decrease) in cash 2,505,203

Cash:

Beginning	<u>7,956,005</u>
Ending	<u>\$ 10,461,208</u>

WISCONSIN STATE LABORATORY OF HYGIENE
NOTES TO THE FINANCIAL STATEMENTS
For the period July 1, 2012 through April 30, 2013

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 2012-2013 operating budget amounts were approved by the WSLH Board on June 19, 2012.

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 April 30, 2013 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 April 30, 2013 and June 30, 2012 are as follows:

<u>2012</u>	<u>April 30, 2013</u>	<u>June 30,</u>
Accounts Receivable Total	\$6,703,349	\$7,484,523
Allowance for bad debt	<u>(534,210)</u>	<u>(95,824)</u>
Net Receivables	\$6,169,139	\$7,388,699

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 recomputed 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 net working capital is greater than the contingency fund restriction. As of April 30, 2013 net working capital (current assets less current liabilities) was \$9,821,211 thereby meeting the target contingency reserve requirement of \$2,078,669.

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:

	<u>TOTAL</u>	<u>VACATION</u>	<u>PERS HOL</u>	<u>LEGAL HOL</u>	<u>COMP TIME</u>	<u>SABBATICAL</u>
Current	\$682,778	\$400,759	\$90,751	\$13,312	\$2,360	\$175,596
Long-term	1,261,718	0	0	0	0	1,261,718
	\$1,944,496	\$400,759	\$90,751	\$13,312	\$2,360	\$1,437,314

Wisconsin State Laboratory of Hygiene
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Working Capital

	April 2013	June 2012
Total Current Assets	\$17,713,868	\$16,628,218
Less: Total Current Liabilities	7,892,657	7,036,442
Total: Working Capital	9,821,211	9,591,776
Less: Operating Contingency	2,078,669	1,980,467
Available Working Capital	\$7,742,542	\$7,611,309

**Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013**

Fiscal Year 2014 Budget			
State Laboratory of Hygiene			
Twelve Months ending June 30, 2014			
	Fiscal Year 2013 Budget	Fiscal Year 2014 Budget	Increase/ (Decrease)
Support and Revenue			
Agency	\$5,731,290	\$6,527,860	\$796,570
Nonagency	20,437,546	20,160,470	(277,076)
GPR Funding	10,110,459	10,682,523	572,064
OWI Funding	1,619,200	1,619,200	0
Grant Funding	5,099,505	5,931,539	832,034
Interest Income	2,000	6,000	4,000
Total Support and Revenue	43,000,000	44,927,592	1,927,592
Expenses			
Salaries and Fringe Benefits	26,479,611	26,233,582	(246,029)
Supplies and Services	13,404,588	14,931,826	1,527,238
Transfer-Ovrhead Allow-133&144	781,923	811,416	29,493
Depreciation	1,878,185	1,802,434	(75,751)
Bad Debt Expense	42,000	60,000	18,000
Interest Expense	13,693	7,200	(6,493)
Total Expenses	42,600,000	43,846,459	1,246,458
Net Operating Income or (Loss)	\$400,000	\$1,081,133	\$681,134

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Fiscal Year 2014 Budget							
State Laboratory of Hygiene							
Twelve Months ending June 30, 2014							
Support and Revenue	WSLH	Disease Prevention Division	Environmental Health Division	Occupational Health Division	Laboratory Improvement Division	Communicable Diseases Division	Administrative Services
Agency	\$6,527,860	\$999,994	\$2,625,103	\$100,000	\$9,500	\$1,756,756	\$1,036,507
Nonagency	20,160,470	8,509,996	1,930,206	2,242,000	3,951,755	3,526,513	
GPR Funding	10,682,523	1,267,905	4,701,864	276,709	23,300	4,256,136	156,609
OWI Funding	1,619,200	0	1,619,200	0	0	0	
Grant Funding	5,931,539	50,324	1,223,698	3,942,998	0	0	714,519
Interest Income	6,000	0	0	0	0	0	6,000
Total Support and Revenue	44,927,592	10,828,219	12,100,071	6,561,707	3,984,555	9,539,405	1,913,635
Expenses							
Salaries and Fringe Benefits	26,233,582	5,157,308	6,378,099	3,868,869	1,119,107	4,232,041	5,478,159
Supplies and Services	14,931,826	3,548,392	3,222,359	1,404,446	1,790,090	2,670,800	2,295,741
Transfer-Ovrhead Allow-133&144	811,416	13,321	74,283	723,812	0	0	0
Depreciation	1,802,434	533,354	701,986	186,925	0	194,804	185,365
Bad Debt Expense	60,000	20,000	0	20,000	20,000	0	0
Interest Expense	7,200	0	6,000	0	0	0	1,200
Total Expenses	43,846,459	9,272,374	10,382,726	6,204,053	2,929,197	7,097,644	7,960,465
Net Operating Income or (Loss)	\$1,081,133	\$1,555,845	\$1,717,345	\$357,654	\$1,055,358	\$2,441,761	(\$6,046,830)

Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
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BUSINESS ITEMS

Item 7. WSLH/DATCP CO-LOCATED LABORATORY UPDATE

Description of the Item:

Terry Burk, Project Manager, will present an update on the construction of the WSLH/DATCP co-located laboratory.

Suggested Board Action:

Receive for information.

Staff Recommendations and Comments:

Receive for information.



**Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013**

BUSINESS ITEMS

Item 8. NBS TASK FORCE UPDATE

Description of the Item:

Karen McKeown, DHS, gives an update on the newborn screening task force.

Suggested Board Action:

Receive for information and provide input.

Staff Recommendations and Comments:

Receive for information.

**Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013**

BUSINESS ITEMS

Item 9. APPROVE DNR/DHS BASIC AGREEMENTS

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 2014**

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 2014 (FY14) 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, 2013 through June 30, 2014 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.*
- D. 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 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 \$2,662,224 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.
5. 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.
6. 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.
7. 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.
8. 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.

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

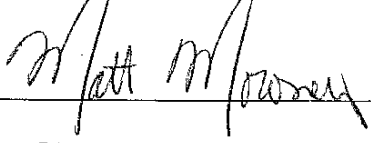
The DNR and the WSLH shall function to jointly implement this agreement.

XVI. Terms of Agreement

This agreement shall commence on July 1, 2013 and continue through June 30, 2014.

SIGNED

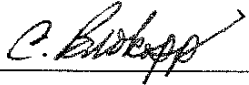
WISCONSIN DEPARTMENT OF NATURAL RESOURCES

BY 

Cathy Stepp, Secretary

Signed this 3 day of June, 2013

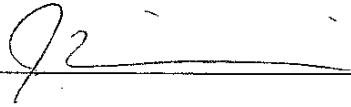
WISCONSIN STATE LABORATORY OF HYGIENE

BY 

Dr. Charles Brokopp, Director

Signed this 7 day of June, 2013

WISCONSIN STATE LABORATORY OF HYGIENE BOARD OF DIRECTORS

BY 

Jeffery Kindrai, Chair

Signed this 18 day of June, 2013

**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**

This agreement, including addenda, appendices and exhibits which may be attached is made and entered into for the period of July 1, 2013 through June 30, 2014 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**¹ 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.
- 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

¹For fiscal year 2014, the amount of the Department of Health Services basic agreement is remains \$3,593,352, the same as fiscal year 2013.

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 VII 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 quarterly 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 quarter; 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 quarter. This report shall be submitted to the DHS-DPH laboratory contract administrator no later than 30 days after the quarter ends with the exception of the 4th quarter, which shall be submitted no later than 60 days after the quarter 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-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 Wisconsin State Laboratory of Hygiene.
 - 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

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

Signed in duplicate this 11 day of June, 2013

WISCONSIN DEPARTMENT OF HEALTH SERVICES

By Karen D. McKeown

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

Signed in duplicate this 11 day of June, 2013

FEE SCHEDULE

The fee schedule is comprised of established WSLH list prices. **No change in list prices for fiscal year 2014.**

WISCONSIN STATE LAB OF HYGIENE

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	15.12	87491
CHLAMYDIA TRACHOMATIS NAAT FOR PANEL	SC00118D	13.78	87491
CHLAMYDIA TRACHOMATIS NAAT REFLEX GC	SC00119	15.12	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	13.78	87951
NEISSERIA GONORRHOEAE NAAT FOR PANEL	SC00112D	13.78	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

FEE STRUCTURE FISCAL YEAR 2014

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

Exhibit B

SUPPLEMENTAL AGREEMENTS (To be updated for fiscal year 2014)

CONTRACT NAME	CONTACT PERSON	PERIOD COVERED	AMOUNT
Infertility Prevention, Chlamydia and Gonorrhea	Lori Amsterdam	01/01/14 – 12/31/14	\$98,149
AIDS/HIV Counseling and Testing Services	Jim Vergeront	01/01/13 – 12/31/13	\$217,820
Letter of Understanding between the WSLH, the Wisconsin Family Planning and Reproductive Health Association, Inc., and the Division of Public Health	Mike Vaughn	07/01/96 – Indefinite	Ongoing
Family Planning Agreement	Mike Vaughn	07/01/13 – 12/31/13	\$130,750
Radiation Laboratory Services	Paul Schmidt	07/01/13 – 06/30/14	\$107,102
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) - Prevention and Public Health Fund	Susann Ahrabi-Fard	8/1/12 - 7/31/13	\$546,161
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) - Program Components	Susann Ahrabi-Fard	1/1/13 - 12/31/13	\$30,709
Bioterrorism Preparedness and Response	Billee Bayou	07/01/13 – 06/30/14	Strictly done by PO
Public Health Information Network	Terry Hiltz	07/1/13 – 06/30/14	\$640,000
Harmful Algal Blooms	Mark Werner	07/1/13 – 09/29/13	\$9,743
Environmental Health Tracking	Mark Werner	7/1/13 – 7/31/13	Done by PO

Exhibit C

**REPORTS
(To be updated for fiscal year 2014)**

RECIPIENT	RUN BY	FREQUENCY	REPORT
Cindy Paulson	Barb Rosenthal	Weekly	Reactive Western Blot, P24 PCR QPCR
James Kazmierczak	Barb Rosenthal	Weekly	Reportable conditions from management reports, excludes mycobacteria, HIV CD4, PT specimens, and hepatitis
Phan – STD Program	Mary Wedig	Monthly	GC/chlamydia summary, all results
Regional and Bureau Directors	Bethann Lesnick	Monthly	Fee-exempt testing reports, summaries by account, region, etc.
Lori Amsterdam	Carol Wiegert	Upon request	Chlamydia and GC summaries for quality monitoring sites
Tanya Oemig	Computer	Daily	Positive mycobacteria copies of lab report
LHD of origin	Computer	Daily	All rabies specimens
LHD of origin	Computer	Daily	Positive bacti enterics
Linda Ziegler	Barb Rosenthal	Monthly	Positive hepatitis report
Kathleen Krchnavek	Sherry Buechner	Weekly	HIV positives from alternate sites
Kathleen Krchnavek	Mary Wedig	Monthly	HIV antibody disk summary report
Kathleen Krchnavek	Mary Wedig	Monthly	HIV alternate site (99ALT) disk
Patricia Voermans & James Greer	Mary Wedig	Quarterly	Hep C, HIV, GC, Hep, VDRL, Chlamydia for Department of Corrections
Jodeen Navarro and Sara Ishado	Tracy Fritsch	Weekly	Blood lead results and demographics - all Wisconsin residents, Tox staff do this.
Linda Ziegler	Barb Rosenthal	Monthly	BESTD hepatitis report
Susan Uttech	Dave Cedergren	Monthly	Newborn screening surcharge
Local Health Depts.	Lynn West	Quarterly	Groundwater testing fee-exempt
Fee-exempt accounts	A/R Dennis Josi	Monthly	Summary Report to each F.E. account on all activities
Susann Ahrabi-Fard	Barb Rosenthal	Biweekly	PFGE for DPH
Diep Hoang Johnson	Barb Rosenthal	Biweekly	All bacti specimens resulting in Salmonella
Diep Hoang Johnson	Barb Rosenthal	Biweekly	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	Monthly	Norovirus
Reproductive Health Contract			Has reports (Mike Vaughn) Judy Goeble is revising.

RECIPIENT	RUN BY	FREQUENCY	REPORT
Mike Vaughn	DPHIS	Quarterly	Pap testing summary and statistics

Exhibit D

**CONTRACTS SUPPLEMENTED BY THE BASIC AGREEMENT
(To be updated for fiscal year 2014)**

RESOLUTE ACCOUNT #	CONTRACT NAME	BEAKER ACCOUNT #	BEAKER ACCOUNT NAME	BEAKER ACCOUNT TYPE
1789	HIV Testing	1789	WI DPH BA AIDS Program	BA Dept of Health Services
2482	Infertility Prevention	2482	Dept of Health Services	BA Family Planning
3938	Prenatal Panels	3938	Prenatal Hepatitis B	WI Dept of Health Services
3040	Childhood Lead Testing			
4303	Family Planning	114303	State of WI Dept of Health Services	BA Family Planning
1979	Environmental Health	1979	WI DPH BA ENV WOHL	BA Environmental
6001979	Environmental Health	6001979	WI DPH BA ENV SCIENCE SEC	BA Environmental

WSLH DESIGNATION OF LABORATORY CONTRACT ADMINSTRATOR

Pursuant to Section I.E. of the DHS-DPH-WSLH Basic Agreement, the WSLH hereby designates and appoints **Michele Smith** 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.

Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013

BUSINESS ITEMS

Item 10. CONTRACTS REPORT

Description of the Item:

The table below 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.

January 2013

GRANTOR	CONTRACT NAME	START DATE	END DATE	SCOPE OF WORK	REVENUE
APHL	56400 200 602 13 04	11/06/12	06/30/13	VPD	\$ 245,500.00
APHL	56400 200 039 13 06	09/27/12	06/15/13	CLIA TRAINING	\$ 15,000.00
OSHA	2012 CONTRACT	10/01/12	09/30/13	OSHA WFD 2012	\$ 157,665.00
Wisconsin Dept of Health Services	FAC 30087	10/01/12	09/30/13	FISH TISSUE	\$ 197,350.00
Wisconsin Dept of Health Services	FAC 30076	08/01/12	07/31/13	ADDITIONAL TESTING	\$ 8,000.00
Wisconsin Dept of Health Services	FAC 30077	06/01/12	05/31/13	INFLUENZA AND OTHER RESPIRATORY	\$ 60,966.00
Wisconsin Dept of Health Services	FAC 30090	07/01/12	06/30/13	RADIOACTIVE ENVIRONMENTAL	\$ 114,994.00
Wisconsin Dept of Health Services	FAC 30193	07/01/12	06/30/13	WE-TRAC EHDI PHIN	\$ 142,358.00
Wisconsin Dept of Health Services	FAC 30234	09/30/12	09/29/13	PHIN AVR PHINEX WPHII	\$ 19,930.00
Wisconsin Dept of Health Services	FAC 30268	08/01/12	07/31/13	PHIN EPHT AVR	\$ 112,782.00
Wisconsin Dept of Health Services	FAC 30269	07/01/12	06/30/13	PHIN PHEP	\$ 198,000.00
Wisconsin Dept of Health Services	FAC 30278	01/01/13	12/31/13	STD Program Testing	\$ 98,149.00

April 2013

GRANTOR	CONTRACT NAME	START DATE	END DATE	SCOPE OF WORK	REVENUE
CH2MHILL	951076	12/01/12	05/31/13	AIRPORT COOPERATIVE RESEARCH (TESTING)	\$ 6,229.60
APHL	56400 200 621 13 27	02/18/13	06/30/13	2013 INFLUENZA rRT-PCR	\$ 30,000.00
APHL	56400 200 621 13 22	01/25/13	03/01/13	VIIA7 PHASE 1B STUDY SERVICES	\$ 50,000.00
WDHS HCET	MOU 2012	01/01/12	12/31/12	COLPOSCOPY LIBRARY AND HISTOLOGY	\$ 5,094.00
WDNR	NMC00000435	07/01/12	06/30/13	URBAN ROAD SALT PROJECT	\$ 3,840.00
WDNR	NMC00000748	07/01/12	06/30/13	MOLYBDENUM AND BORAN IN SE WI WELLS	\$ 3,244.70
WDNR	NMC00000329	07/01/12	06/30/14	TREE SWALLOWS	\$ 15,210.69
WDNR	WT166	03/20/13	12/31/13	NATIONAL STREAMS SURVEY	\$ 30,000.00
WDNR	GL019	03/20/13	09/30/13	CAT ISLAND CHAIN PROJECT	\$ 1,700.00
WDNR	WT167	03/15/13	06/30/13	PARTAGE CANAL SEDIMENT	\$ 8,000.00
WDNR	NMC00000820	07/01/12	06/30/13	BEACH SAMPLE SHIPMENTS	\$ 10,000.00
WDNR	NMC00000308	07/01/12	06/30/13	PM 2.5 PARTICULATE MONITORING	\$ 64,944.00
WDNR	NMC00000812	05/01/13	06/30/13	PHOSPHORUS IN MILWAUKEE AOC	\$ 2,548.80
WDNR	NMC00000794	07/01/12	06/30/13	PLEASANT VALLEY WATERSHED	\$ 9,750.00
NATURE CONSERVANCY	20121030152444	10/01/12	09/30/13	WISC BUFFER INIATIVE	\$ 17,008.00
NATURE CONSERVANCY	20120912161009	10/01/12	12/01/13	SOIL SAMPLES	\$ 4,035.00
NATURE CONSERVANCY	20120817080105	09/01/12	09/30/13	WISC BUFFER INIATIVE B	\$ 16,038.00
SANDIA	1012514 10	01/01/13	12/31/13	2013 WOHL	\$ 439,000.00
SAIC	10134877	02/05/13	10/31/13	EXTENTION	\$ -

June 2013

GRANTOR	CONTRACT NAME	START DATE	END DATE	SCOPE OF WORK	REVENUE
LOYOLA UNIVERSITY	2013/2014	06/01/13	05/31/14	STUDENT EXCHANGE	N/A
USEPA	EP 12 B 000022	03/02/12	03/01/13	GENERAL PO CLOSE	N/A
WDHS	2013 HABS	06/01/13	09/29/13	HARMFUL ALGAL BLOOM TESTING 2013	\$ 9,743.40
WDHS	FAC 30365	01/01/13	12/31/13	HIV TESTING	\$ 217,820.00
WDHS	FAC 30361	10/01/12	09/29/13	PHIN/SHERE	\$ 111,133.00
AIHA LAP,LLC	2013 2014 ACCREDITATION	01/01/13	12/31/14	ACCREDISATION	N/A
SCS	25 02200A	06/01/13	05/31/14	GENERAL PO TESTING WOHL	\$ 60,000.00
WDHS	CARS 152002	01/01/13	12/31/13	REPRODUCTIVE HEALTH 1	\$ 261,500.00
WDHS	CARS 152009	01/01/13	12/31/13	MCH WOMENS REPRO HEALTH QA/QI	\$ 115,482.00
WDHS	CARS 152015	01/01/13	12/31/13	RH TRAIN TECH ASSIST	\$ 232,829.00
WDHS	CARS 152016	01/01/13	12/31/13	RH EC FPW SUPPORT	\$ 75,000.00
WDHS	CARS 159321	01/01/13	12/31/13	REPRODUCTIVE HEALTH 2	\$ 206,952.00

Wisconsin State Laboratory of Hygiene
Board of Directors Meeting
June 18, 2013

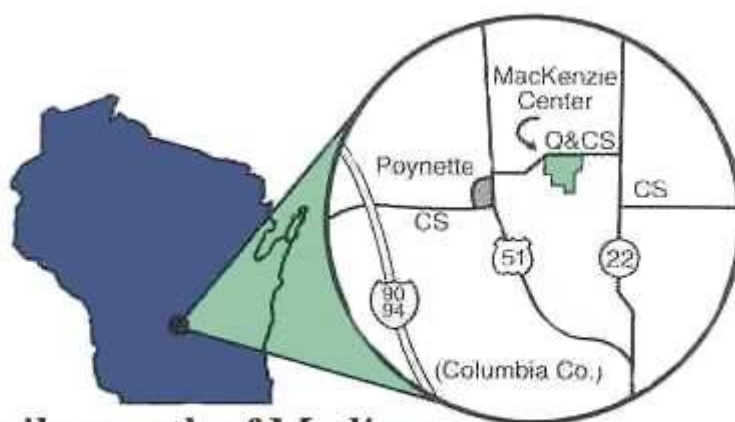
BUSINESS ITEMS

Item 11. DIRECTOR'S REPORT

- A. August 20th Meeting Location**
- B. Public or Environmental Health Incidents of Educational Interest**
- C. Water Systems Report**
- D. EPA Certificate of Appreciation**
- E. Board Membership**
- F. Lab Matters Articles**

**WISCONSIN STATE LABORATORY OF HYGIENE
BOARD OF DIRECTORS
2013 MEETING CALENDAR**

<p align="center">August 20, 2013 11:00 a.m. – 4:00 p.m. MacKenzie Environmental Education Center W7303 County Road CS & Q Poynette, WI 53955</p>	<p align="center">November 5, 2013 1:00p.m. – 4:00p.m. Wisconsin State Laboratory of Hygiene 2601 Agriculture Drive, Madison, Wisconsin</p>
<ul style="list-style-type: none"> ■ Present FY13 year-end closeout report ■ Presentation/Tour of MacKenzie Environmental Education Center 	<ul style="list-style-type: none"> ■ Present FY14 1st quarter report ■ Present annual strategic plan update



**25 miles north of Madison
in Columbia County**

<http://www.mackenziecenter.com/directions.php>

Report to the Wisconsin State Laboratory of Hygiene Board

Representative Public or Environmental Health Incidents of Educational Interest For the Period March 30 – May 31, 2013

Approx. Date	Agent or Event Name	Description	Current Status
OUTBREAKS and INCIDENTS			
April 2013	Influenza – suspected Influenza A H7N9	<p>Per Wisconsin’s enhanced influenza surveillance protocol, the WSLH performed testing on two patients who each had traveled to Asia and upon returning developed influenza-like symptoms. Specifically, WI DPH wanted to rule out the new influenza A H7N9 strain. Neither patient had this new strain – one patient was positive for seasonal Influenza A H3N2 and the other patient was negative for influenza.</p> <p>The WSLH will be receiving from CDC the H7N9 molecular assay test the week of May 13th and will have it validated the week of May 20th.</p>	Completed
May 2013	New Delhi Metallobetalactamase-1 (NDM-1) producing E. coli (multi-drug resistant organism)	A patient in SE Wisconsin was being treated for a different reason and testing found patient was positive for NDM-1 producing E. coli. WSLH performed confirmatory testing. Patient was asymptomatic for the E. coli infection but had recently traveled to India. There was no transmission of the NDM-1 E. coli to other people. NDM-1 E. coli is resistant to most antibiotics.	Completed
May 2013	Measles	<p>The WSLH performed measles diagnostic testing and genotyping on specimens from several North Carolina patients as part our designation by CDC as a Vaccine Preventable Disease Reference Center Laboratory. Some patients tested positive for measles and others negative. None of the patients had been vaccinated with the MMR vaccine.</p> <p>As part of the VPD program, we also tested a patient specimen from West Virginia for measles and rubella. The test result was negative for both diseases.</p>	Completed
Starting the week of May 6, 2013	TB	Working with Sheboygan County Health Dept., WI DPH and others to respond to an outbreak of TB in Sheboygan. As of May 31st, there are 8 active TB cases. All are part of an extended family group. Contact investigation includes elementary, middle, and high schools in Sheboygan. Active case identification continues as well as clinical and laboratory	Ongoing

		confirmation, so numbers of TB disease, TB infection, and contacts under investigation will continue to fluctuate.	
RECENT EVENTS and FINDINGS			
April 2013	Wisconsin Safety Conference Exhibit	BLS/OSH unit exhibited at the Safety Conference at Wisconsin Dells. Spoke to hundreds of attendees and disseminated industry- specific injury and fatality data and analysis.	Completed
April 2013	WCMEA conference presentation	Rebecca Adams co-presented with Dr. Brokopp at the Wisconsin Medical Examiner’s conference in Kenosha. Gave an overview of the Work Fatality Census and how instrumental CMEs are to the Census, by identifying cases and giving pertinent details.	Completed
April 5-9, 2013	Chem Emergency Response (CER) Surge Exercise	The CER program successfully completed an emergency response exercise involving a scenario of widespread exposure to beryllium (Be). 500 urine specimens were received on April 9, tested for Be concentration, and reported in a span 13 hours. Both time to completion and quality of results compared favorably with the performance of the other nine network laboratories nationally.	Completed
April 10, 2013	Wisconsin Clinical Laboratory Network -- Communicable Disease Division	The WSLH presented an audio conference entitled “ <i>Quality Assurance Planning: A Practical Approach to Quality Management Systems</i> ”. John Shalkham, Director of the WSLH Office of Quality Assurance, presented an overview of quality assurance planning and provided definitions of some terms commonly used in discussing quality management principles. Roughly 211 clinical laboratorians participated in the live audio conference, which was recommended as an introduction to the “Providing Quality Laboratory Services” workshop on May 1, 2013. The audio conference has been posted in the WSLH archived past events for those who were unable to attend the live audio conference	Completed
April 16 and 18, 2013	Wisconsin Clinical Laboratory Network -- Communicable Disease Division	The WSLH hosted two free workshops provided by APHL/NLTN on “ <i>Packaging and Shipping Division 6.2 Materials</i> ”. This training is a required component for laboratorians who must be certified in Packaging and Shipping. Dr. Pat Payne of JBM Associate, Inc. provided training on Department of Transportation (DOT), International Air Transport Association (IATA), and U.S. Postal Service	Completed

		regulations that laboratories must adhere to when packaging and shipping infectious substances. The workshop on April 16, 2013 was held at Oconomowoc Memorial Hospital in Oconomowoc, WI and was attended by 22 clinical and public health laboratorians. The workshop on April 18, 2013 was held at Aspirus Wausau Hospital in Wausau, WI and was attended by 24 clinical and public health laboratorians. All who attended the workshop left feeling confident in their ability to package and ship infectious substances correctly.	
April-May, 2013	Chem Emergency Response (CER)	The CER program, under contract to CDC, generated blood trace element reference materials for LRN-C network laboratories. Aliquots at three concentration levels will be shipped to 45 laboratories, and provide a consistent blood trace element QC source for 3-5 years.	In progress
April 25, 2013	ASCLS-WI Meeting Middleton, WI	Tim Monson, Erik Reisdorf and Julie Tans-Kersten presented WSLH Case Studies.	Completed
May 2013	Molecular Genetics Fellowship	<p>The University of Wisconsin (UW) Department of Pediatrics, in partnership with the UW Department of Pathology and Laboratory Medicine, has received accreditation by the American Board of Medical Genetics (ABMG) for an inter-institutional post-doctoral fellowship in Clinical Molecular Genetics.</p> <p>Under the technical direction of Jennifer Laffin, PhD, FACMG, director, UW Cytogenetic Services Laboratory, Wisconsin State Laboratory of Hygiene, and assistant professor, SMPH Department of Pediatrics, the program highlights collaboration between the UW; PreventionGenetics, Inc., in Marshfield; and the Blood Center of Wisconsin in Milwaukee. It offers a comprehensive, post-doctoral training program in a wide range of molecular diagnostic techniques.</p> <p>This fellowship program joins the UW's ABMG fellowship programs in Clinical Genetics, Biochemical Genetics and Cytogenetics. The new program is one of 38 clinical molecular genetics programs in the U.S. and makes the UW-Madison one of 27 institutions offering a full menu of clinical laboratory genetics specializations.</p>	Applications due May 15, 2013
May 1, 2013	Wisconsin Clinical Laboratory Network --	The WSLH received a CLIA educational grant through APHL to host a workshop and purchase resource documents for WI clinical laboratorians on the subject of quality management. On May 1st,	Completed

	Communicable Disease Division	113 clinical laboratorians gathered at the Wintergreen Resort and Conference Center in Wisconsin Dells for the “ <i>Providing Quality Laboratory Services</i> ” workshop. Topics of discussion ranged from Validation/Verification, Quality Assurance, Quality Control, Continuous Quality Improvement and Proficiency Testing to Training and Competency Assessment. Those in attendance had a full day of learning through lecture and discussion. Evaluations for the workshop were very complimentary, with many laboratorians noting ideas that they planned to take home and implement in their own laboratories.	
May 2013	OSHA Award	OSHA awarded Wisconsin BLS/OSH Unit the “Circle of Excellence Award” for superior performance for the OSHA Data Initiative Collection from 2007-2011.	Awarded

**Report to the
Wisconsin State Laboratory of Hygiene Board
Water Systems Tests by the WSLH
For the period March 31 – May 31, 2013**

March 31 – May 31, 2013	
Number of systems on a boil water notice	26
Number of water systems tested	4389
Percent of systems on a boil water notice	0.6%
Number of boil water notices for <u>municipal community water</u> systems.	0
Number of boil water notices for <u>other than a municipal community water</u> system	4
Number of boil water notices for <u>non-transient, non-community</u> water systems.	1
Number of boil water notices for <u>transient water systems</u> .	21

	# of systems tested by SLH				# of Boil Water Notices			
	MC	OC	NN	TN	MC	OC	NN	TN
Adams	4	1	0	0	0	0	0	0
Ashland	3	0	0	0	0	0	0	0
Barron	2	1	4	0	0	0	0	0
Bayfield	3	1	0	0	0	0	0	0
Brown	10	1	0	9	0	0	0	0
Buffalo	3	0	4	0	0	0	0	0
Burnett	0	1	0	0	0	0	0	0
Calumet	8	2	2	3	0	0	0	0
Chippewa	1	1	3	3	0	0	0	0
Clark	7	1	4	0	0	0	0	0
Columbia	10	6	7	9	0	0	0	0
Crawford	7	1	0	1	0	0	0	0
Dane	33	13	12	29	0	0	0	0
Dodge	16	3	12	9	0	0	0	0
Door	3	2	4	120	0	0	0	1
Douglas	0	0	1	10	0	0	0	0
Dunn	1	2	0	0	0	0	0	0
Eau Claire	0	3	7	0	0	0	0	0
Florence	1	0	0	2	0	0	0	0
Fond Du Lac	8	0	3	6	0	0	0	0
Forest	4	0	0	0	0	0	0	0
Grant	15	4	3	12	0	0	0	0
Green	8	1	1	2	0	0	0	0
Green Lake	5	0	3	4	0	0	0	0
Iowa	9	2	4	7	0	0	0	0
Iron	5	0	0	2	0	0	0	0
Jackson	3	0	3	7	0	0	0	0
Jefferson	6	4	3	30	0	0	0	0
Juneau	9	1	3	3	0	0	0	0
Kenosha	0	13	13	4	0	0	0	0
Kewaunee	3	0	3	0	0	0	0	0
La Crosse	0	3	6	1	0	0	0	0
Lafayette	7	0	0	4	0	0	0	0
Langlade	1	0	0	1	0	0	0	0
Lincoln	3	0	0	0	0	0	0	0
Manitowoc	6	3	8	5	0	0	0	0
Marathon	3	2	6	1	0	0	0	0
Marinette	7	1	0	11	0	0	0	0
Marquette	1	3	3	7	0	0	0	0
Menominee	0	0	0	0	0	0	0	0
Milwaukee	2	2	1	48	0	0	0	0
Monroe	6	3	1	1	0	0	0	0
Oconto	5	3	1	12	0	0	0	0
Oneida	1	4	3	4	0	0	0	0
Outagamie	9	0	3	5	0	0	0	0
Ozaukee	2	8	13	5	0	0	0	0
Pepin	0	0	1	0	0	0	0	0
Pierce	2	0	4	0	0	0	0	0
Polk	3	0	0	1	0	0	0	0
Portage	4	4	3	2	0	0	0	0
Price	3	0	2	0	0	0	0	0
Racine	1	2	14	10	0	0	0	0
Richland	6	0	3	5	0	0	0	0
Rock	7	10	9	12	0	0	0	0
Rusk	2	2	1	0	0	0	0	0
Sauk	12	2	2	1	0	1	0	0
Sawyer	3	1	2	0	0	0	0	0
Shawano	9	0	0	7	0	0	0	0
Sheboygan	8	1	8	6	0	0	0	2
St. Croix	2	5	2	0	0	0	0	0
Taylor	2	0	0	0	0	0	0	0
Trempealeau	7	2	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0
Vernon	4	1	0	4	0	0	0	0
Vilas	3	3	2	3	0	0	0	0
Walworth	4	2	5	14	0	0	0	0
Washburn	1	0	0	5	0	0	0	0
Washington	2	6	8	41	0	0	0	1
Waukesha	4	4	5	13	0	0	0	0
Waupaca	8	2	3	0	0	0	0	0
Waushara	4	2	5	11	0	0	0	0
Winnebago	4	1	1	0	0	0	0	0
Wood	5	1	3	0	0	0	0	0

March 2013

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	0	0	2	0	0	0	0
Ashland	3	0	1	1	0	0	0	0
Barron	2	0	4	0	0	0	0	0
Bayfield	3	1	2	1	0	0	0	0
Brown	10	0	1	11	0	0	0	0
Buffalo	3	0	1	0	0	0	0	0
Burnett	0	0	2	14	0	0	0	1
Calumet	8	1	1	2	0	0	0	0
Chippewa	1	3	0	12	0	0	0	0
Clark	7	0	3	5	0	0	0	0
Columbia	10	2	8	14	0	0	0	0
Crawford	6	0	0	6	0	0	0	0
Dane	33	8	7	55	0	0	0	1
Dodge	16	0	8	10	0	0	0	0
Door	3	2	3	73	0	1	0	0
Douglas	0	0	1	0	0	0	0	0
Dunn	1	1	0	0	0	0	0	0
Eau Claire	0	2	0	0	0	0	0	0
Florence	1	0	1	4	0	0	0	0
Fond Du Lac	8	2	3	1	0	0	0	0
Forest	3	0	0	0	0	0	0	0
Grant	13	3	3	12	0	0	0	0
Green	8	0	2	13	0	0	0	1
Green Lake	5	1	2	6	0	0	0	0
Iowa	9	0	2	14	0	0	0	0
Iron	5	0	0	1	0	0	0	0
Jackson	3	0	1	2	0	0	0	0
Jefferson	6	3	3	29	0	0	0	0
Juneau	9	4	0	6	0	0	0	0
Kenosha	0	8	6	1	0	0	0	0
Kewaunee	3	1	2	7	0	0	0	0
La Crosse	0	3	0	1	0	1	0	0
Lafayette	7	0	0	9	0	0	0	0
Langlade	1	1	3	4	0	0	0	0
Lincoln	3	0	0	0	0	0	0	0
Manitowoc	6	3	2	15	0	0	0	0
Marathon	3	1	2	0	0	0	0	0
Marquette	7	1	1	19	0	0	0	0
Marquette	1	0	4	17	0	0	0	1
Menominee	0	0	0	0	0	0	0	0
Milwaukee	2	3	5	18	0	0	0	1
Monroe	6	2	1	8	0	0	0	0
Oconto	5	3	1	16	0	0	0	0
Oneida	1	3	1	0	0	0	0	0
Outagamie	9	0	2	7	0	0	0	0
Ozaukee	2	6	7	34	0	0	0	0
Pepin	0	1	2	3	0	0	0	0
Pierce	2	1	2	0	0	0	0	0
Polk	3	0	0	5	0	0	0	0
Portage	4	0	6	0	0	0	0	0
Price	3	1	0	0	0	0	0	0
Racine	1	3	7	25	0	0	0	0
Richland	6	0	3	6	0	0	0	0
Rock	7	5	8	14	0	0	0	0
Rusk	2	0	0	0	0	0	0	0
Sauk	12	5	4	7	0	0	0	0
Sawyer	3	0	1	0	0	0	0	0
Shawano	9	0	0	16	0	0	0	0
Sheboygan	7	1	1	2	0	0	0	0
St. Croix	2	6	2	0	0	0	0	0
Taylor	2	1	1	0	0	0	0	0
Trempealeau	7	1	0	1	0	0	0	0
Unknown	0	0	0	0	0	0	0	0
Vernon	4	0	2	0	0	0	0	0
Vilas	3	6	0	1	0	0	0	0
Walworth	4	2	4	11	0	0	0	0
Washburn	1	1	1	6	0	0	0	0
Washington	2	5	2	29	0	0	0	1
Waukesha	4	3	17	20	0	0	0	0
Waupaca	7	0	3	0	0	0	0	0
Waushara	4	0	1	23	0	0	0	0
Winnebago	4	0	2	0	0	0	0	0
Wood	5	4	4	0	0	0	0	0

April 2013

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.

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	# of systems tested by SLH				# of Boil Water Notices			
	MC	OC	NN	TN	MC	OC	NN	TN
Adams	3	1	0	3	0	0	0	0
Ashland	3	0	1	11	0	0	0	0
Barron	2	1	1	42	0	0	0	0
Bayfield	3	1	0	0	0	0	0	0
Brown	10	0	4	15	0	0	0	0
Buffalo	3	0	3	5	0	0	0	0
Burnett	0	0	0	41	0	0	0	0
Calumet	8	2	1	6	0	0	0	0
Chippewa	1	1	0	22	0	0	0	0
Clark	7	1	1	7	0	0	0	0
Columbia	10	2	3	30	0	0	0	0
Crawford	7	0	0	17	0	0	0	0
Dane	33	5	7	61	0	0	0	1
Dodge	16	2	9	24	0	0	0	0
Door	3	2	2	94	0	0	0	1
Douglas	0	0	1	2	0	0	0	0
Dunn	1	1	0	5	0	0	0	0
Eau Claire	0	3	2	0	0	0	0	0
Florence	1	0	0	11	0	0	0	0
Fond Du Lac	8	1	2	19	0	0	0	0
Forest	4	0	0	5	0	0	0	0
Grant	13	4	0	17	0	0	0	0
Green	8	0	3	7	0	0	0	0
Green Lake	5	0	0	21	0	0	0	0
Iowa	9	0	1	26	0	0	0	0
Iron	5	0	0	19	0	0	0	0
Jackson	3	0	2	2	0	0	0	0
Jefferson	6	3	6	46	0	0	0	1
Juneau	9	1	2	6	0	0	0	0
Kenosha	0	11	6	0	0	0	0	0
Kewaunee	3	0	4	11	0	0	0	0
La Crosse	0	2	1	2	0	0	0	0
Lafayette	6	0	0	10	0	0	0	0
Langlade	1	0	0	17	0	0	0	0
Lincoln	3	0	0	4	0	0	0	0
Manitowoc	6	3	7	21	0	0	0	0
Marathon	3	0	3	0	0	0	0	0
Marinette	7	1	2	54	0	0	0	0
Marquette	1	0	3	35	0	0	0	1
Menominee	0	0	0	0	0	0	0	0
Milwaukee	2	2	0	8	0	0	0	0
Monroe	6	3	2	10	0	0	0	0
Oconto	5	2	2	37	0	0	0	0
Oneida	1	3	0	3	0	0	0	0
Outagamie	9	0	1	14	0	0	0	0
Ozaukee	2	7	17	69	0	0	0	1
Pepin	0	0	0	3	0	0	0	0
Pierce	2	0	3	52	0	0	0	0
Polk	3	0	0	25	0	0	0	1
Portage	4	1	3	0	0	0	1	0
Price	3	0	1	3	0	0	0	0
Racine	1	0	9	24	0	0	0	0
Richland	6	0	2	3	0	0	0	0
Rock	7	6	5	45	0	0	0	0
Rusk	2	0	0	1	0	0	0	0
Sauk	12	2	3	12	0	1	0	0
Sawyer	3	1	0	5	0	0	0	1
Shawano	9	1	2	20	0	0	0	0
Sheboygan	8	1	2	13	0	0	0	0
St. Croix	2	4	2	36	0	0	0	1
Taylor	1	0	0	3	0	0	0	0
Trempealeau	7	2	1	1	0	0	0	0
Unknown	0	0	0	0	0	0	0	0
Vernon	4	1	0	16	0	0	0	0
Vilas	3	1	0	11	0	0	0	0
Walworth	4	1	5	52	0	0	0	3
Washburn	1	0	0	21	0	0	0	0
Washington	2	6	4	21	0	0	0	0
Waukesha	5	4	7	4	0	0	0	0
Waupaca	8	1	2	10	0	0	0	0
Waushara	4	0	1	69	0	0	0	0
Winnebago	4	0	0	0	0	0	0	0
Wood	5	1	1	3	0	0	0	0

May 2013

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.

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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.



Certificate of Appreciation

Presented to

Wisconsin State Laboratory of Hygiene

IN RECOGNITION

*of your contribution to the success of the
2012 Laboratory Full-Scale Exercise – Environmental Response*

Located in EPA Regions 4, 5 & 6

Peter C. Grevatt
Director, Office of Ground Water and Drinking Water
U.S. EPA

Susan Hedman
Regional Administrator, Region 5
U.S. EPA

Board Membership

Resignation of Mike Ricker

Dr. Brokopp would like to formally thank Mike Ricker for his six years of excellent service on the Board of Directors as our representative for private environmental testing laboratories. Dr. Brokopp will be presenting Mr. Ricker with a plaque commemorating his service.

Thank You!

Welcoming of Dr. Robert Corliss

Dr. Brokopp would like to welcome Dr. Robert Corliss to our Board of Directors as our representative for clinical laboratory physicians. Dr. Corliss is a pathologist with UW Health and is a faculty member of the University of Wisconsin School of Medicine and Public Health. Dr. Corliss earned his medical degree at the University of Wisconsin-Madison and completed his residency at the University of Wisconsin Hospital and Clinics. Dr. Corliss also completed a fellowship in the Hennepin County Medical Examiner's Office in Minneapolis, MN. We are honored to have Dr. Corliss serve on our Board. Dr. Corliss will be taking an Oath of Office at this time.



LAB MATTERS

analysis|answers|action

Spring 2013, Issue 2

THE MICROBES COMETH



HOW WILL WE RESPOND?

ALSO IN THIS ISSUE:

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18 INFLUENZA TESTING: ESTIMATING THE COST

27 WHAT'S BEHIND THE SCENES IN NEWBORN SCREENING

ASSOCIATION OF PUBLIC HEALTH LABORATORIES

A REFLECTION ON CHANGE AND THE IMPORTANCE OF PUBLIC HEALTH LABORATORIES



Chuck Brokopp, DrPH
APHL president

Spring has finally arrived in Wisconsin! What a long cold winter this has been. As nature renews itself this spring, we have an opportunity to look back and identify our accomplishments and to look forward with anticipation and concern about the future. Many of us have recently celebrated National Public Health Week and National Medical and Environmental Laboratory Professionals Week. These celebrations highlight the extraordinary accomplishments and dedication of public health laboratory professionals, as well as the essential work that public health performs each day.

We have been sadly reminded this spring that a robust and responsive public health laboratory is essential. We must continue to recognize that terrorism and attacks upon society are real, and that they occur when least expected. The Boston Marathon bombings and the letters containing ricin that were mailed to a county judge and to officials in Washington, DC, are just two examples. Ultimately traced to an individual in Mississippi, these letters and the ongoing investigation bring to mind the "white powder outbreak" in 2001. Environmental disasters such as the massive explosion at a fertilizer plant in Texas that killed 14 (including 11 fire fighters) and injured more than 100 people, and the reported release of chlorine gas and sarin in Syria should remind us of the need for chemical emergency response laboratories. Outbreaks of a newly discovered novel coronavirus in the Arabian Peninsula and United Kingdom, and avian influenza A (H7N9) virus in China emphasize the continued need for emerging infectious disease laboratories.

In April, APHL released its annual report: its theme, "Sustaining Laboratory Services Through Efficiency," has been a major focus of ours since 2011. The association, our member laboratories and CDC have worked hard together to identify new ways to streamline and implement efficient laboratory operations to ensure that public health laboratory capability and capacity can meet future challenges. It is exciting to see the practical results of these collaborations. Laboratory leaders understand the need to implement more efficient management practices to sustain critical public health laboratory services.

APHL began several new programs during 2012 in cooperation with the Health Resources and Services Administration (HRSA), FDA and Department of Homeland Security (DHS). Under the HRSA-funded Newborn Screening Technical Assistance and Evaluation Program, known as "NewSTEPS," APHL will develop a comprehensive newborn screening resource center to provide assistance to newborn screening programs and to collect, analyze and report data needed to enhance and evaluate newborn screening. [Learn more on page 11 of this issue of *Lab Matters*.]

The multi-year cooperative agreement with FDA will help food testing laboratories meet ISO accreditation standards, and the contract with DHS will support the Integrated Consortium of Laboratory Networks (ICLN), sometimes referred to as the "Network of Laboratory Networks."

APHL also continued its robust support for the development of laboratory systems worldwide, which I had a chance to experience firsthand by attending the first international meeting of the African Society for Laboratory Medicine in December.

Spring and early summer is always a busy time for APHL. This year the joint Newborn Screening and Genetic Testing Symposium and the International Society for Neonatal Screening is followed almost immediately by the 2013 APHL Annual Meeting and the 7th Government Environmental Laboratory Conference on June 2-5. The impressive agendas for these meetings are the result of the planning committees' dedication, talent and a lot of time spent interacting with stakeholders both in and outside of APHL. I compliment them for their great work.

As I near the end of my term as president, I would like to express my appreciation to everyone who made this opportunity possible. It has been extremely rewarding to be part of APHL, and to see the remarkable work accomplished by our state and local members, committees, and our governmental and private partners. The professionalism shown by the terrific APHL leadership and staff was also greatly appreciated. ♦



Metals Chemist DeWayne Kennedy-Parker working on ICP

EFFICIENT TEST SHARING AT WI OCCUPATIONAL HEALTH LAB

By *Sadira Daher*, MA, senior specialist, Quality Systems, APHL; *Steve Strebel*, director, Wisconsin Occupational Health Laboratory; *Charles Brokopp*, DrPH, director, WI State Laboratory of Hygiene, APHL president

As a partner in the Laboratory Efficiencies Initiative (LEI), APHL encourages public health laboratories to share their best practices to foster innovation and greater efficiency in the field. The Wisconsin State Laboratory of Hygiene offers an example of successful sharing of testing services, a practice that can decrease costs, increase efficiency, earn revenue and provide solutions to staffing issues. The laboratory partners with the University of Wisconsin to manage the Wisconsin Occupational Health Laboratory's (WOHL) extensive industrial hygiene testing program.

WOHL is a full-service American Industrial Hygiene Association-accredited laboratory that has performed industrial hygiene analysis since the 1930s. Since the 1980s, WOHL has conducted industrial hygiene testing for the Occupational Safety and Health Administration (OSHA). WOHL is now OSHA's primary consultation laboratory and receives samples through the agency's work with small businesses to create proactive health and safety plans.

Originally, WOHL received samples from 25 states, a number that has since expanded to 45. The laboratory currently has an annual test volume of more than 50,000 samples and reports approximately 200,000 substances a year for OSHA, private consulting firms, home owners, the military and industrial hygienists across the nation and internationally.

In addition to testing, WOHL provides education and resources to client laboratories that need assistance in collecting proper samples, interpreting test results or setting up their own testing. Its online sampling guide offers an excellent tool for industrial hygiene testing. WOHL also provides extensive consultation services to clients.

WOHL can assist other state laboratories with small sampling projects at little to no charge. Large projects may require fees for testing, but WOHL will work with public health laboratories to make testing cost-effective. WOHL can also provide training to laboratories and assist in setting up methods as well as providing sampling media. WOHL has a free equipment loan program, including sampling pumps. For more information about industrial hygiene testing at WOHL, contact Steve Strebel at steve.strebel@slh.wisc.edu.

To share a laboratory success story related to LEI or for more information, contact Sadira Daher at sadira.daher@aphl.org. ♦

WOHL TYPES OF TESTING AND EQUIPMENT USED		
Class of Testing	Sampling Equipment	Analytical Equipment
Vocs	Low flow pump	GC
Metals	Low flow pump	ICP
Asbestos	High flow pump or bulk sample	Microscopy
Isocyanates	Low flow pump	HPLC
Molds & Spores	Anderson or Air-O-Cell Sampler	Microscopy
Silica	Low flow pump	X-ray
Pesticides	Low flow pump	GC & HPLC
Weights	Low flow pump	Gravimetric
Hexachlorocyclopentadiene	Low flow pump	IC

Wisconsin Occupational Health Laboratory's industrial hygiene table

IMPROVING RAPID INFLUENZA TESTING WITH AN EDUCATIONAL WEBSITE

By Dr. Pete Shult, PhD, Wisconsin Laboratory of Hygiene, and Dr. Laurina Williams, PhD, MPH, CDC

Rapid influenza diagnostic tests (RIDTs), which are immunoassays that can identify the presence of influenza A and B in respiratory specimens, have become a diagnostic mainstay in clinical laboratories and point-of-care settings. These tests often play a key role in clinical decisions in the ambulatory care setting when performed and interpreted correctly.

There are a number of RIDTs available commercially that can yield results in a cost-effective and clinically relevant time frame, i.e., approximately 15 minutes or less. However, RIDTs are shown to have limited sensitivity to detect influenza virus infection; negative test results need to be interpreted with caution given the potential for false negative results. In addition, the test result needs to be interpreted in the context of influenza activity within the community to avoid the possibility of false positive results. The optimal utility of these tests thus relies on the user's ability to understand the performance limitations of the various RIDTs and the impact of influenza strains circulating in the population. RIDT usage can be further optimized by recognizing the type of respiratory specimens required and understanding how to collect high quality specimens and handle them properly.

To enhance the understanding of the proper use and interpretation of these tests among healthcare practitioners, The Joint Commission (TJC), through a cooperative agreement with CDC, surveyed US outpatient healthcare providers about the use of RIDTs and antiviral prescription practices during the 2008 (pre-H1N1) and 2010 (post-H1N1) periods. Clinicians in outpatient facilities used RIDT findings to aid in treatment decisions in both time periods, with the 2009 H1N1 pandemic influencing increased use of RIDTs. In collaboration with the College of American Pathologists (CAP), clinical laboratories were also later surveyed. CDC and TJC worked with a

Technical Advisory Panel (TAP) of partners representing professional organizations, including Dr. Pete Shult, APHL's Influenza Subcommittee Chair, to develop the surveys; and then, using the survey results, to design a free, web-based education course for healthcare providers using RIDTs. The course, "Strategies for Improving Influenza Rapid Testing in Ambulatory Settings," or "SIRAS," provides guidance for the appropriate use of RIDT in the diagnosis and treatment of influenza, demonstrates proper techniques for collecting respiratory specimens, and reviews information pertinent to accurate performance of point-of-care testing.

The SIRAS course consists of two, free training modules—one on RIDT usage, appropriate for health care professionals and another, a series of videos on specimen collection, for anyone who is collecting specimens for RIDTs and other respiratory diagnostic test methods. [See sidebar.]

This module offers 2.0 hours of CEs (ACCME, ANCC) issued by Joint Commission Resources (JCR). Registration is available at www.jointcommission.org/siras.aspx. In addition, the SIRAS website provides direct links to a number of valuable resources and relevant influenza-related websites.

Since the launch of the SIRAS website in October 2012, results indicate a high level of usage and satisfaction with course content by a variety of healthcare practitioners. These results will be highlighted in posters at the 2013 APHL Annual Meeting.

This resource, with its highly accessible and updatable formats, will ideally go a long way in improving the diagnosis and treatment of patients with influenza, much to the benefit of public health. ♦

STRATEGIES FOR IMPROVING INFLUENZA RAPID TESTING IN AMBULATORY SETTINGS (SIRAS)

Module I provides information regarding the use of Rapid Influenza Diagnostic Tests (RIDTs) for the diagnosis and treatment of influenza in the ambulatory setting, and includes the following sections:

- Epidemiology and Surveillance of Influenza
- Signs and Symptoms of Influenza
- Diagnosing Influenza
- Guidance for Using RIDTs
- Interpretation of RIDT Results
- Specimen Collection

Module II offers a series of instructional videos demonstrating proper techniques for respiratory specimen collection. It is useful for primary training of medical office staff or for a review by more experienced staff. The instructional videos may be accessed directly through the website, at www.jointcommission.org/siras.aspx, or via YouTube, at www.youtube.com/user/TheJointCommission.



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