

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013  
Madison, Wisconsin**

**DATE:** April 9, 2013

**TO:** Interim Chancellor David Ward, UW-Madison – Darrell Bazzell, Designated Representative  
Dennis Smith, 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  
Michael Ricker, 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  
April 16, 2013  
1:00p.m. — 4:00p.m.

**C:** Cynda DeMontigny  
Kristine Hansbery  
Dr. Patrice Held  
Linda Johnson  
Jan Klawitter  
Dr. Daniel Kurtycz  
Steve Marshall  
Dr. Peter Shult  
Michele Smith  
James Sterk  
Steve Strebel  
David Webb

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

**Tuesday, April 16, 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, April 16th, 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  
April 9, 2013

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16th, 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  
April 16th, 2013

**PROCEDURAL ITEMS**

**Item 1. APPROVAL OF MINUTES**

**Description of Item:**

The draft minutes of the February 19<sup>th</sup>, 2013 board meeting are submitted for approval.

**Suggested Board Action:**

Motion: Approve the draft minutes of the February 19<sup>th</sup>, 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  
April 16, 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  
April 16, 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](mailto:charles.brokopp@slh.wisc.edu)

Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 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  
April 16, 2013

**BUSINESS ITEMS**

**Item 5. SCIENTIFIC PRESENTATION**

**Celebrating 50 Years of Newborn Screening**

**Dr. Brokopp and Dr. Held will make a presentation on the history of NBS in the US and here in Wisconsin. 2013 marks the 50<sup>th</sup> anniversary of the first statewide NBS program in the US. NBS is a major public health success story that will be celebrated during the coming months.**

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

Receive for information.

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**BUSINESS ITEMS**

**Item 6. FISCAL YEAR 2013 REPORT**

**Description of the Item:**

James Sterk will present a budget update for the first eight months of Fiscal Year 2013 and the first look at the FY 14 budget. The FY 14 budget will come back to the Board in June for approval.

**Suggested Board Action:**

Receive for information, ask questions and provide input.

**Staff Recommendations and Comments:**

Receive for information.

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**WISCONSIN STATE LABORATORY OF HYGIENE  
STATEMENT OF INCOME  
For the period July 1, 2012 through February 28, 2013**

	FY 13 APPROVED ANNUAL BUDGET	FY13 YEAR- TO- DATE BUDGET	FY13 YEAR-TO- DATE ACTUAL	VARIANCE Over/(Under)	VARIANC E % of BUDGET
<b>SUPPORT AND REVENUE</b>					
Laboratory Services Revenues (Note 3)					
Agency	\$ 5,731,290	\$ 3,839,912	\$ 4,330,132	\$ 490,220	12.8%
Nonagency	20,437,546	13,489,232	13,413,458	(75,774)	-0.6%
GPR Funding	10,110,459	6,516,460	6,320,320	(196,140)	-3.0%
OWI Fund Revenues	1,619,200	1,067,253	756,980	(310,273)	-29.1%
Grant Funding	5,099,505	3,379,467	3,792,920	413,453	12.2%
Interest Income	2,000	1,328	9,960	8,632	650.0%
<b>TOTAL SUPPORT AND REVENUE</b>	43,000,000	28,293,652	28,623,770	330,118	1.2%
<b>EXPENSES</b>					
Salaries	18,696,257	11,977,469	10,611,992	(1,365,477)	-11.4%
Fringe Benefits	7,783,353	5,397,607	4,318,827	(1,078,780)	-20.0%
Supplies & Services	11,429,278	7,555,990	8,407,306	851,316	11.3%
Transfer Overhead to UW	781,923	513,438	591,380	77,942	15.2%
Building Rent	1,975,311	1,316,874	1,337,951	21,077	1.6%
Depreciation	1,878,185	1,235,456	1,240,304	4,848	0.4%
Bad Debt Expense	42,000	28,000	28,000	-	0.0%
Interest Expense	13,693	13,293	6,558	(6,735)	-50.7%
<b>TOTAL EXPENSES</b>	42,600,000	28,038,127	26,542,318	(1,495,809)	-5.3%
<b>NET OPERATING INCOME OR (LOSS)</b>	\$ 400,000	\$ 255,525	\$ 2,081,452	\$ 1,825,927	

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**WISCONSIN STATE LABORATORY OF HYGIENE  
COMPARATIVE INCOME STATEMENT  
For the 8 months ended February 28, 2013 and February 29, 2012**

	<b>8 Months Actual FY13</b>	<b>8 Months Actual FY12</b>	<b>Variance Over/(Under)</b>	<b>Percentage Change</b>
<b>SUPPORT AND REVENUE</b>				
Laboratory Services Revenues (Note 3)				
Agency	\$ 4,330,132	\$ 4,425,705	\$ (95,573)	-2.2%
Nonagency	13,413,458	13,734,061	(320,603)	-2.3%
GPR Funding	6,320,320	6,398,210	(77,890)	-1.2%
OWI Fund Revenues	756,980	884,096	(127,116)	-14.4%
Grant Funding	3,792,920	3,990,342	(197,422)	-4.9%
UW Program Revenue Assessment	-	131,400	(131,400)	-100.0%
Interest Income	9,960	6,036	3,924	65.0%
<b>TOTAL SUPPORT AND REVENUE</b>	<b>28,623,770</b>	<b>29,569,850</b>	<b>(946,080)</b>	<b>-3.2%</b>
<b>EXPENSES</b>				
Salaries	10,611,992	11,050,965	(438,973)	-4.0%
Fringe Benefits	4,318,827	4,690,527	(371,700)	-7.9%
Supplies & Services	8,407,306	8,235,506	171,800	2.1%
Transfer Overhead to UW	591,380	606,995	(15,615)	-2.6%
Building Rent	1,337,951	1,337,280	671	0.1%
Depreciation	1,240,304	1,131,958	108,346	9.6%
Bad Debt Expense	28,000	28,000	-	0.0%
Interest Expense	6,558	7,707	(1,149)	-14.9%
<b>TOTAL EXPENSES</b>	<b>26,542,318</b>	<b>27,088,938</b>	<b>(546,620)</b>	<b>-2.0%</b>
<b>NET OPERATING INCOME OR (LOSS)</b>	<b>\$ 2,081,452</b>	<b>\$ 2,480,912</b>	<b>\$ (399,460)</b>	

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**WISCONSIN STATE LABORATORY OF HYGIENE  
COMPARATIVE BALANCE SHEET  
As of February 28, 2013 and June 30, 2012**

**ASSETS**

	February 28, 2013	June 30, 2012
<b>CURRENT ASSETS</b>		
Cash	\$ 9,975,229	\$ 6,725,373
Cash-restricted-newborn screening surcharge	1,714,498	1,230,632
Net accounts receivables (Note 2)	6,701,858	7,388,699
Other receivables	581,114	1,056,862
Inventories	74,764	36,293
Prepaid expenses	264,147	190,359
<b>Total current assets</b>	<b>19,311,610</b>	<b>16,628,218</b>
<b>EQUIPMENT AND BUILDING IMPROVEMENTS</b>		
Equipment	25,810,549	23,425,391
Building improvements	5,616,318	5,616,318
	31,426,867	29,041,709
Less accumulated depreciation	(21,893,205)	(20,688,265)
<b>Total net fixed assets</b>	<b>9,533,662</b>	<b>8,353,444</b>
<b>Total Assets</b>	<b>\$ 28,845,272</b>	<b>\$ 24,981,662</b>

**LIABILITIES AND EQUITY**

**CURRENT LIABILITIES**

Salaries payable	\$ 65,840	\$ 461,947
Accounts payable	989,335	602,295
Accounts payable, Milw Hlth Dept	-	1,308
Newborn screening surcharge payable	1,714,498	1,230,632
Accrued expenses	53,345	147,968
Current obligations under capital leases	28,478	55,565
Notes Payable - current	153,338	219,574
Proficiency testing deferred revenue	2,859,492	1,659,814
Newborn screening deferred revenue	2,220,725	1,895,312
Compensated Absences (Note 5)	682,778	762,027
<b>Total current liabilities</b>	<b>8,767,829</b>	<b>7,036,442</b>

**LONG TERM DEBT**

Obligations under capital leases	58,677	87,155
Compensated Absences (Note 5)	1,261,718	1,350,063
<b>Total long term debt</b>	<b>1,320,395</b>	<b>1,437,218</b>
<b>Total Liabilities</b>	<b>10,088,224</b>	<b>8,473,660</b>

**EQUITY**

Retained earnings-restricted (Note 4)		
Operating contingency	2,078,669	1,980,467
<b>Total restricted retained earnings</b>	<b>2,078,669</b>	<b>1,980,467</b>
Net Operating Income or (Loss)	2,081,452	3,959,454
Retained earnings-unrestricted	9,192,549	5,163,703
Contributed capital	5,404,378	5,404,378
<b>Total unrestricted retained earnings</b>	<b>16,678,379</b>	<b>14,527,535</b>
<b>Total Equity</b>	<b>18,757,048</b>	<b>16,508,002</b>
<b>Total Liabilities and Equity</b>	<b>\$ 28,845,272</b>	<b>\$ 24,981,662</b>

Contingency Funding	10,543,781	9,591,776
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**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**WISCONSIN STATE LABORATORY OF HYGIENE  
STATEMENT OF CASH FLOWS  
For the Period July 1, 2012 through February 28, 2013**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Net income	\$ 2,081,452
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	1,240,304
Changes in working capital components:	
Decrease in net accounts receivables	686,841
Decrease in other receivables	475,748
(Increase) in inventories	(38,471)
(Increase) in prepaid expenses	(73,788)
(Decrease) in salaries payable	(396,107)
Increase in accounts payable	387,040
(Decrease) in payable, Milw Hlth Dept	(1,308)
Increase in newborn screening surcharge payable	483,866
(Decrease) in accrued expenses	(94,623)
(Decrease) in current obligations under capital leases	(27,087)
(Decrease) in notes payable - current	(66,236)
Increase in proficiency testing deferred revenue	1,199,678
Increase in newborn screen deferred revenue	<u>325,413</u>
Net cash provided (used) in operating activities	6,182,722
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchase of equipment and physical plant improvements	<u>(2,420,522)</u>
Net cash (used in) investing activities	<u>(2,420,522)</u>
 <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Principal payment on Capital Lease	<u>(28,478)</u>
Net cash provided (used in) financing activities	<u>(28,478)</u>
Net increase (decrease) in cash	3,733,722
<b>Cash:</b>	
Beginning	<u>7,956,005</u>
Ending	<u>\$ 11,689,727</u>

**WISCONSIN STATE LABORATORY OF HYGIENE**  
**NOTES TO THE FINANCIAL STATEMENTS**  
For the period July 1, 2012 through February 28, 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 February 28, 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 February 28, 2013 and June 30, 2012 are as follows:

	<u>February 28, 2013</u>	<u>June 30, 2012</u>
Accounts Receivable Total	\$7,133,014	\$7,484,523
Allowance for bad debt	<u>(431,156)</u>	<u>(95,824)</u>
Net Receivables	\$6,701,858	\$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 February 28, 2013 net working capital (current assets less current liabilities) was \$10,543,781 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  
Board of Directors Meeting  
April 16, 2013**

**Preliminary Fiscal Year 2014 Budget**

State Laboratory of Hygiene  
Twelve Months ending June 30, 2014

Support and Revenue	Fiscal Year 2013 Budget	Fiscal Year 2014 Budget	Increase/ (Decrease)
Agency	\$5,731,290	\$5,809,857	\$78,567
Nonagency	20,437,546	19,720,114	(717,432)
GPR Funding	10,110,459	10,710,523	600,064
OWI Funding	1,619,200	1,619,200	0
Grant Funding	5,099,505	5,134,306	34,801
Interest Income	2,000	6,000	4,000
<b>Total Support and Revenue</b>	<b>43,000,000</b>	<b>43,000,000</b>	<b>0</b>
<b>Expenses</b>			
Salaries and Fringe Benefits	26,479,611	26,345,128	(134,483)
Supplies and Services	13,404,588	13,995,912	591,324
Transfer-Ovrhead Allow-133&144	781,923	807,327	25,404
Depreciation	1,878,185	1,802,434	(75,751)
Bad Debt Expense	42,000	42,000	0
Interest Expense	13,693	7,200	(6,493)
<b>Total Expenses</b>	<b>42,600,000</b>	<b>43,000,000</b>	<b>400,000</b>
<b>Net Operating Income or (Loss)</b>	<b>\$400,000</b>	<b>(\$0)</b>	<b>(\$400,000)</b>

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

## Preliminary Fiscal Year 2014 Budget by Division

**Preliminary 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	Administration
Agency	\$5,809,857	\$999,994	\$2,365,962	\$100,000	\$9,500	\$1,342,060	\$992,341
Nonagency	19,720,114	8,514,996	1,925,406	2,251,000	3,716,412	3,312,300	
GPR Funding	10,710,523	1,279,208	4,701,864	276,709	11,997	4,256,136	184,609
OWI Funding	1,619,200	0	1,619,200	0	0	0	
Grant Funding	5,134,306	50,324	359,984	3,942,998	0	0	781,000
Interest Income	6,000	0	0	0	0	0	6,000
<b>Total Support and Revenue</b>	<b>43,000,000</b>	<b>10,844,522</b>	<b>10,972,416</b>	<b>6,570,707</b>	<b>3,737,909</b>	<b>8,910,496</b>	<b>1,963,950</b>
<b>Expenses</b>							
Salaries and Fringe Benefits	26,345,128	5,183,668	6,340,647	3,868,869	1,166,276	4,230,571	5,555,097
Supplies and Services	13,995,912	3,463,500	3,160,983	1,408,530	1,624,195	2,137,703	2,201,001
Transfer-Ovrhead Allow-133&144	807,327	13,321	74,283	719,723	0	0	0
Depreciation	1,802,434	533,354	701,986	186,925	0	194,804	185,365
Bad Debt Expense	42,000	0	0	0	0	0	42,000
Interest Expense	7,200	0	6,000	0	0	0	1,200
<b>Total Expenses</b>	<b>43,000,000</b>	<b>9,193,843</b>	<b>10,283,898</b>	<b>6,184,046</b>	<b>2,790,472</b>	<b>6,563,078</b>	<b>7,984,664</b>
<b>Net Operating Income or (Loss)</b>	<b>(\$0)</b>	<b>\$1,650,679</b>	<b>\$688,518</b>	<b>\$386,661</b>	<b>\$947,437</b>	<b>\$2,347,418</b>	<b>(\$6,020,714)</b>

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**BUSINESS ITEMS**

**Item 7. TOXICOLOGY UPDATE**

**Description of the Item:**

Dave Webb, Interim Director, Environmental Health Division, WSLH, will provide the forensic toxicology update to the Board including an update on the LEAN project and grants.

**Suggested Board Action:**

Receive for information.

**Staff Recommendations and Comments:**

Receive for information.

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**Forensic Toxicology Update**

LEAN Project Update

- On track for milestones (5 of 7 met)
- Six meetings held
- Workflows defined (drugs, alcohol, testimony)
- UW Resources Invaluable
- TAT for alcohol samples
- TAT for drugs
- Timeframe and next steps

LEAN Possibilities

- Altering drug sample work (RCS, etc.)
- Altered workflows, batching changes, spiking, analytical adjustments
- Resource allocation
- Testimony re-work
- Data review and paperwork workflow review
- Strategic outsourcing

Grant Update (\$400K from OJA)

- Sample outsourcing (outcomes – was it worth it, etc.)
- Hardware
- Overtime

Odds/Ends

- New ABFT requirements this year to reconcile
- Staff turnover
- Recruiting new Toxicology Lab Director

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**BUSINESS ITEMS**

**Item 8. BASIC AGREEMENT UPDATE**

**Description of the Item:**

Dr. Brokopp will discuss the draft basic agreements covering the services provided to the Department of Health Services and the Department of Natural Resources for FY 14. The WSLH is committing to continuing the same level of services to both agencies that were included in the FY 13 agreements. Michele Smith, the DPH liaison, and David Webb, the DNR liaison will be available to participate in the presentation. The draft basic agreements will be made available to the agencies for review and approval during May.

**Suggested Board Action:**

Receive for information and provide input.

**Staff Recommendations and Comments:**

Receive for information.

# DRAFT 04/09/13

## Memorandum of Agreement Covering Laboratory Services Between The Wisconsin Department of Health Services 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). This agreement is hereinafter referred to as the "DHS-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 and WSLH agree as follows:

### **I. General Operating Principles**

- A. The WSLH agrees to manage the laboratory and the DHS agrees to manage its needs for laboratory services; therefore, both parties shall jointly promote the growth and development of effective and efficient public health laboratory resources for the future. Both parties agree to support the epidemiology, surveillance, research and public health programs within DHS.
- B. The WSLH and DHS agree that a portion of WSLH's General Purpose Revenue (GPR) budget supports DHS services, including local units of government..
- C. Services to be performed by WSLH, with consideration (i.e., additional funding) from DHS shall appear in *Exhibit B* of this agreement.
- D. In addition, the DHS may develop new or expanded projects which require laboratory services or expertise that are most appropriately and cost-effectively provided by the WSLH and fall within the scope of its mission. As

such projects are developed, the DHS agrees to: 1)inform the WSLH laboratory contract administrator 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 and WSLH will each designate a laboratory contract administrator to work with each other to administer and monitor this agreement. The DHS 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 laboratory contract administrator will meet as needed for the purposes of agreement management.
- G. The DHS and WSLH may at any time independently or jointly have this agreement reviewed by legal counsel for compliance with applicable law and the adopted policies and procedures of the respective parties. Where a dispute arises with regard to the legal interpretation or application of any portion of this agreement, it shall be resolved between the legal counsels serving the parties.

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

- A. 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 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 agree that **\$3,593,352**<sup>1</sup> of the WSLH GPR and support budget is designated for support of the statutory health mission of DHS; including fee-exempt testing for local health departments.
- G. The WSLH budget designated for support of DHS testing at the WSLH shall be applied to the fee-exempt testing done on behalf of DHS 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 for testing. DHS may utilize this capacity only in the event of declaration of a public health emergency by the state health officer. Both parties understand and agree that this capacity will be made available by temporarily redirecting resources from routine testing, research, methods development, and special studies, and that this capacity cannot be used to supplement ongoing DHS testing needs.
- I. DHS and WSLH recognize there are costs associated with maintaining the capacity to perform tests even when specimen levels decline. Both DHS and WSLH also recognize the value of maintaining the capacity to shift resources on behalf of DHS for purposes unforeseen at the time of this agreement when both parties agree that the health of the public would be served and protected by such testing.
- J. If WSLH is mandated to reduce its GPR, an appropriate portion will also be deducted from the basic agreement with DHS and services appropriately reduced.
- K. DHS 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 Guidelines." DHS 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 to order fee-exempt tests. WSLH will issue each of these a unique fee-exempt account number against which all tests performed for that agency or individual may be recorded. DHS will notify WSLH of any changes to be

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



made to the list of authorized fee-exempt accounts. If a specimen is submitted by an authorized agency for a non-covered test, WSLH will perform the test. DHS will follow up with the agency and the agency will be billed for that test. The WSLH will not perform DHS fee-exempt testing for agencies or individuals not recognized and approved by DHS.

- M. WSLH will report to DHS on the amount of fee-exempt services provided. DHS 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:
  - 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 laboratory contract administrator no later than 30 days after the quarter ends with the exception of the 4<sup>th</sup> 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.
  - 2. Routine epidemiology reports as specified in *Exhibit C*.

3. Required laboratory reports under DHS "Reportable Diseases" statutory authority.
- D. The WSLH will provide reports of programmatic and clinical data from testing to DHS staff as shown and scheduled in *Exhibit C* of this agreement. All non-emergency requests from DHS for non-scheduled reports of test results, testing data, or financial information, shall be honored by WSLH only after approval by the DPH bureau directors 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 are each "an authority" and as such have obligations under the open records statutes. The existence of an agreement between the DHS and the WSLH does not eliminate the statutory responsibilities of each to comply with the requests properly submitted under open records statutes.
- B. When the WSLH receives a request for test samples or records created by testing and services performed under this agreement, they will seek advice from their legal counsel and provide a copy of the request to the communicable diseases bureau director for information. Likewise, if the DHS receives a request for record created by testing and services performed under this agreement, they will provide a request to the WSLH 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 if such requests exceed the WSLH budget appropriated to support DHS services. DHS will either secure additional funding or reduce its requests. In the absence of such estimates, the WSLH will operate 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, including, but not limited to, communicable disease outbreak investigations, toxic substance exposures and other situations, events or occurrences which pose a threat to the public health.
- C. The WSLH administration (through the WSLH board which approves operating budgets) shall be responsible for determining adequate support

necessary to implement changes and provide the state-of-the-art analytical services which are a part of the basic agreement testing services.

**VII. Agreement Management**

- A. The DHS-DPH bureau directors, the WSLH division directors and the WSLH laboratory contract administrator will be responsible for monitoring this agreement. These parties will meet as needed to:
1. Schedule and plan meetings of DHS 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 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 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 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 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 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 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 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 and WSLH agree to freely and fully share test result and disease investigation information and data in the same manner between the two agencies as either agency would communicate the same information internally within its own organization. The DHS and WSLH also agree to share in the acquisition and use of any electronic information processing or transmission systems that have as a principal objective to enhance communication or collaborative activities between the two agencies. To the extent that shared staff or equipment is necessary for a joint venture under this section, the WSLH agrees to institutionally house it within its facilities.

**UNIVERSITY OF WISCONSIN-MADISON**

By \_\_\_\_\_

Charles D. Brokopp, DrPH

Director, Wisconsin State Laboratory of Hygiene

Signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**WISCONSIN DEPARTMENT OF HEALTH SERVICES**

By \_\_\_\_\_

Karen D. McKeown, RN, MSN

Administrator, Division of Public Health

Signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2013

## Exhibit A

### FEE SCHEDULE

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

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

**WISCONSIN STATE LAB OF HYGIENE  
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)**

<b>CONTRACT NAME</b>	<b>CONTACT PERSON</b>	<b>PERIOD COVERED</b>	<b>AMOUNT</b>
Infertility Prevention, Chlamydia and Gonorrhea	Lori Amsterdam	01/01/11–12/31/11	\$96,362
AIDS/HIV Counseling and Testing Services	Jim Vergeront	01/01/10–12/31/10	\$320,000
Laboratory Equipment and Supplies for Tuberculosis Control – CDC	Lorna Will	01/1/10–12/31/10	\$62,407
Letter of understanding between the WSLH, the Wisconsin Family Planning and Reproductive Health Association, Inc., and the Bureau of Public Health	Mike Vaughn	07/01/96–Indefinite	Ongoing
Family Planning Agreement	Mike Vaughn	01/01/11–06/30/11	\$133,185
Radiation Laboratory Services	Paul Schmidt	07/01/10–06/30/11	\$109,762
Epidemiology and Laboratory Capacity For Infectious Disease (ELC)	Susann Ahrabi-Fard	01/01/10–12/31/10	\$202,556
Bioterrorism Preparedness and Response	Billee Bayou	08/01/09–07/31/10	Strictly done by PO
Early Hearing Detection/Intervention	Sharon Fleischfresser	07/01/08–06/30/09	\$7,000
Public Health Information Network	Jim Grant	08/1/09–07/31/10	\$493,929
Harmful Algal Blooms	Nicholas Di Meo	07/1/10–09/30-10	\$35,197



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

<b>RECIPIENT</b>	<b>RUN BY</b>	<b>FREQUENCY</b>	<b>REPORT</b>
Cindy Paulson	Barb Rosenthal	Weekly	Reactive Western Blot, P24 PCR QPCR
Rick Heffernan	Barb Rosenthal	Weekly	Reportable conditions from management reports, excludes mycobacteria, HIV CD4, PT specimens and rabies, 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
Terri Dolphin 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
Diep Hoang Johnson	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

## ***Exhibit E***

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

Pursuant to Section I.E. of the DHS-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 laboratory contract administrator.

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

Pursuant to Section I.E. of the DHS-WSLH Basic Agreement, the DHS 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.

# DRAFT 04/09/13

## 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 analytical services to the Wisconsin Department of Natural Resources. The amount of money for Fiscal Year 2014 (FY14) to be dedicated to supporting the analytical 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 reflecting “joint budgetary planning with agencies served,” but the submission is by the WSLH board “directly to the department of administration.” 36.11(g).
- 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) *Wis. Stats.*

## **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 FY13 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 FY13 budget, based on WSLH board approval, will contain an allocation of \$2,712,224 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.
4. WSLH will report quarterly to DNR the dollars spent for fee-exempt services under this agreement. The DNR will monitor the fee-exempt service expenditures and will assure that charges are within allocations provided for fee-exempt testing.
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.

7. 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.
8. If at any time during the contract year the total fee-exempt testing is about to exceed the DNR allocation limit, DNR may unilaterally reduce their agreement allocation to other non fee-exempt tests they do under the agreement and transfer that amount to fee-exempt testing.
9. 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 quarterly of year-end projections, 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.
10. 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 plus a 15% indirect rate.

### **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 both public health related fee-exempt and non fee-exempt tests charged to the basic agreement. 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. If at any time during the contract year the total agreement expenditures are

about to exceed the DNR allocation, the DNR may unilaterally reduce their agreement allocation from unexpended fee-exempt tests they do under the agreement and transfer that unexpended amount to non fee-exempt testing as long as the total contract is not exceeded.

### **C. Fiscal Limitations**

1. The funds allocated to WSLH by the legislature is a sum certain amount, which neither the WSLH, its' board, or the UW-Madison has the authority to exceed.
2. As WSLH has neither statutory or 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. However, DNR can specify that a fixed amount of this 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 provide a quarterly summary by account number, including the number of each analysis type, nature of the service provided, the standard fee schedule and approved discount of each test.
- B. The WSLH shall have available a summary of quality assurance checks performed during the quarter, including information on the test or determination.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. Required laboratory reports under DNR statutory authority will be provided at no charge to the agreement or separate contract.
- H. 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.
- I. 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, 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 STATE LABORATORY OF HYGIENE**

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

BY \_\_\_\_\_  
Cathy Stepp, Secretary

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

BY \_\_\_\_\_  
Jeffery Kindrai, Chair

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**BUSINESS ITEMS**

**Item 9. 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
DHS	FAC 30087	10/01/12	09/30/13	FISH TISSUE	\$ 197,350.00
DHS	FAC 30076	08/01/12	07/31/13	ADDITIONAL TESTING	\$ 8,000.00
DHS	FAC 30077	06/01/12	05/31/13	INFLUENZA AND OTHER RESPIRATORY	\$ 60,966.00
DHS	FAC 30090	07/01/12	06/30/13	RADIOACTIVE ENVIRONMENTAL	\$ 114,994.00
DHS	FAC 30193	07/01/12	06/30/13	WE-TRAC EHD PHIN	\$ 142,358.00
DHS	FAC 30234	09/30/12	09/29/13	PHIN AVR PHINEX WPHII	\$ 19,930.00
DHS	FAC 30268	08/01/12	07/31/13	PHIN EPHT AVR	\$ 112,782.00
DHS	FAC 30269	07/01/12	06/30/13	PHIN PHEP	\$ 198,000.00
DHS	FAC 30278	01/01/13	12/31/13	STD Program Testing	\$ 98,149.00

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**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	\$ -

**Wisconsin State Laboratory of Hygiene  
Board of Directors Meeting  
April 16, 2013**

**BUSINESS ITEMS**

**Item 10. DIRECTOR'S REPORT**

- A. 2013 Meeting Calendar
  - a. Location for August 20 meeting****
- B. Public or Environmental Health Incidents of Educational Interest**
- C. Dr. Bernard Poeschel – Certificate of Commendation from Governor Scott Walker**
- D. Dr. Jennifer Laffin contributed to CLSI publication “Molecular Methods for Clinical Genetics and Oncology testing; Approved Guidelines 3<sup>rd</sup> Edition**
- E. Kathy Jaglin awarded Professional Public Buyer Certification**
- F. Family Visits NBS Lab that Saved Their Sons**
- G. UW Day at the Capitol and UW Science Expeditions**
- H. Celebrating 50 years of saving lives with NBS**
- I. Water Systems Tests**
- J. Recent APHL Publications
  - a. Newborn Screening - Four Facts Policymakers Need to Know**
  - b. Lab Matters – Analysis, Answers and Action**
  - c. 2012 Annual Report****



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

<p><b>June 18, 2013</b>  <b>1:00p.m. – 4:00p.m.</b>  <b>Wisconsin State Laboratory of Hygiene</b>  <b>2601 Agriculture Drive, Madison, Wisconsin</b></p>	<p><b>August 20, 2013</b>  <b>To be determined</b></p>
<ul style="list-style-type: none"> <li>■ Approve FY14 budget</li> <li>■ Approval of DNR/DHS Basic Agreements</li> </ul>	<ul style="list-style-type: none"> <li>■ Present FY13 year-end closeout report</li> </ul>
<p><b>November 12, 2013</b>  <b>1:00p.m. – 4:00p.m.</b>  <b>Wisconsin State Laboratory of Hygiene</b>  <b>2601 Agriculture Drive, Madison, Wisconsin</b></p>	
<ul style="list-style-type: none"> <li>■ Present FY14 1<sup>st</sup> quarter report</li> <li>■ Present annual strategic plan update</li> </ul>	

## Report to the Wisconsin State Laboratory of Hygiene Board

### Representative Public or Environmental Health Incidents of Educational Interest For the Period January 16 – March 29, 2013

Approx. Date	Agent or Event Name	Description	Current Status
<b>OUTBREAKS and INCIDENTS</b>			
Feb. – March 2013	Norovirus	<p>In support of the WI Division of Public Health, the WSLH performed testing for multiple norovirus outbreaks in long-term care facilities.</p> <p>In addition to the regular norovirus testing, the WSLH also performs genotyping testing on the first 2-3 specimens in each outbreak or cluster. This data is uploaded to the CDC via CaliciNet and shared with WDPH. The WSLH received a small amount of funding to do this work as part of CDC's NoroSTAT program.</p>	Ongoing
March 2013	Rotavirus	Multiple residents of a long-term care facility were sickened with rotavirus. Usually considered a childhood disease, rotavirus was found to be the culprit after patient specimens were negative for norovirus.	Completed
Feb. - March 2013	Salmonella	WSLH routine PFGE subtyping of Salmonella isolates, together with patient histories collected by WDPH, identified three Salmonella cases linked to handling feeder mice. The PFGE pattern of the recent Salmonella isolates match patterns from 2010, 2011 and 2012 that were also linked nationally to feeder mice exposures. CDC and FDA are working with WI and other states that have seen this Salmonella pattern to trace cases all the way back to the feeder mice distributor(s) in order to perform intervention and prevent further cases.	Ongoing

<b>RECENT EVENTS and FINDINGS</b>			
January 16, 2013	CDC/APHL sponsored: Essentials for the Mycobacteriology Laboratory: Training Modules Promoting Quality Practices Module 1: Specimen Collection, Handling, and Processing Module 2: AFB Smear Microscopy	<p>WSLH Communicable Disease Division Deputy Director Dr. Dave Warshauer and Mycobacteriology Program Coordinator Julie Tans-Kersten were invited faculty at the CDC/APHL sponsored workshop -- <i>Essentials for the Mycobacteriology Laboratory: Training Modules Promoting Quality Practices</i>.</p> <p>The two-day workshop was held at the Los Angeles County Public Health Laboratory in Downey, CA.</p> <p>The course educated participants in fundamental principles and procedures regarding specimen collection, handling, and processing for performing concentrated acid fast bacilli (AFB) smear microscopy. The course included relevant biosafety topics related to all procedures introduced. Lectures, demonstrations, and hands-on exercises were taught by public health and clinical laboratory experts. Attendees were provided the tools necessary to introduce appropriate quality assurance measures for use within their laboratories.</p>	Completed
January 31, 2013	Mycobacteriology Lecture at MATC	Mycobacteriology Program Coordinator Julie Tans-Kersten taught MATC students the fundamental principles and procedures regarding TB diagnostics and mycobacteriology in Wisconsin.	Completed
Feb. 13, 2013	Wisconsin Clinical Laboratory Network -- Communicable Disease Division	The WSLH presented an audio conference entitled " <i>The ABC and (D &amp; Es) of the Viral Hepatitis</i> ". Dr. Thomas Novicki, Clinical Microbiologist at Marshfield Labs presented the first of a 2-part series on Hepatitis. Dr. Novicki reviewed the taxonomy, description, epidemiology and clinical significance of the Hepatitis A, B, C, D & E viruses in the February audio conference. Roughly 155 clinical laboratorians participated in the live audio conference. The audio conference has been posted in the WSLH archived past events for those who were unable to attend the live audio conference	Completed
Feb. 21, 2013	Jamie Schauer – Kellett Mid-Career Award for UW Faculty	Jamie Schauer, PhD, director of the WSLH Air Chemistry program and a professor of civil and environmental engineering, is one of eight UW-Madison faculty members to receive the prestigious Kellett Mid-Career Award.	Completed

		<p>The Kellett award, supported by the Wisconsin Alumni Research Foundation (WARF), recognizes outstanding mid-career faculty members who are five to 20 years past the first promotion to a tenured position. Each winner, chosen by a Graduate School committee, receives a \$60,000 flexible research award.</p> <p>In 2008 Jamie received a Romnes Faculty Fellowship, also supported by WARF, which recognizes exceptional faculty members who earned tenure within the four years previous to the award being given.</p>	
February 27, 2013	Mycobacteriology Lecture for Second Year UWSMPH Medical Students and Tour of BSL-3 laboratory	Mycobacteriology Program Coordinator Julie Tans-Kersten educated participants in fundamental principles and procedures regarding TB diagnostics and mycobacteriology in Wisconsin.	Completed
February-March 2013	Vaccine Preventable Disease (VPD) Reference Center	In its role as a national reference center, the WSLH Communicable Disease Division (CDD) Virology, Bacteriology and Serology teams have been collaborating with CDC and the Association of Public Health Laboratories (APHL) to verify and validate numerous CDC assays for vaccine-preventable diseases, such as Rubella and Varicella Zoster Virus genotyping, <i>S. pneumonia</i> and <i>N. meningitis</i> serotyping and <i>B. pertussis</i> serology. The WSLH expects to participate in a mock test exercise in late March to verify testing and reporting capabilities.	Ongoing
March 2013	CDC Clinical Influenza Study	The WSLH Virology lab is participating in a CDC clinical study in support of influenza diagnostic test development. The WSLH expects to characterize a total of 300 respiratory specimens submitted from two collaborating Wisconsin clinical labs.	Ongoing
Mar. 13, 2013	Wisconsin Clinical Laboratory Network -- Communicable Disease Division	On March 13, 2013 approximately 166 clinical laboratorians listened as the WSLH presented the second of a 2-part audio conference series entitled “ <i>The ABC and (D &amp; Es) of the Viral Hepatitides</i> ”. Dr. Thomas Novicki, Clinical Microbiologist at Marshfield Labs returned to conclude the series with a discussion of the diagnostic studies applied to these viruses, and the therapy of the diseases	Completed

		these viruses cause. The audio conference has been posted in the WSLH archived past events for those who were unable to attend the live audio conference.	
March 14, 2013	Right Size Surveillance Project	<p>WSLH CDD Director Dr. Pete Shult submitted the final report to APHL and CDC summarizing the findings from a comprehensive review of the influenza laboratory-based surveillance system at WSLH.</p> <p>The review evaluated the utility of the Influenza Virologic Surveillance Roadmap and Requirements document, identified best practices, and assessed the feasibility and benefit of incorporating proposed requirements into Wisconsin's virologic surveillance program.</p>	Completed
March 27, 2013	Chem Emergency Response (CER) Exercise	<p>The CER program completed an emergency response exercise involving a panel of three trace elements in whole blood. Initial notification was provided on March 26, with 20 blood specimens arriving on March 27. Testing was completed and reported in ~6.5 hours.</p> <p>A novel aspect of this exercise is that we received actual evacuated blood tubes and request forms with demographic information and (in a few cases) integrity issues. Results were processed and reported using the new Beaker LIMS system.</p>	Completed
March 19, 2013	Becky Hoffman	Becky Hoffman was appointed to a second term as a trustee for the AWWA's Water Quality Division. She has also accepted the role as Chair of the AWWA's 2104 Water Quality Technology meeting in New Orleans.	Completed
March 2013	India Mansour and Mark Walter	India Mansour and Mark Walter, research assistants in the Water Microbiology Laboratory both won scholarships from the AWWA. India received the Larson Aquatic Research Support (LARS) Scholarship, which provides support for doctoral and master's students interested in careers in the fields of corrosion control, treatment and distribution of domestic and industrial water supplies, aquatic chemistry and/or environmental chemistry. Mark won the MWH Scholarship, which is supported by MWH Global and provides support to a master's student seeking a degree in the water industry. According to WSLH Water Microbiology Director and India and Mark's research mentor Dr.	Completed

		Sharon Long, it's unusual for more than one student from the same lab to receive AWWA scholarships.	
April 9, 2013	Rebecca Adams, Dr. Brokopp	Rebecca Adams presented the Occupational Fatalities in Wisconsin data and Dr. Brokopp presented information of drug testing at the Wisconsin Coroner's and Medical Examiner's Association meeting in Pleasant Prairie.	Completed
February 14- 15, 2013	Dr. Yoshimasa Yamamoto, Dr. Ryuji Kawahara	Drs. Yamamoto and Kawahara visited the WSLH to obtain ideas for the development of the Osaka Prefectural Institute for Public Health in Osaka, Japan. Their visit was part of an international exchange between APHL member labs and public health laboratories in Japan. Dr. Yamamoto, Director of the Osaka Institute, wants to model their laboratory after the WSLH at the UW-Madison. They also visited the Minnesota Public Health Laboratory while in the US.	Completed

April 1, 2013

Bernard B. Poeschel, MD

South 8800 Lowes Creek Road

Eleva, WI 54738

Dear Dr. Poeschel:

It was very nice to talk with you last week. As a follow up to our conversation, the enclosed plaque is being sent to you in recognition of your service to the University of Wisconsin and the Wisconsin State Laboratory of Hygiene. Your service on the WSLH Board and your contributions to our laboratory were much appreciated.

I wish you the very best for a long retirement and your new role as a home remodeler. We expect that Governor Walker will be appointing another pathologist to serve on our board in the near future. As soon as that happens, I will let you know who has been appointed.

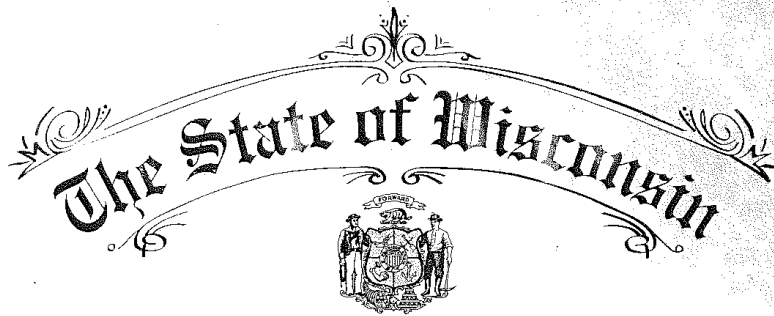
Sincerely,



Charles Brokopp

Director, Wisconsin State Laboratory of Hygiene





**OFFICE OF THE GOVERNOR**

**CERTIFICATE OF COMMENDATION**

HONORING

**DR. BERNARD POESCHEL**

**WSLH Board of Directors – representing Clinical Laboratory Physicians**

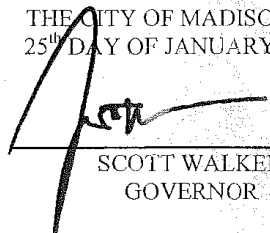
ON BEHALF OF THE CITIZENS OF THE STATE OF WISCONSIN,  
I CONGRATULATE YOU ON THE OCCASION OF YOUR LEAVING  
THE WISCONSIN STATE LABORATORY OF HYGIENE BOARD OF DIRECTORS  
AND THANK YOU FOR  
YOUR MORE THAN 4 YEARS OF DEDICATED SERVICE.

YOUR COMMITMENT TO PUBLIC SERVICE HAS GREATLY CONTRIBUTED TO  
THE WELL BEING AND QUALITY OF LIFE OF EVERY CITIZEN. YOU HAVE  
BROUGHT PROFICIENCY AS WELL AS EXPERTISE TO YOUR PROFESSION AND  
WILL SERVE AS AN EXCELLENT ROLE MODEL FOR OTHERS TO FOLLOW. I  
EXTEND MY PERSONAL THANKS TO YOU FOR THE CONTRIBUTIONS YOU  
HAVE MADE TO THE STATE OF WISCONSIN.

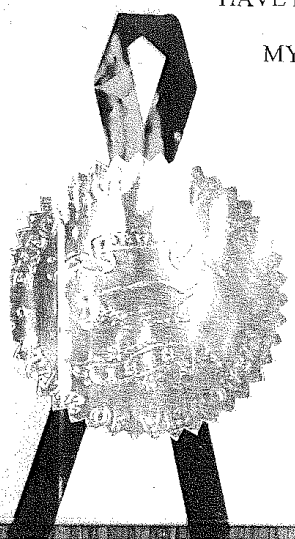
MY BEST TO YOU FOR THE FUTURE.

**September 28, 2012**

DONE AT THE CAPITOL IN  
THE CITY OF MADISON THIS  
25<sup>th</sup> DAY OF JANUARY 2013.



SCOTT WALKER  
GOVERNOR







May 31, 2012

Dr. Charles Brokopp  
Director of the Wisconsin State Laboratory of Hygiene  
Professor of Population Health Sciences  
University of Wisconsin School of Medicine and Public Health  
239 William D. Stovall Hygiene Lab.  
465 Henry Mall  
Madison, WI 53706

Dear Dr. Brokopp:

Dr. Jennifer Laffin has made a significant contribution to the CLSI process. She is a member of the CLSI Document Development Committee on Molecular Methods for Genetic Diseases that recently completed MM01-A3, *Molecular Methods for Clinical Genetics and Oncology Testing: Approved Guideline—Third Edition*. A copy of MM01-A3 is enclosed.

In revising and publishing MM01-A3, the Document Development Committee on Molecular Methods for Genetic Diseases successfully achieved the broad consensus of the medical testing community on revised guidelines for laboratory testing practices, methods, and technologies for detection of inherited and somatic genetic variation including epigenetic testing, mitochondrial disorders, chimerism, and pharmacogenetics as well as newer diagnostic molecular methods such as next-generation DNA sequencing.

We especially acknowledge and appreciate Dr. Laffin's efforts as a major contributor to this document, and her role in assuring its successful completion and to the University of Wisconsin for its support of her travel and time.

#### Officers

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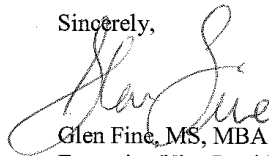
Dr. Charles Brokopp  
May 31, 2012  
Page 2

We have thanked Dr. Laffin for her outstanding contributions and her service to the voluntary consensus effort. At the same time, we believe it is important that such efforts not go unnoticed by her colleagues at the University of Wisconsin.

I also want to take this opportunity to express our appreciation to the University of Wisconsin for its contributions to voluntary consensus and quality healthcare services through Dr. Laffin's volunteer services. Through CLSI, individual laboratories and healthcare institutions, laboratory and clinical professional societies, manufacturers and suppliers of products for medical testing and healthcare services, and regulatory and scientific government agencies cooperate voluntarily to develop, evaluate, and implement consensus standards and guidelines that support the delivery of quality patient care. Through Dr. Laffin's volunteer services, the University of Wisconsin has actively supported these important efforts.

We look forward to the continuing commitment and the active participation of the University of Wisconsin in CLSI activities.

Sincerely,



Glen Fine, MS, MBA, CAE  
Executive Vice President

GF/dlc  
enc.

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ISSN 1558-6502 (Print)  
ISSN 2162-2914 (Electronic)

Volume 32 Number 7

**Molecular Methods for Clinical Genetics and Oncology Testing;  
Approved Guideline—Third Edition**

Kristin G. Monaghan, PhD, FACMG  
Barbara Zehnbauer, PhD, FACMG  
Jessica K. Booker, PhD, FACMG  
Rosalie Elespuru, PhD  
Harriet Feilotter, PhD, FCCMG  
George A. Green, IV, PhD  
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Karl V. Voelkerding, MD  
Jean Amos Wilson, PhD, FACMG, CGMB  
Val V. Zvereff, MD, PhD, FACMG  
Judy Yu, PhD

**Abstract**

Clinical and Laboratory Standards Institute document MM01-A3—*Molecular Methods for Clinical Genetics and Oncology Testing: Approved Guideline—Third Edition* provides general recommendations for all phases of the operation of a molecular genetics diagnostic laboratory. Clinical molecular testing has application to inherited and acquired medical conditions with genetic etiologies as well as variations associated with drug metabolism. In a clinical molecular laboratory, techniques and practices require strict adherence to quality performance measures. This revised guideline will address the total testing process.

Clinical and Laboratory Standards Institute (CLSI). *Molecular Methods for Clinical Genetics and Oncology Testing: Approved Guideline—Third Edition*. CLSI document MM01-A3 (ISBN 1-56238-793-6 [Print]; ISBN 1-56238-794-4 [Electronic]). Clinical and Laboratory Standards Institute, 950 West Valley Road, Suite 2500, Wayne, Pennsylvania 19087 USA, 2012.

The Clinical and Laboratory Standards Institute consensus process, which is the mechanism for moving a document through two or more levels of review by the health care community, is an ongoing process. Users should expect revised editions of any given document. Because rapid changes in technology may affect the procedures, methods, and protocols in a standard or guideline, users should replace outdated editions with the current editions of CLSI documents. Current editions are listed in the CLSI catalog and posted on our website at [www.clsi.org](http://www.clsi.org). If your organization is not a member and would like to become one, and to request a copy of the catalog, contact us at: Telephone: 610.688.0100; Fax: 610.688.0700; E-Mail: [customerservice@clsi.org](mailto:customerservice@clsi.org); Website: [www.clsi.org](http://www.clsi.org)





March 1, 2013

Mr. Charles Brokopp  
Director  
Wisconsin State Lab of Hygiene  
465 Henry Mall  
Madison, WI 53706

Dear Mr. Brokopp:

I am pleased to notify you that Kathleen Jaglin has earned recognition from the Universal Public Procurement Certification Council (UPPCC) by obtaining the CPPO credential. Kathleen is now among a select group of procurement professionals to be distinguished by this professional certification.

Kathleen attained this distinction by meeting high standards of proficiency in public procurement as demonstrated by substantial professional experience, purchasing related coursework and superior examination performance.

You are to be complimented for your professional support of Kathleen. This significant achievement represents a credit to you, and your agency. Your efforts and support systematically advance the procurement profession as a whole by increasing workforce competence and credibility.

You may wish to honor Kathleen in a special ceremony to acknowledge this accomplishment. This will afford you an opportunity to publicize the professional accomplishment of both Kathleen and the Wisconsin State Lab of Hygiene.

Sincerely,

Ann Peshoff, CAE, CMP  
Director, UPPCC

## **Family Visits Newborn Screening Lab That Saved Their Sons**



***Kellen Brown (front) and his brother Connor stand in front of the tandem mass spectrometer that found their PKU disease during their initial newborn screening. The boys continue to send in blood specimens to the lab for monitoring of their condition.***

Christine and Kevin Brown had never heard of PKU until the fateful day they received a phone call telling them the newborn screening test results for their 7-day-old son Connor were positive for the rare, inherited metabolic disorder. If left untreated, PKU (Phenylketonuria) can cause severe neurological complications, including severe mental retardation. Two years later, they received the same call – this time for their son Kellen.

On Monday, March 25<sup>th</sup> the Brown family – Christine, Kevin, now 7-year-old Connor, 5-year-old Kellen, plus oldest brother 10-year-old Keagan and their Grandpa Bill -- toured the [WSLH newborn screening laboratory](#) where just a few drops of blood from Connor’s and Kellen’s heels were tested and helped put them on a path to normal childhood development.



***WSLH Chemist Mary Carlstedt hand applies patient blood specimens to an isoelectric focusing gel used to screen for hemoglobin disorders, like sickle cell disease. Looking on are Kellen, Connor and Keagan Brown and their mom Christine and Dr. Patrice Held (wearing glasses), the WSLH Newborn Screening Laboratory’s co-director.***

“This was an amazing tour for us,” Christine said. “We really enjoyed meeting the people in the lab that saved our children’s lives.”

In addition to being a Mom to two sons with PKU, Christine is now executive director of the National PKU Alliance. And Dad Kevin is a professional chef who conducts low-protein cooking demonstrations around the country for PKU families. People with PKU cannot process protein properly in their bodies, so they must follow a low-protein diet their entire lives.

2013 is the 50<sup>th</sup> anniversary of newborn screening and PKU was the first disorder tested for. Now Wisconsin’s newborn screening program screens all babies in the state for more than 40 rare disorders that left untreated can lead to serious health issues, and in some cases death. Just a few drops of blood can save a baby’s life.

## UW Day at the Capitol and UW Science Expeditions



***Tom Zinnen from the UW Biotechnology Center tests his chromosome matching skills on the Karyotyper while WSLH Cytogeneticist Kate Thompson looks on.***

WSLH Cytogenetics and Public Affairs Staff represented the State Lab at UW's Day at the Capitol yesterday. The event featured more than 30 exploration stations from UW-Madison departments, UW-Extension and UW Colleges.

The purpose of the event was to showcase for Wisconsin legislators and the public how innovation and collaboration at the UW has a positive impact on the lives of Wisconsin's people and its environment.

The State Lab table featured the *Karyotyper*, a computer-based chromosome matching training program being developed by WSLH Cytogeneticist Kate Thompson. The program can be scaled up and down so it's appropriate for teaching middle and high school students about genetics, as well as for training professional lab staff to perform cytogenetic chromosome analysis.

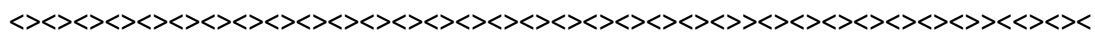


WSLH staff also helped school kids who stopped by to extract DNA from wheat germ glop.

UW Visitor & Information Programs uploaded a video chronicle of the day on YouTube --  
<http://www.youtube.com/watch?v=ORB0VEuvj8E>

***WSLH Cytogenetics Fellow Dr. Justin Schleede and WSLH Genetics Counselor Kimberly Anderson take a break with Bucky during UW Day at the Capitol.***

From WSLH Online! Volume 224: April 5- April 26, 2013



 **UW-Madison**   
**SCIENCE EXPEDITIONS**



**APRIL 5, 6 & 7, 2013**

UW is holding its 11<sup>th</sup> annual Science Expeditions this weekend. This is a great way to combine education and fun for kids (and adults) of all ages.

WSLH Cytology will have an exploration station at the WI Institutes for Discovery on Saturday and both Cytology and Cytogenetics will be at the Health Sciences Learning Center on Sunday. Come visit your colleagues and pipette some wheat germ glob DNA, test your skill at chromosome matching or make a “cell” with plastic bags, Karo syrup and candy.

All exploration stations are open from 10 AM – 2 PM. There are also science-related events all over campus during the weekend. You can find all the info you need at <http://www.science.wisc.edu/events-science-expeditions.htm>

## CELEBRATING 50 YEARS OF SAVING LIVES WITH NEWBORN SCREENING



Chuck Brokopp, DrPH



Scott Becker, MS

APHL President Charles Brokopp, DrPH, and Executive Director Scott Becker sat down recently to discuss the beginning of a year-long celebration of the 50<sup>th</sup> anniversary of newborn screening.

**Scott Becker:** Fifty years of newborn screening! What an amazing anniversary.

**Charles Brokopp:** Newborn screening is truly one of the greatest accomplishments in the history of public health. There are thousands of children and adults who are alive today, or who have had their lives significantly improved, as the direct result of newborn screening.

**Becker:** This year, we hope to spread the word widely about newborn screening and its extraordinary successes. We want people to understand the importance of it and are hoping the APHL/CDC awareness campaign reaches far and wide.

**Brokopp:** We've been looking forward to this anniversary as an opportunity to highlight the importance of newborn screening.

**Becker:** In fact, it was two or three years ago, when Carla Cuthbert [PhD], from CDC, was visiting APHL that we counted back and realized we were coming up on 50 years—what an opportunity to celebrate newborn screening in a big way! So we began, together with the Newborn Screening Quality Assurance Program, to brainstorm ways to raise awareness with important audiences. Deeper into it, we realized that the anniversary also coincides with the sunset date of the NBS Saves Lives Act. The Act needs to be re-authorized this year so this campaign could have double the impact. Ultimately, we hatched a plan—and it's the first public awareness campaign of its kind for APHL.

**Brokopp:** An opportunity to celebrate newborn screening is also an opportunity to celebrate the public health laboratory's contributions to each state. Over the years, the public health labs have played a key role in the growth and expansion of screening.

This includes new tests and procedures, but also working with others within our states and nationally to identify the conditions that can be screened for and to establish appropriate follow-up programs.

**Becker:** The cooperative nature of the newborn screening system is why it's fitting that this is an awareness campaign that has many, many partners. One of our major partners in this campaign is PerkinElmer, which is supporting our book project. Additionally, we are working in many capacities with federal and state agencies, laboratories, families, medical professionals and their societies, and other public health organizations.

Newborn screening saves over 12,000 American babies from death or permanent disability every year.<sup>1</sup> Public health laboratories are responsible for 97% of this screening.

**Brokopp:** Newborn screening is one of the best examples of a collaborative public health program that provides significant benefits to everyone. Recommendations from national advisory committees, professional associations and newborn screening experts have contributed to the standardization of laboratory and non-laboratory screening throughout the United States.

**Becker:** In addition to celebrating achievements in newborn screening, the campaign will educate expectant parents, families and healthcare providers about the critical importance of this public health service, and win ongoing support from policymakers to ensure that it continues to advance.

<sup>1</sup> Each year US newborn screening programs identify 6,000 babies with congenital disorders and 6,000 with hearing loss.



Fifty years ago, in 1963, Massachusetts became the first state to screen newborns for PKU, an inability to process phenylalanine. Since this amino acid is delivered in both traditional formula and breast milk, children will suffer irreversible brain damage quickly if left undiagnosed.

**Brokopp:** There is a wide range of campaign activities, spaced throughout the year, designed with different groups in mind. There are several brochures, one produced for policymakers, "Four Facts Policymakers Need to Know," and another for expectant parents/medical professionals called "What's the Best Thing You Can Do to Protect Your Newborn's Health." There will also be blog posts on maternity and parenting sites.

**Becker:** The most unique part of the campaign was the public service announcement in Times Square in November and December. We wanted to take advantage of New York's busiest months and ran two different spots many times each hour on a jumbotron in Times Square, one of the most densely packed places anywhere. I dragged my family out to Times Square in the bitter cold to wait for the ad. It was so exciting that we waited around to see it again an hour later. A group of New Jersey public health laboratorians did the same thing, a few weeks later.

**Brokopp:** We are also writing a book about the heroes of newborn screening. It shares stories from impacted families and traces the development of the newborn screening system. We hope the book will honor the commitment of our public health community and impacted families. The book will show how the system is essential to the success of newborn screening, that every detail of the process—from taking a good sample to timely laboratory testing to the follow-up with parents—is vital to achieve good results.

**Becker:** To bring the awareness campaign to the national policy level, we will host a full day of events in Washington, DC, on September 18, 2013. We are bringing parents and affected individuals to the policymakers to discuss their stories. In an event moderated by Richard Besser, MD, ABC News Chief Medical Editor, Congressional members will meet with CDC, HRSA and NIH to discuss the importance of newborn screening to our entire nation, as well as within their agencies. I should also say—prior to this policy event, Dr. Besser, who is a pediatrician, will host a Twitter chat on newborn screening. It will allow the public to interact freely with newborn screening experts. He has more than 25,000 followers, which will make this the biggest public health chat possible.

**Brokopp:** Throughout the year, newborn screening exhibits will be traveling to states and professional societies. Some labs will offer public tours and other

publicity events, and there will be retrospective presentations on newborn screening at the NBS and Genetic Testing Symposium in May. This will be a joint meeting with the International Society for Neonatal Screening.

**Becker:** The 2013 Newborn Screening and Genetics Symposium will have more than 600 participants—our largest gathering yet. It's May 5-10 in Atlanta and will be a special opportunity to highlight the laboratory component of the newborn screening system. Outside of our formal campaign, we've been seeing some exciting uses of social media. Arizona's State Health Official, Will Humble (MPH), wrote a blog entry in January praising the achievements of the newborn screening program. (See <http://directorsblog.health.azdhs.gov/?p=3445>.) It came to our attention when the Arizona Department of Health Services tweeted the link!

**Brokopp:** And in Florida, shortly after the newborn screening laboratory began screening for SCID, the state health officer announced via online video that they had identified their first child with the condition.

**Becker:** States are beginning to really share their statistics now. We also have parents interacting with the agencies via social media. In fact, APHL has been contacted by the families of children with detected newborn screening conditions in response to our NBS blog posts. It's exciting to look down the road and imagine what is coming next for newborn screening. Change—such as better system coordination and improved health outcomes—should happen more quickly and effectively with the influence of growing public awareness.

For a list of 50th anniversary of newborn screening campaign activities, see [www.50yearsavingbabies.org/calendar](http://www.50yearsavingbabies.org/calendar)

**Brokopp:** Newborn screening will continue to improve. The combined application of new technologies with the expertise, knowledge and leadership of those who have established our newborn screening programs will enhance newborn screening in many ways. The list of conditions detectable through modern genomic technologies has expanded faster than our ability to conduct pilot studies and evaluations of the use of the new technologies for population screening. The gaps in our understanding and acceptance of the societal implications of expanded NBS are being addressed by advisory committees that seek input from public health professional, geneticists, laboratorians, child advocates, parents and others.

**Becker:** APHL and our many public health partners in newborn screening look forward to exciting advances that will certainly occur over the next few decades.

For more information about newborn screening and its 50th anniversary, see [50yearsavingbabies.org](http://50yearsavingbabies.org). ♦

# Water Systems Tests by the Wisconsin State Laboratory of Hygiene

January 1 — February 28, 2013	
Number of systems on a boil water notice	6
Number of water systems tested	1599
Percent of systems on a boil water notice	0.4%
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	0
Number of boil water notices for <u>non-transient, non-community</u> water systems.	6
Number of boil water notices for <u>transient water systems</u> .	0

JANUARY 2013								
	# of Systems Tested by WSLH				# of Boil Water Notices			
	MC	OC	NN	TN	MC	OC	NN	TN
Adams	3	0	0	0	0	0	0	0
Ashland	3	0	0	0	0	0	0	0
Barron	2	1	3	0	0	0	0	0
Bayfield	3	1	3	1	0	0	0	0
Brown	10	0	2	1	0	0	0	0
Buffalo	3	0	0	1	0	0	0	0
Burnett	0	0	2	1	0	0	0	0
Calumet	8	1	2	0	0	0	0	0
Chippewa	1	3	0	3	0	0	0	2
Clark	7	1	1	0	0	0	0	0
Columbia	10	1	7	3	0	0	0	0
Crawford	6	0	0	0	0	0	0	0
Dane	33	5	5	3	0	0	0	0
Dodge	16	0	4	6	0	0	0	0
Door	3	1	2	67	0	0	0	1
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	0	0	0	0	0
Fond Du Lac	9	2	4	0	0	0	0	0
Forest	3	0	0	0	0	0	0	0
Grant	14	4	1	3	0	0	0	0
Green	8	0	4	0	0	0	0	0
Green Lake	5	2	3	0	0	0	0	0
Iowa	9	0	2	2	0	0	0	1
Iron	5	0	0	0	0	0	0	0
Jackson	3	0	1	2	0	0	0	0
Jefferson	6	8	6	21	0	0	0	0
Juneau	9	4	0	2	0	0	0	0
Kenosha	0	8	8	0	0	0	0	0
Kewaunee	3	1	3	1	0	0	0	0
La Crosse	0	2	1	1	0	0	0	0
Lafayette	7	0	0	0	0	0	0	0
Langlade	1	1	0	0	0	0	0	0
Lincoln	3	0	0	1	0	0	0	0
Manitowoc	6	3	2	3	0	0	0	0
Marathon	3	1	4	0	0	0	0	0
Marinette	7	1	1	1	0	0	0	0
Marquette	1	0	4	3	0	0	0	0
Menominee	0	0	0	0	0	0	0	0
Milwaukee	2	3	4	0	0	0	0	0
Monroe	6	2	3	2	0	0	0	0
Oconto	5	3	1	0	0	0	0	0
Oneida	1	3	1	0	0	0	0	0
Outagamie	9	0	2	0	0	0	0	0
Ozaukee	2	6	5	1	0	0	0	0
Pepin	0	1	0	0	0	0	0	0
Pierce	2	1	2	1	0	0	0	0
Polk	5	0	0	0	0	0	0	0
Portage	4	1	6	0	0	0	0	0
Price	4	1	0	0	0	0	0	0
Racine	1	2	8	0	0	0	0	0
Richland	6	0	2	1	0	0	0	0
Rock	7	6	6	14	0	0	0	0
Rusk	2	0	0	0	0	0	0	0
Sauk	13	4	4	4	0	0	0	0
Sawyer	4	0	1	0	0	0	0	0
Shawano	9	1	0	2	0	0	0	0
Sheboygan	9	2	0	0	0	0	0	0
St. Croix	2	6	0	3	0	0	0	0
Taylor	3	1	0	0	0	0	0	0
Trempealeau	9	1	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0
Vernon	4	1	5	0	0	0	0	0
Vilas	3	6	0	1	0	0	0	0
Walworth	4	1	5	4	0	0	0	0
Washburn	1	1	2	0	0	0	0	0
Washington	2	6	4	13	0	0	0	0
Waukesha	4	3	19	5	0	0	0	0
Waupaca	8	0	3	5	0	0	0	0
Waushara	5	0	0	0	0	0	0	0
Winnebago	5	0	2	0	0	0	0	0
Wood	5	4	4	0	0	0	0	0

## Report on Public Water System Testing

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

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FEBRUARY 2013								
	# of Systems Tested by WSLH				# of Boil Water Notices			
	MC	OC	NN	TN	MC	OC	NN	TN
Adams	3	2	0	0	0	0	0	0
Ashland	3	0	2	0	0	0	0	0
Barron	2	0	1	0	0	0	0	0
Bayfield	3	1	0	1	0	0	0	0
Brown	10	0	5	1	0	0	0	0
Buffalo	3	1	2	0	0	0	0	0
Burnett	0	0	0	0	0	0	0	0
Calumet	8	1	1	2	0	0	0	0
Chippewa	1	1	1	4	0	0	0	0
Clark	7	1	2	0	0	0	0	0
Columbia	10	0	5	7	0	0	0	0
Crawford	7	0	0	0	0	0	0	0
Dane	33	8	8	3	0	0	0	0
Dodge	16	4	7	5	0	0	0	0
Door	3	1	1	32	0	0	0	0
Douglas	0	0	0	0	0	0	0	0
Dunn	1	0	0	0	0	0	0	0
Eau Claire	0	0	1	0	0	0	0	0
Florence	1	0	0	0	0	0	0	0
Fond Du Lac	9	10	1	0	0	0	0	0
Forest	3	0	0	0	0	0	0	0
Grant	13	2	1	7	0	0	0	0
Green	8	0	1	0	0	0	0	0
Green Lake	5	0	0	0	0	0	0	0
Iowa	9	0	1	1	0	0	0	0
Iron	5	0	0	0	0	0	0	0
Jackson	3	0	1	3	0	0	0	0
Jefferson	6	3	6	14	0	0	0	0
Juneau	9	1	0	2	0	0	0	0
Kenosha	0	9	8	0	0	0	0	0
Kewaunee	3	0	2	0	0	0	0	0
La Crosse	0	2	1	1	0	0	0	0
Lafayette	7	0	0	3	0	0	0	0
Langlade	1	0	3	0	0	0	0	0
Lincoln	3	0	1	0	0	0	0	0
Manitowoc	6	3	5	2	0	0	0	0
Marathon	3	0	0	0	0	0	0	0
Marinette	7	1	2	4	0	0	0	0
Marquette	1	0	5	4	0	0	0	0
Menominee	0	0	0	0	0	0	0	0
Milwaukee	2	2	2	1	0	0	0	0
Monroe	6	2	0	1	0	0	0	0
Oconto	5	3	3	2	0	0	0	0
Oneida	1	3	0	0	0	0	0	0
Outagamie	9	0	0	0	0	0	0	0
Ozaukee	2	6	21	1	0	0	0	0
Pepin	0	0	1	0	0	0	0	0
Pierce	2	0	2	0	0	0	0	0
Folk	4	0	0	0	0	0	0	0
Portage	4	1	0	0	0	0	0	0
Price	3	0	0	0	0	0	0	0
Racine	1	2	7	10	0	0	0	0
Richland	6	0	2	0	0	0	0	0
Rock	7	3	6	17	0	0	0	0
Rusk	2	0	0	0	0	0	0	0
Sauk	13	4	4	1	0	0	0	0
Sawyer	3	0	0	0	0	0	0	0
Shawano	9	0	2	0	0	0	0	0
Sheboygan	9	1	4	3	0	0	0	0
St. Croix	2	5	3	0	0	0	0	0
Taylor	2	1	1	0	0	0	0	0
Trempealeau	7	1	1	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0
Vernon	4	0	0	0	0	0	0	0
Vilas	3	1	0	0	0	0	0	0
Walworth	4	2	3	10	0	0	0	0
Washburn	1	0	0	1	0	0	0	0
Washington	2	6	3	23	0	0	0	2
Waukesha	5	4	8	1	0	0	0	0
Waupaca	8	0	2	1	0	0	0	0
Waushara	5	0	0	0	0	0	0	0
Winnebago	5	0	0	0	0	0	0	0
Wood	5	1	3	2	0	0	0	0

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