

HEALTH DEPARTMENT CONSOLIDATION AGREEMENT

By and Between

CITY OF BELOIT, WISCONSIN
A Wisconsin Municipal Corporation

And

COUNTY OF ROCK, WISCONSIN
A Wisconsin Quasi-Municipal Corporation

THIS AGREEMENT, made and entered into by and between the **CITY OF BELOIT, WISCONSIN, a Wisconsin Municipal Corporation**, duly organized and existing under the laws of the State of Wisconsin, with offices at 100 State Street, Beloit, WI, hereinafter referred to as **CITY**, and **COUNTY OF ROCK, WISCONSIN, a Wisconsin Quasi-Municipal Corporation**, duly organized and existing under the laws of the State of Wisconsin, with offices at 51 South Main Street, Janesville, WI, hereinafter referred to as **COUNTY**.

WHEREAS, **CITY** and **COUNTY** have maintained separate Health Departments, with a scope and level of services individual to each; and

WHEREAS, **ROCK COUNTY** is one of only a few counties remaining in the State of Wisconsin that has a separate full service municipally funded public health department; and

WHEREAS, on numerous occasions over the past decade, the Beloit City Council has studied the issue of whether public health services should be consolidated within a single county-wide Public Health Department; and

WHEREAS, most recently in March 2003, the Beloit City Council adopted a resolution requesting the City Manager conduct a preliminary feasibility study, which was completed with preliminary reports submitted in June and July of 2004; and

WHEREAS, after reviewing all the reports and accepting public comment, the City Council adopted a resolution in November 2004, and the County Board adopted a resolution in December 2004, authorizing the establishment of a Health Merger Study Committee (hereafter the "Committee") to prepare a formal Health Department merger plan; and

WHEREAS, the Committee subsequently selected Virchow Krause as consultants, completed an in-depth study of all services and operations currently

conducted by both departments and completed a merger study report entitled, "Final Report of the Merger Study of the City of Beloit Health Department and the Rock County Health Department," (hereafter "Final Report") which was approved by the Committee on July 20, 2005 and presented to both the City Council and the County Board at a joint meeting held on July 28, 2005; and

WHEREAS, the **CITY** and **COUNTY**, having jointly reviewed the Final Report, have determined that it would be cost effective and result in enhanced services county-wide if the **CITY** were to cease providing separate public health and related services and merge all operations into a single county-wide Health Department; and

WHEREAS the City Council adopted a resolution on August 15, 2005 authorizing the consolidation of health services; and

WHEREAS, the **COUNTY** Board adopted a resolution on August 11, 2005 consenting to accept the consolidation of public health services as stipulated in the Final Report; and

WHEREAS, this Agreement is intended to facilitate and assist in accomplishing the creation of a county-wide Health Department; and

WHEREAS, the delivery of public and environmental health services on a county-wide basis by the **COUNTY** Health Department would be in the public interest and would result in greater efficiency, economy and uniformity in the delivery of such services without a reduction in the existing scope or level of services; and

WHEREAS, **CITY** herein intends to dissolve its Health Department and transfer some furnishings and fixtures to **COUNTY** for use in setting up a full service office to provide services in the City of Beloit; and

WHEREAS, the **CITY** agrees to make available all records, both hard copy and computerized, for use by **COUNTY** Health Department under such terms and conditions as meet current legal standards and are needed by the **COUNTY** Health Department to facilitate continued service delivery; and

WHEREAS, this Agreement is intended to define the public health services and the level of such services to be provided by the **COUNTY** Health Department to the **CITY** and is further intended to ensure the continuation of those services beyond the merger implementation date.

WITNESSETH:

NOW THEREFORE **CITY** and **COUNTY**, under the authority of, but not limited to §66.0131(2) and §66.0301, Wisconsin Statutes, in consideration of the mutual promises, agreements, undertakings and understandings, hereinafter set forth, agree that **CITY** shall abolish its Health Department and Board of Health and **COUNTY**, shall expand its health services **COUNTY**-wide, including providing full services within the **CITY OF BELOIT** as provided for under §251.02, Wisconsin Statutes and further agree as follows:

1. Transfer of CITY Health Services to COUNTY.

The **CITY** will transfer jurisdiction for all public and environmental health services currently provided by the **CITY** Health Department to the **COUNTY** with such transfer to take place in an orderly and efficient manner during the month of January 2006 or as soon thereafter as is practical.

2. County Health Office in City of Beloit

COUNTY agrees to establish a Health Department South County office in the City of Beloit and shall continue to provide those services to City/County residents as stipulated and better described in the Final Report of the Merger Study of the **CITY OF BELOIT** Health Department and the **ROCK COUNTY** Health Department, prepared by Virchow Krause and Company and approved by the Health Merger Study Committee on July 20, 2005, which is hereto marked Exhibit A and attached and incorporated herein by reference.

3. Staffing of County Health Office in Beloit

The Final Report specifically provides for the establishment of a **COUNTY** Health Department office located within the **CITY OF BELOIT**, said office to serve not only Beloit residents but also other residents of the southern part of the **COUNTY**, as provided for in the Final Report. The office will initially be staffed by six (6) full-time professional public health practitioners and at least one (1) full-time trained clerical staff person to support operations in the southern Rock County area. **COUNTY** hereby agrees and affirms that the

1 South County office will be maintained and adequately staffed to meet local
2 service needs. However, and notwithstanding the provisions of Sections 2
3 and 4 of this Agreement, the level of staffing may be adjusted periodically
4 (increased or decreased) if needed to meet changing service needs or
5 requirements. Any staffing changes shall first be reviewed by the **COUNTY**
6 Board of Health and forwarded to the full **COUNTY** Board for review and
7 action.
8

9 **4. Level of Services**

10 In addition to the service delivery model articulated by the Final Report and
11 approved by the Committee, the **COUNTY** will extend, and continue, the
12 provision of services to include all public and environmental health services
13 currently provided by **COUNTY** to other residents of Rock County, and meet
14 the requirements and service levels of Chapter 251 of Wisconsin Statutes.
15 **COUNTY** also recognizes and affirms that local community needs vary from
16 area to area and affirms that the County Health Department including the
17 South County office in Beloit will have flexibility in undertaking specific
18 programs and activities to meet special needs identified in Beloit, or anywhere
19 else in the County.
20

21 **5. Ordinance Amendments**

22 The **CITY** agrees to repeal or amend its health ordinances as necessary so
23 **COUNTY** can enforce **COUNTY**'s relevant health ordinances within the **CITY**
24 limits of Beloit. **COUNTY** shall also collect whatever fees and charges have
25 been approved by the **COUNTY** Board for **COUNTY** Health Department
26 inspections, licenses, permits, and services that are generally applicable to
27 residents and businesses throughout Rock County.
28

29 **6. Enforcement of Ordinances**

30 **COUNTY**, through its Board of Health and Health Department, shall, during
31 the term of this Agreement, unless otherwise precluded by law, enforce valid
32 **COUNTY** public health related Ordinances, including those which require
33 public health inspections as a condition of license or permit approval.

Furthermore, it is understood that nothing contained herein precludes **COUNTY** or its Health Department from enacting health regulations or Ordinances as authorized by law.

7. Membership on the COUNTY Board of Health.

The **CITY** will voluntarily disband its Board of Health effective on or before the effective date of service consolidation. The **COUNTY** will ensure that, following the date **COUNTY** begins providing services within the City of Beloit and continuing thereafter, at least one (1) citizen member of the Rock County Board of Health shall be a City of Beloit resident.

8. Furniture and Equipment to be Transferred to COUNTY.

The **CITY** hereby agrees to collaboratively work with **COUNTY** to develop a detailed list of medical supplies and office furnishings, equipment and related fixtures currently utilized by the **CITY** of Beloit Health Department, which will become surplus following the merger of health related services. **CITY** hereby agrees to donate or contribute all surplus items to **COUNTY** on an "as needed" basis for use by **COUNTY** in setting up and operating the new Beloit (South Rock County) office. A detailed list of equipment to be donated is attached to the Intergovernmental Agreement as "Exhibit B."

9. Preferential Consideration of Beloit Health Department Employees.

The current **CITY** Health Department staff includes a number of highly qualified public health professionals who could contribute substantial talent and experience to the **COUNTY** Health Department. **COUNTY** agrees to consider current **CITY** Health Department staff who apply to fill the vacancies created in the **COUNTY** Health Department due to the merger of health services.

a. Preferential Screening for City Employees

All **CITY** Health Department staff who apply for vacancies within the **COUNTY** Health department will be granted an interview and be allowed

1 to participate in any other testing or pre-employment selection criteria
2 established by **COUNTY** Human Resources department for these
3 positions.

4 **b. Salary and Benefits for Selected Employees**

5 If selected for employment, **CITY** Health Department staff shall receive the
6 following consideration:

7 i. **COUNTY** salary and benefits appropriate under the applicable pay
8 plan or collective bargaining agreement.

9 ii. Participation in the **COUNTY**'s group health insurance program as
10 appropriate under the applicable pay plan or collective bargaining
11 agreement, to take effect on the first day of the month following
12 appointment, and there shall be no exclusions for existing
13 illnesses/injuries.

14 iii. Employees will be enrolled in the Wisconsin Retirement System
15 (WRS) as are other **COUNTY** employees.

16
17 iv. All benefits routinely provided to similar employees of **COUNTY**.

18
19 v. Any incentives or other benefits which may be offered by **COUNTY**
20 to new public or environmental health employees selected for the
21 service consolidation.
22

23 **10. CITY Paper and Computerized Records.**

24 As required by the State Division of Public Health, the **CITY** will archive
25 and retain (as required by law) all departmental records following the
26 transfer of services to **COUNTY**. **COUNTY** shall have access to all **CITY**
27 paper and computerized records which may be needed to facilitate the
28 transition process and may later be needed for the continued provision of
29 public and environmental health services. **COUNTY** shall follow the
30 applicable confidentiality requirements regarding the records of any

1 service recipients which may come under **COUNTY** control. The transfer
2 of records shall be done in compliance with all appropriate State and
3 Federal statutes.
4

5 **11. Funding of Consolidated Services.**

6 Funding of the **COUNTY** Health Department shall be under the control of
7 the Rock **COUNTY** Board of Supervisors and shall be part of the annual
8 budget process beginning for calendar year 2006. The **CITY**
9 acknowledges that the **COUNTY** tax levy for health services shall be
10 extended to Beloit property owners effective with the 2005 tax levy,
11 payable in 2006. The **CITY** further agrees and acknowledges that the
12 municipal tax levy will be reduced by the amount previously expensed to
13 provide public and environmental health services to **CITY** residents. In
14 2006, **COUNTY** hereby commits to provide the funding necessary to fully
15 implement the service and staffing plan per the Final Report of the Merger
16 Study Committee (Exhibit "A").
17

18 **12. Contractual Services with Other Agencies.**

19 **CITY** has entered into agency agreements with the State Division of
20 Health, the Department of Agriculture, and the Department of Commerce
21 for the purpose of making various inspections and investigations related to
22 environmental and public health matters. The **CITY** has also entered into
23 Memorandums of Understanding (MOU's) with other agencies and not-for-
24 profit corporations relevant to the provision of public and environmental
25 health related services in the **CITY** of Beloit. **COUNTY** agrees to
26 renegotiate as necessary and fully assume the requirements of those
27 agreements and MOU's upon the effective date of the assumption of
28 service delivery to the **CITY** of Beloit. Copies of all such agreements are
29 attached hereto as Exhibit "C."
30

1 **13. Term of Agreement.**

2 This Agreement shall be and remain in full force and effect for so long as
3 **COUNTY** maintains a Health Department and Board of Health in
4 accordance with §251.02, Wisconsin Statutes.

5
6 **14. Monitoring and Annual Report.**

7 **COUNTY**, through its Board of Health, will be responsible for monitoring
8 the services enumerated herein and the level of services provided to **CITY**
9 residents as stipulated in the attached report. At least once every
10 calendar year, the **COUNTY** Board of Health shall prepare an Annual
11 Report which shall summarize the services performed by the **COUNTY**
12 Health Department during the reporting period. A copy of this Report shall
13 be provided to the **CITY** Manager in a timely manner.

14
15 **15. Notices.**

16 Any notice required to be given in this Agreement by **CITY** or **COUNTY**
17 shall be sent or delivered to the **COUNTY** Clerk, 51 South Main Street,
18 Janesville, WI 53545. Notice by **COUNTY** to **CITY** shall be sent or
19 delivered to the **CITY** Manager, 100 State Street, Beloit, WI 53511.

20
21 **16. Authority.**

22 **CITY** enters into this Agreement pursuant to action taken by its City
23 Council on the 3rd day of October, 2005.

24 **COUNTY** enters into this Agreement pursuant to action taken by its
25 County Board of Supervisors on the 13th day of October,
26 2005.

City of Beloit

By: _____

Larry M. Arft, City Manager

Name

By: _____

Kay S. O'Connell

(signature)

Kay S. O'Connell

Kay S. O'Connell

Its _____

County Clerk

County Clerk

ATTEST:

By: _____

Carol S. Alexander

Carol S. Alexander, CMC, City Clerk

Name

By: _____

Richard K. Ott

(signature)

Richard K. Ott

Richard Ott

Its _____

CHAIRMAN

~~President~~, Rock County Board of Supervisors

APPROVED AS TO FORM:

By: _____

Richard V. Holm

Richard V. Holm, City Attorney

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this agreement.

By: _____

Paul York, City Comptroller

EXHIBIT "A"

FINAL REPORT OF THE MERGER STUDY
OF THE CITY OF BELOIT HEALTH DEPARTMENT
INTO THE
ROCK COUNTY HEALTH DEPARTMENT

July 28, 2005

As prepared by VIRCHOW, KRAUSE & COMPANY, LLP

**Final Report of the
Merger Study of the City of Beloit Health Department
into the Rock County Health Department**



**Virchow Krause
& company**

Ten Terrace Court
P.O. Box 7398
Madison, WI 53704-7398
800-362-7301
www.virchowkrause.com

Michael Ley, CMC, Partner
State and Local Government Group

July 28, 2005

Merger Study of the City of Beloit Health Department into the Rock County Health Department

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Merger Study of the City of Beloit Health Department into the Rock County Health Department

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Introduction

In January 2005, the City of Beloit retained the consulting services of Virchow, Krause & Company and its subcontractor, former public health practitioner and consultant Mary Ann Murphy, to conduct a study of the possible merger of the City of Beloit Health Department into the Rock County Health Department.

Project Purpose and Scope

The purpose of the study, as specified in the Request for Proposals issued by the City of Beloit in December 2004, was to assist the City of Beloit and Rock County in determining the feasibility of merging the City's health department into the County's health department. Specifically, the five key objectives of this project were to:

1. Identify and analyze current services provided by the City and County health departments.
2. Identify comparative information and apply industry standards to guide the development of a merged department.
3. Assist in the overall study and planning process to help staff work groups prepare information for the Merger Study Committee and facilitate committee decision-making.
4. Assist in the development of budget and planning documents to implement the service delivery options recommended by the Merger Study Committee.
5. Prepare and present the study report.

Project Approach and Methodology

To ensure broad-based input from both the City and County, a highly collaborative approach was taken throughout the study process and included the following critical elements:

Merger Study Committee – A 12-member Merger Study Committee, made up of elected and appointed representatives from the City and County, was formed in January to oversee the study process. The Merger Study Committee held eight meetings from January to July, when the study report was presented to the committee. A list of the Merger Study Committee members can be found at the end of this report. Minutes of the Merger Study Committee meetings are in Appendix D.

Health Department Work Groups – Several work groups were formed and provided valuable input to the consultants during the study process. The work groups consisted of managers and key staff of both health departments, as well the Assistant City Manager, Assistant County Administrator and the Deputy County Human Services Director. The Public Health Work Group provided information regarding public health nursing, environmental health and health education programs. The Human Services Work Group provided information regarding the human services programs currently being provided by the Beloit Health Department and service delivery options if the health department merger occurs.

Continuous Feedback – The study process was marked by the involvement of managers and key staff in providing program information and reviewing draft documents. For program areas where service delivery approaches differed between the City and County health departments, Virchow Krause facilitated focus group meetings of the Public Health Work Group to discuss the impacts and service outcomes associated with different service approaches before presenting this and other information to the Merger Study Committee for recommendation.

To meet the project objectives and to address the study areas identified, the project team incorporated a variety of methods to complete this project:

- Solicitation of input and information from the staff work groups.
- Review of background information, including staffing and budget information, department annual reports, organizational charts, position descriptions, state regulations, program utilization and outcome data, and community assessment information.
- Examination of health department practices and operations in relation to three other counties (Brown, Eau Claire and Kenosha) through interviews with these other county representatives and review of information they provided.

Decision Item Format for Considering Service Difference – The study identified nine program areas, from a list of over 40 programs, for further analysis and discussion due to more substantive differences in service approach or delivery between the two health departments. To facilitate the analysis of how these selected services are currently provided and how they might be provided under a merged department, Virchow Krause presented service options to the Merger Study Committee using a succinct and structured decision item format that included the following information for each of the nine program areas identified:

1. Description of decision – What is the decision to be made?
2. Description of current service – What is the type, level and service delivery method used by each health department?
3. Expenditures and revenues – What are the expenditures and revenues associated with this program, including the identification of any grant or program revenues specifically tied to the program?
4. Summary of full-time equivalent (FTE) positions – What is the level and type of staff allocated to the program?
5. Service effectiveness – What information do the two departments collect that points to how effective the service is as it is currently being provided?
6. Availability of service from other entities – Are there any other providers that currently provide or could provide this service in the community?
7. Comparative service and best practice information – What is the service approach of other health departments surveyed (i.e., Brown, Eau Claire and Kenosha), and are there any industry standards or state regulations to guide how the service should be delivered?
8. Anticipated fiscal and staffing impact of service decision – What impact will selecting a particular service option have on staffing and fiscal requirements?
9. Other impacts of service decision – What are the tangible or intangible, non-financial impacts of selecting one service option over another?
10. Legal considerations – What are the collective bargaining and liability issues or risks involved in selecting one service option over another?

The decision item papers for the nine program areas with substantive differences between the City and County health departments are included in this report, along with the recommendations made by the Merger Study Committee.

Background

Beloit and Rock County Health Departments

The City of Beloit (pop. 36,000) is the oldest municipality in Rock County (pop. 150,000), and had in place a full-service public health department since 1934, prior to the County initiation of public health services. With the exception of the City of Beloit, which continues to maintain its own health department, the Rock County Health Department currently provides all public and environmental health services in Rock County, including health services to the City of Janesville (pop. 60,000).

The Rock County Health Department is certified as a Level III health department, which is the highest designation provided by the State of Wisconsin for public health departments. For each of the levels (I, II and III) health departments are required to provide services that address an increasing number of objectives from the various sections of the state public health plan, with Level III services representing the highest number of objectives to be addressed. The Beloit Health Department had been a Level III health department until last summer, when the state Department of Health and Family Services changed the department's designation to Level II because the interim director of the City Health Department does not meet the educational qualifications required to lead a Level III health department. The interim health director, an experienced public health professional and public health nursing supervisor, has filled the department's top management vacancy since the retirement of the City's previous health director and pending the outcome of the merger study. Despite the department's official Level II status, the Beloit Health Department continues to provide services consistent with a Level III health department. Therefore, there are currently two public health departments operating within the boundaries of Rock County that provide Level III health services.

In addition to providing public health nursing, environmental health and health education services to the citizens of Beloit, the City Health Department has evolved over time to include various human service programs. Some of the human services provided by the Beloit Health Department are funded under contract through the Rock County Human Services Department, while others are supported by City funds or other independent funds. These services represent non-traditional services, not typical of health departments in Wisconsin. If a merger of health departments occurs, these services would not be included in the newly-merged department. Instead, suitable agencies would need to be identified to provide the human services that are currently administered by the Beloit Health Department.

A detailed table describing and comparing the programs offered by both health departments was developed by City and County staff and can be found in Appendix A. While both health departments have been recognized by the State for providing comprehensive and quality public and environmental health services, this table further shows the breadth and depth of services offered by each of the health departments.

Merger History

Over the past 15 years, the issue of merging the two health departments has been discussed. However, none of these past discussions has led to a merger. In March 2003, the Beloit City Council adopted a resolution requesting that the City Manager complete a preliminary feasibility study, which was presented to the City Council in June 2004, with a follow-up report presented in July 2004. These preliminary study efforts resulted in valuable information that provided the impetus to continue to pursue the possibility of a health department merger. In November and December 2004, the Beloit City Council and the Rock County Board, respectively, adopted resolutions to authorize the creation of a Merger Study Committee to guide the study process and to establish equal City and County representation on this Committee. Until the current effort that began earlier this year, a formal study process involving structured discussions and recommendations from City and County representatives about what a merged health department would look like, along with detailed staffing and budget plans, had not occurred.

The City and County are fortunate that the current merger discussions can take place in the context of two strong public health departments, each with dedicated staff that is committed to providing quality services to the citizens in their respective jurisdictions. It is always easier to consider the possibility of a merger and to actually implement a merger when there are more similarities than differences between the affected entities.

Executive Summary

After months of facilitated review, analysis and discussions, representatives from the City of Beloit and Rock County serving on the Merger Study Committee have developed a blueprint for merging the City of Beloit Health Department into the Rock County Health Department. Except for the City of Beloit, the Rock County Health Department currently serves the public and environmental health needs of the entire county with a staff of 28.45 full-time equivalent (FTE) positions and a budget of almost \$2.2 million. The Beloit Health Department serves the public and environmental health needs of city residents with a staff of 10.95 FTE and a budget of almost \$925,000.

While differences in service approach exist between the two departments, the similarities outweigh the differences. Even some of the differences in service approach that exist between the two departments are more subtle than perhaps initially thought. Based on a comprehensive list of over 40 programs in public health nursing, environmental health and health education that was developed by staff of both departments, only nine program areas were highlighted for further analysis due to more substantive differences in service approach or delivery. These nine program areas were presented to the Merger Study Committee for review and selection of service options for the merged department.

Of the service options presented to the Merger Study Committee, there were no right or wrong approaches, but simply choices that could be considered more appropriate or feasible for a merged department. The Merger Study Committee considered the current approaches to service delivery in the nine identified areas and carefully reviewed the various impacts of these options. To the extent practical, the Merger Study Committee integrated what could be considered "best practice" approaches of both health departments into the service delivery model for the merged health department.

The merger plan, if adopted, calls for a staffing level of 37.20 FTE positions, which is 2.20 FTE less than the current total staffing of the two departments combined. The elimination of the vacant City Health Director position, a clerical position in the City Health Department and some staffing efficiencies can be viewed as the "merger dividend" – the savings resulting from the proposed merger of the two health departments.

The proposed merger would maintain the current level of direct service staff in the public and environmental health areas, and also enhance services countywide due to the following:

- Addition of a health educator/grant writer position;
- Adoption of a more comprehensive community needs assessment process; and
- Establishment of a satellite county health office in Beloit to provide direct service to residents from the City of Beloit and southern Rock County.

These service enhancements, as well as extending services to the City of Beloit population, are responsible for the slight tax rate increase of approximately 2 cents per \$1,000 of equalized value for countywide health services or approximately \$3.45 on a \$150,000 home.

Comparative Information

Other Department Comparisons

As part of the merger study, comparisons were made with three other combined health departments to gain information about service approach in areas where there were difference in the way the Rock County Health Department and the Beloit Health Department delivered services. In this way, the information from other combined health departments could inform the decision-making process of the Merger Study Committee as it considered which approach to service delivery would be most appropriate or feasible for a merged health department.

The Public Health Staff Work Group recommended three communities (Brown, Eau Claire and Kenosha) be surveyed from a list presented by the consultants. The Merger Study Committee then approved the departments selected and phone surveys were conducted with the directors of each of the combined health departments. The communities selected for comparison were based on criteria such as population, health department certification level, and reputation. The following table identifies some demographic information for the communities selected by the Merger Study Committee, as well as the relevant information for Rock County and the City of Beloit. The statistical information was obtained from 2000 U.S. Census data, unless otherwise noted.

County and Municipality	2004 Population Estimate	% of Persons Below Poverty (4/1/2000)	% of Minority Population	% of Persons 5 & Over Who Speak Non-English Language at Home
Brown County Green Bay	237,841 103,653	6.9% 10.5%	8.9%	7.1%
Eau Claire Eau Claire	96,214 63,897	10.9% 13.5%	5.0%	6.1%
Kenosha Kenosha	156,082 92,808	7.5% 9.5%	11.6%	9.7%
Rock Beloit Janesville	155,536 36,058 61,310	7.3% 12.5% 6.5%	9.0%	6.1%

While the purpose of the survey was not to conduct a detailed staff or budget benchmarking review, the information in the following table is helpful to put the size of the other health departments in context.

	City of Beloit	Rock County	Brown County	Eau Claire County	Kenosha County
Background					
Population (2004 Estimate)	36,058	119,478 (1)	215,803 (2)	96,214	156,082
Year of Merger	N/A	N/A	1994	1941	1992
Financial Data (2005 Budget)					
2005 Expenditures	\$924,845 (3)	\$2,198,158	\$5,097,789 (6)	\$3,787,400	\$4,850,000
2005 Non-Levy Revenues (4)	\$341,872 (3)	\$947,842	\$3,054,053	\$1,302,300	\$3,030,000
2005 Tax Levy Support	\$582,973 (5)	\$1,250,316	\$2,043,736	\$2,420,300	\$1,820,000
Staffing (2005 Budget)					
Total staff	10.95 (7)	28.45	44.30	49.00	47.76
Administration and Management	2.00 (8)	4.00	5.00	4.00	4.63
Clerical	3.00	3.00	4.00	5.00	4.45
Public Health	4.00	14.45	18.40	25.00	29.58
Environmental Health	1.00	7.00	7.00	11.50	8.50
Health Education	0.95	0.00	4.90	3.50	0.60
Regional Bioterrorism	N/A	N/A	5.00	N/A	N/A
Ancillary/Human Services	42.74 (9)	N/A	N/A	N/A	N/A
(1) Rock County total population is 155,536; coverage for Rock County Health Dept. not including City of Beloit is 119,478.					
(2) Brown County total population is 237,841; coverage for the Health Department not including the City of DePere is 215,803.					
(3) For Beloit, expenditures and revenues exclude approximately \$997,423 for ancillary/human services, which are not typical services provided by public health departments.					
(4) Non-levy revenues include program and grant funding, as opposed to general federal or state aid, such as shared revenues, that can be applied to other county or municipal services.					
(5) Beloit allocates shared revenues to offset the tax levy support for the Health Department.					
(6) For Brown County, expenditures include approximately \$2 million to serve as the fiscal agent and coordinator for the regional bioterrorism program with offsetting revenues.					
(7) For Beloit, total staff exclude the ancillary/human services positions and only includes traditional health department positions.					
(8) For Beloit, Adm. and Mgt. includes only the Health Department director position (currently vacant and being filled by the Public Health Nursing supervisor) and the PHN supervisor position.					
(9) For Beloit, ancillary/human services employees include 38.0 FTE casual employees who are not regular City employees with full benefits.					

Lessons Learned

In addition to questions about staffing, budget and service approaches, the most recently-merged health departments that were surveyed (Brown and Kenosha) were also asked a number of questions related to how broad the differences were between the departments and how they effectively merged. As the City of Beloit and Rock County consider the issues surrounding a potential health department merger, these comments may provide insights that are valuable during the transition process.

At the time of the merger, were there concerns about differences in service levels?

Brown County – There was a difference in approach in several areas between the Brown County Health Nursing Service and the City of Green Bay Health Department, including:

- For clinic services, the County had appointment clinics and walk-ins while the City had all walk-ins
- For school services, the County had regular appointments in the schools while the City did not do school visits.

Kenosha County – At the time of the merger, the County only provided nursing services, but no environmental health services, while the City operated as a full-service health department. The intent of the merger was to integrate the services that each entity provided separately into one consolidated department. The merger was governed by an intergovernmental agreement that dealt with many issues, including how collective bargaining would be affected, what would happen to staff of the two departments, how the merged operation would be funded, what role the City would have over the budget of the merged department, and how equipment and inventory would be transferred. There was no indication that services would be negatively impacted by the merger. Services to the County actually increased as a result of the merged department, which provided a full range of public and environmental health services countywide.

How were differences in service levels addressed?

Brown County – There were different work groups, made up of management and staff from the two departments, who were assigned to different areas (i.e., schools, clinics, and communicable disease). These work groups developed recommendations regarding services differences. The actual merger was on a fast track, so service issues were addressed after the decision to merge had taken place. The work groups also did some surveys of participants at various clinics about preferred service approach, but these were biased since participants basically preferred the clinic, time and location they were attending.

Kenosha County – The merger was based on the assumption that the two entities would simply merge together and provide the same services that had been previously provided. The Division of Health within the Department of Human Services would become the County Health Department with all services provided through that entity. In addition to the difference in the types of health services provided by the former City and County health departments, the other significant difference was related to different health-related ordinances that the City enforced and the County did not. The consolidation agreement included a clause that required the newly-merged health department to enforce these ordinances. The services provided to the City for this activity was dealt with through the funding arrangement the City and County established.

How did the merger accommodate the provision of services to city residents? Are there services that are offered exclusively or more frequently to city residents?

Brown County – There was no real difference in services offered to the City of Green Bay, only those that naturally occur because of the needs of the City's population. One difference is that all clinics are now in the City. They were moved from the rural areas a few years ago because rural participation was very low. However, this change did not cause concern from residents, since most people were already coming to the City for their health care.

Kenosha County - The City consistently receives over 70% of all services provided by the Division of Health. This distribution of services is tracked on an annual basis as part of the funding arrangement spelled out in the intergovernmental agreement. There is no other accommodation to providing services in different frequencies. The Division of Health operates out of two locations. The main offices of the Human Services Department are located in the expanded Workforce Development Center. Health Services are provided through Nurse of the Day clinics Monday through Friday from 8 a.m. to 4 p.m. The other location is at the Kenosha County Center in Bristol, where Nurse of the Day clinics are held Wednesday and Friday from 8:30 a.m. to 11:30 a.m. Each location is also open one time per month until 6 p.m.

Was there a reduction in services to city residents? Did anyone monitor this?

Brown County – There was no actual reduction, but in one area there is still a perception by some City officials that there has been a reduction. The former city health department had housing inspectors and those positions were retained by the City and moved into the inspection department.

Kenosha County - There has not been any indication or discussion regarding any actual or perceived reduction in the level of service. Since the City was a full-service health department prior to the merger, services increased for County residents, who were previously only receiving nursing-related services.

What one thing helped merger efforts the most?

Brown County – Two factors: Joint work groups to work on issues and get broad input; and moving the merged department to a brand new location.

Kenosha County – The City and County had had discussions for over 10 years regarding the merger of health services. The Mayor and County Executive wanted a merger to proceed. Around 1990, the City's Health Officer announced her retirement and talks became more serious. Staff from both the City and County met to establish the intergovernmental agreement.

What hurt or hindered merger efforts the most?

Brown County – Two factors: It took a whole year to be co-located, which was too long; and there were inequities in the way some union issues were settled and seniority was addressed.

Kenosha County – There was nothing that really hindered the merger from progressing. The largest sticking point in the negotiation of the funding agreement was over the level of involvement the City would have in the budget for the merged department. The County was opposed to giving up its authority over budgeting for its internal operations. This was written into the agreement and exists today.

Decision Items

Decision Item #1 – Community Needs Assessment Function

<p>1. Service Decision To Be Made</p>	<p>How should community health needs be assessed in the merged health department? (See Appendix A, Program Comparison Table p. 18)</p>
<p>2. Description of Current Service (Type, Level and Delivery Method)</p>	<p>Public health agencies use various methods to assess community health needs, and these often parallel state and national efforts to develop goals and objectives for environmental, chronic disease, communicable disease, injury prevention, reproductive/perinatal health, and infant, child and adolescent health. Many agencies started their community needs assessment efforts using the Assessment Protocol for Excellence in Public Health (APEX) model which was first introduced in 1991. APEX is a three-part process that includes:</p> <ol style="list-style-type: none"> 1. Organizational capacity assessment – an internal review of the local health department conducted by the department director and key staff. 2. Community process – involves department staff and community members in assessing the health of the community and the role of the health department in relation to community strengths and health problems. It includes both objective and subjective data and perceptions. 3. Completing the cycle – integrates the plans developed into the ongoing activities of the health department. <p>There are other models being used to provide a similar comprehensive approach to health assessment and planning. Two of the common ones are Mobilizing for Action Through Planning and Partnerships (MAPP) and Protocol for Assessing Community Excellence (PACE). Both of these community assessment models were developed by the National Association of County and City Health Officials in conjunction with other health-related organizations.</p> <p>Beloit Health Department (BHD) used the APEX model to develop its Roadmap to a Healthier Beloit, an assessment and plan developed in 1998. BHD led and coordinated the process that resulted in the 214-page Roadmap document and the identification of the top five health concerns in the City of Beloit. BHD created 5 sub-committees (Access to Health Care, Adolescent Health Action, Chronic Disease, Maternal and Child Health, and Substance Abuse) and involved over 70 community volunteers. BHD is currently in the process of initiating a new community health needs assessment using the MAPP model.</p>

	<p>Rock County Health Department (RCHD) relies on County Board of Health input, information from other agency community surveys, and some focused assessments on specific public health issues for its assessment and planning needs. RCHD did receive a PACE Assessment grant in 2002 and completed work associated with this grant in 2004. One of the outcomes was an environmental report card. RCHD tried to transfer the work of the assessment team to others outside the department to work on the identified issues. RCHD was not successful in finding another entity to do continue this effort.</p>
3. Expenditures and Revenues (including grant or program revenues supporting this service)	<p>BHD – allocated approximately \$39,000 in expenditures towards this function in 2005, which is offset by \$8,440 in grant funding under the prevention allocation of the state consolidated contract.</p> <p>RCHD – does not allocate funds for this purpose.</p>
4. Summary of FTEs	<p>BHD – uses .28 FTE health educator position and .10 FTE medical secretary position to provide primary staff support for this function. In addition, approximately .80 FTE of four other BHD positions support this function.</p> <p>RCHD – does not allocate staff for this purpose.</p>
5. Service Effectiveness	<p>Neither agency tracks measures of service effectiveness regarding the different approaches used to assess community health needs. BHD uses the comprehensive assessment and plan document from 1998 to try to establish programs which have outcomes consistent with the community needs identified in the assessment process.</p> <p>RCHD does not have a corresponding program and therefore, does not track effectiveness based on a plan developed through a needs assessment. RCHD does compile data on the effectiveness of a variety of public health programs.</p>
6. Availability of Service from Other Entities	<p>Other agencies conduct community needs assessments, such as United Way and the Action Council made up of about 40 health and human services providers in the county. While data from these agencies can be useful to assess more global community needs, the focus of the data is generally much broader than public health issues.</p>
7. Comparative Service and Best Practice Information	<p>Brown County conducted a comprehensive needs assessment in 1996 using the APEX model and involving 35 agencies. In 2002, the agency conducted a reassessment and addressed the lack of business involvement in the process by getting the Chamber of Commerce to jointly fund a coordinator position with the hospitals that would focus on the key issues identified in the 1996 assessment (i.e., tobacco control, cardiovascular health and adolescent pregnancy prevention). This position was recently eliminated. Currently, the agency is exploring other community assessment models, such as MAPP and PACE. The department director doesn't believe the health department needs to facilitate the community needs assessment, and was very supportive of the coordinator position funded by the business community.</p>

	<p>Eau Claire previously used the APEX model and now has a permanent citizen committee that is advisory to the board of health and is called the Healthy Communities Committee. The committee uses the MAPP model, and also participates in and uses United Way community surveys.</p> <p>Kenosha previously used the APEX model, but has now established Healthy People Kenosha County 2010, which is overseen by a steering committee that has six permanent subcommittees (Access to Health, Healthy Lifestyle, Youth Health, Mental Health, Environmental Health, and Injury Prevention) and implementation committees. Through surveys and these committees, the steering committee reassesses the county's health needs every five years. An annual report is prepared each January, with the committees reviewing goals and objectives annually. Daimler/Chrysler has a separate initiative that mirrors the county's, and provides representatives to the county's steering committee and Access to Health subcommittee.</p> <p>Summary – All three (3) comparative health departments use a comprehensive approach to assessing community health needs that is more similar to the approach used by BHD. State guidelines encourage public health agencies to conduct a community needs assessment, but do not require a specific process or timeline be adhered to.</p>
8. Anticipated Fiscal and Staffing Impact of Service Decision	Adoption of the BHD approach for assessing community health needs through one of the models for comprehensive and broader input and assessment would undoubtedly require a greater commitment of staff resources, either through health education staff, other professional public health staff, or in collaboration with other health agencies or the business community.
9. Other Impacts of Service Decision	<p>Adoption of the BHD approach to a comprehensive community needs assessment could impact the following:</p> <ul style="list-style-type: none"> • Enhanced ability to get broad input to community health issues and identify needs that the health department may not be aware of. • Opportunity to network with community members, business leaders, and other health care providers around common goals and objectives. • Ability to allocate limited resources to the areas of greatest need. • Identification of unmet community health needs without the ability to adequately fund initiatives to address these needs. • Enhanced ability to solicit grant funding based on the needs identified through the community assessment process.
10. Legal Considerations	None.
11. Recommendation of Merger Study Committee	Motion by Marty Densch, seconded by Susan Anderson, to accept the service delivery model of a formal health needs assessment as presented and to recommend that the health educator position be included in the merged department. Motion passed unanimously. (4-21-05)

Decision Item #2 – Health Education Function

1. Service Decision To Be Made	How should the health education function be delivered in the merged health department? (See Appendix A, Program Comparison Table pp. 18-20)
2. Description of Current Service (Type, Level and Delivery Method)	<p>The health education function for public health agencies is an integral part of their mission. How agencies carry out this function varies, with some using a more centralized and others a decentralized approach. The services in this functional category provided by one or both agencies include: coordination of the Safe Community Coalition, community needs assessment, grant writing, dissemination of public information, participation in community health fairs, and coordination of visiting resources, such as the Ronald McDonald dental van.</p> <p>Beloit Health Department (BHD) uses a more centralized service approach and employs a health educator to serve as the primary coordinator and deliverer of health education services, with other agency staff involved as necessary. The duties and responsibilities of the health educator position are to:</p> <ul style="list-style-type: none"> • Participate in the assessment of community health needs. • Assist in developing and/or redesigning services to meet identified needs. • Provide leadership in the development, implementation and evaluation of specific educational programs. • Serve as an educational and informational consultant to BHD staff in the development of specific health education programs. • Prepare and conduct public health educational programs. • Prepare and assist in the preparation of BHD publications. • Develop and/or modify existing media presentations. • Survey target populations and recommend training needs to meet program objectives. • Identify available funding sources; write and apply for grants. <p>Rock County Health Department (RCHD) uses a decentralized service approach, with various agency staff (i.e., public health nurses, sanitarians, health aides and managers) involved in providing health education services.</p>
3. Expenditures and Revenues (Including grant or program revenues supporting this service)	<p>BHD – allocated approximately \$127,300 in expenditures towards the general community health education function (including approximately \$39,000 for community assessment efforts) in 2005. Direct staff costs are the largest expenditure and are noted under item #8, which is offset by approximately \$35,342 in grant funding from the Department for Transportation. The remaining costs consist of other incidental BHD staff time, including supervisory/administrative time, and non-personnel expenditures.</p> <p>RCHD – does not separately track expenditures and/or revenues associated with the health education function.</p>

4. Summary of FTEs	<p>BHD – .95 FTE health educator position; plus .32 FTE medical secretary position to assist in the health education function.</p> <p>RCHD – does not separately track FTEs associated with the health education function, since this function is carried out through various agency staff.</p>
5. Service Effectiveness	<p>Neither agency tracks measures of service effectiveness regarding the distinct approaches used to deliver this service. BHD tracks input measures such as number of requests for information, press releases, media interviews, attendance at events, etc. RCHD also tracks some input data.</p>
6. Availability of Service from Other Entities	<p>Other health care providers in the community (i.e., hospitals, clinics, physicians) also provide health education. Typically the focus of these services is on current issues or "themes of the day", as opposed to long-term issues that have a broader public health focus.</p>
7. Comparative Service and Best Practice Information	<p>Brown County employs 4.9 FTE health educators who are all grant-funded and focused on specific program initiatives (i.e., injury prevention, tobacco control, women's health, bioterrorism, parenting/high risk families). There is no general purpose health educator position for the agency.</p> <p>Eau Claire employs 3.5 FTE health educators, with 1.0 FTE general purpose educator position funded by the property tax levy who is assisted by 2.5 FTE special program staff working on specific initiatives (i.e., tobacco prevention, State Incentive Grant for AODA prevention for juveniles, and youth programs).</p> <p>Kenosha employs .6 FTE health educator to coordinate special programs (i.e., childhood lead prevention, safety seat, injury prevention for the elderly with the Medical College of Wis.). Most of the public relations type of activities are carried out by the assistant nursing director.</p> <p>Summary – All three (3) comparative health departments have health educator positions (or a portion of a position) focused on specific programs. Only one (Eau Claire) also has a general purpose health educator position.</p>
8. Anticipated Fiscal and Staffing Impact of Service Decision	<p>Adoption of the BHD model for delivering health education services would add a .95 FTE health educator position at an annual cost of \$60,000. In addition .32 FTE medical secretary assists this function at an estimated annual cost of \$17,600.</p>
9. Other Impacts of Service Decision	<p>Adoption of the BHD health education model could impact the following:</p> <ul style="list-style-type: none"> • Better coordination of health education activities. • Better leverage of existing public health nursing and environmental health staff to focus on content of health education materials and presentation as opposed to coordination and formatting of information.

	<ul style="list-style-type: none"> • Ability to support other agency staff in the development of tailored health education materials used with clients. • Greater visibility to public health issues. • Enhanced ability to implement long-term health education strategies. • Less ownership of other agency staff in health education responsibilities. • Added capacity to solicit grant funds.
10. Legal Considerations	None.
11. Recommendation of Merger Study Committee	Motion by Marty Densch, seconded by Susan Anderson, to accept the service delivery model of a formal health needs assessment as presented and to recommend that the health educator position be included in the merged department. Motion passed unanimously. (4-21-05)

Decision Item #3 – Adult Health Home Visits Program

1. Service Decision To Be Made	How should adult health home visits be delivered in the merged health department? (See Appendix A, Program Comparison Table p. 5)
2. Description of Current Service (Type, Level and Delivery Method)	<p>Beloit Health Department (BHD) provides health visits to adults for assessment, education, referral and follow-up, health surveillance and on-going management of adults with physical, mental, and social health issues. Some specific services include monitoring and education for new medication, hygiene, and physical and mental conditions. The visits are intended to be more educational, with little if any direct or skilled nursing care being provided. BHD receives referrals from local health professionals, community organizations, and concerned public. Many of the social service referrals are from Beloit Memorial Hospital. The individuals receiving health visits from BHD generally do not qualify for home health care services, but BHD's provision of some human services has resulted in involvement in this more typical human service function. BHD made 163 home visits in 2004.</p> <p>Rock County Health Department (RCHD) does not generally provide on-going health visits for adults. RCHD attempts to pre-screen individuals on the phone and then makes referrals to other appropriate agencies based on needs, without making a home visit. Visits are typically made for other public health issues such as follow-up on vision and hearing and hygiene issues in the home.</p>
3. Expenditures and Revenues (including grant or program revenues supporting this service)	<p>BHD – allocated approximately \$11,946 in expenditures (all direct staff costs) towards this function in 2005, with no offsetting revenues.</p> <p>RCHD – does not have expenditures and/or revenues associated with adult health visits.</p>
4. Summary of FTEs	<p>BHD – .13 FTE public health nurse position provides direct services for adult health home visits; plus .01 FTE medical secretary position assists in support functions.</p> <p>RCHD – does not provide adult health home visits.</p>
5. Service Effectiveness	<p>BHD does not track measures of service effectiveness regarding the distinct approach used to deliver this service, but BHD does track input measures such as the number of visits.</p> <p>RCHD does not provide services in this area and, therefore, does not track information.</p>
6. Availability of Service from Other Entities	Unless individuals qualify for home health care, no other providers in the community offer adult health home visits.

<p>7. Comparative Service and Best Practice Information</p>	<p>Brown County only becomes involved with individuals having physical health issues, not mental or social health issues. The department carefully evaluates the individuals they serve based on whether they have access to other services, and does not provide services to as many adults as it used to and tends to discharge clients more quickly. There are 4.5 FTE in adult health programs for the department that provide services such as self-care education and some screenings, blood pressure monitoring, etc., often based on referrals from other health providers.</p> <p>Eau Claire provides health maintenance services for adults generally in clinic settings, but also provides some home visits. The number of home visits has been decreasing as the department focuses greater attention on maternal and child health needs.</p> <p>Kenosha County provides adult health services in home visits and in clinic settings. The department also works closely with other county human services divisions (Division of Aging and Division of Disability Resources) to ensure other client needs are cared for.</p> <p>Summary – The three comparative departments generally provide some level of health visits for adults, but either carefully screen these individuals for needed services or do not provide the level of service to the broader adult population (i.e., those with mental or social health issues as well) that BHD serves.</p>
<p>8. Anticipated Fiscal and Staffing Impact of Service Decision</p>	<p>Adoption of the BHD model for adult health home visits would require a greater commitment of staff resources. The specific staffing and budgetary impact of this model will be estimated as part of the staffing and budget plan development of the study process.</p>
<p>9. Other Impacts of Service Decision</p>	<p>Adoption of the BHD model for adult health home visits could maintain a safety net for those not eligible for home health care or other programs and would therefore likely not receive services if BHD nurses did not visit, leading to increased hospitalization or the development of more serious health conditions.</p>
<p>10. Legal Considerations</p>	<p>Potential liability issues if nurses in a BHD model migrate to providing more skilled nursing care, instead of self-care information and health maintenance and surveillance.</p>
<p>11. Recommendation of Merger Study Committee</p>	<p>Motion by Jim Van De Bogart, seconded by Dr. Konkell, to follow the County's model and not provide adult health home visits in the merged department. Motion passed, with Susan Anderson dissenting. (5-11-05)</p>

Decision Item #4 – Childbirth Education Program

1. Service Decision To Be Made	<p>How should childbirth education be delivered in the merged health department? (See Appendix A, Program Comparison Table p. 8)</p>
2. Description of Current Service (Type, Level and Delivery Method)	<p>Childbirth education classes are provided as a means of assisting parents in obtaining the knowledge and support they need during pregnancy and after the birth of the child. Childbirth education classes generally will:</p> <ul style="list-style-type: none"> • Provide accurate information about what parents can expect during pregnancy, labor and delivery as well as in the postpartum period. • Provide information on proper diet and exercise during pregnancy. • Teach techniques for relaxation, muscle control, and breathing during labor and delivery. • Provide a chance for individuals to spend time with others who are expecting a baby. <p>Beloit Health Department (BHD) offers five (5) sessions of child birthing classes to non-English speaking Hispanic women who are often not eligible for Medicaid. The program includes six (6) classes with topics such as prenatal care, labor and delivery, infant care, and breastfeeding covered by public health staff. In 2004, 32 pregnant women attended these sessions. BHD estimates that approximately 1/3 of the Hispanic women giving birth in Beloit attend the classes.</p> <p>BHD receives reimbursement, through the consolidated contract, for Perinatal Care Coordination clients for childbirth classes at both Beloit Memorial Hospital and Janesville Mercy Hospital for English speaking women. In 2004, BHD referred 30 women for free childbirth education classes.</p> <p>Rock County Health Department (RCHD) does not directly provide childbirth classes, but instead refers women to other medical providers. RCHD has an agreement with Janesville Mercy Hospital to provide free childbirth education to pregnant women receiving services from the department, who cannot pay for the classes. Interpreters are provided for non-English speaking women by the hospital. RCHD referred 23 women for free childbirth education in 2003.</p>
3. Expenditures and Revenues (including grant or program revenues supporting this service)	<p>BHD – allocated approximately \$8,600 in expenditures towards this function in 2005, with no offsetting program-specific revenues (BHD receives \$8,000 for this purpose from the consolidated contract). Direct staff costs represent all of the expenditures associated with this program.</p> <p>RCHD – does not have expenditures and/or revenues associated with childbirth education.</p>

4. Summary of FTEs	<p>BHD – .10 FTE public health nurse position provides direct services for childbirth education classes.</p> <p>RCHD – does not provide childbirth education classes.</p>
5. Service Effectiveness	<p>Neither agency tracks measures of service effectiveness regarding the distinct approaches used to deliver this service. BHD tracks input measures such as the number of women served, and uses an evaluation tool for clients who participate in the classes. Evaluation is based on the participants' increased knowledge related to childbirth and newborn care.</p> <p>RCHD also tracks information on the number of women referred to other providers for childbirth education.</p>
6. Availability of Service from Other Entities	<p>Beloit Memorial Hospital and Janesville Mercy Hospital provide childbirth education services to pregnant women. Neither provider offers classes specifically for non-English speaking women, although Janesville Mercy does have interpreters present when necessary. Beloit Hospital has interpreters on-call.</p> <p>Potentially, childbirth education classes could be provided by community-based Hispanic organizations in the County.</p>
7. Comparative Service and Best Practice Information	<p>Brown County participates in some classes for teenage parents, but this service is not consistent for all school districts. In Green Bay, the health department participates in classes, while in rural areas the education is provided in one-on-one sessions. Other childbirth education is not provided by the health department.</p> <p>Eau Claire does not provide childbirth classes. These services are provided by local hospitals. The hospitals use interpreters for non-English speaking women.</p> <p>Kenosha County does not provide childbirth classes.</p> <p>Summary – While Brown County does provide education to teenage parents, none of the three counties directly provide childbirth classes, instead relying on local hospitals, which generally provide interpreters for non-English speaking women.</p>
8. Anticipated Fiscal and Staffing Impact of Service Decision	<p>Adoption of the BHD model for childbirth education for non-English speaking women may require additional staff resources depending on the assumptions used for class size. Based on 2004 information for BHD, approximately 6.4 women were in each birthing class, and staff devoted nearly 40 hours per session on average. Either class sizes could be increased, which would likely not result in a fiscal impact, or additional classes could be added which would require approximately .02 FTE per session. The specific staffing and budgetary impact of this model will be estimated as part of the staffing and budget plan development of the study process.</p>

9. Other Impacts of Service Decision	<p>Adoption of the BHD model for childbirth classes could increase opportunities for non-English speaking, Hispanic women in other areas of Rock County to receive direct services that may not be provided currently by local hospitals if referrals are not made.</p> <p>If the BHD service model is not adopted, non-English speaking, Hispanic women could be referred to Beloit Memorial Hospital, however the hospital would have to provide interpreters, as needed.</p>
10. Legal Considerations	None.
11. Recommendation of Merger Study Committee	<p>Motion by Adam Peer, seconded by Marty Densch, to follow the County model and use hospitals to teach childbirth classes with the caveat for flexibility if the need for services is not met, grant funding is available to pay for the services, and a bilingual nurse is on staff who can give the instruction. Motion passed unanimously. (5-11-05)</p>

Decision Item #5 – Children with Special Health Care Needs Program

1. Service Decision To Be Made	Which model of serving children with special health care needs should be followed in the merged health department (i.e., a referral and follow-up model or a case management model)? (See Appendix A, Program Comparison Table p. 3)
2. Description of Current Service (Type, Level and Delivery Method)	<p>The State of Wisconsin defines children with special health care needs (CSHCN) as children from birth to 21 years of age that have a long term, chronic physical, developmental, behavioral or emotional illness or condition. Examples include cerebral palsy, leukemia, diabetes, autism, attention-deficit hyperactivity disorder and severe asthma.</p> <p>Beloit Health Department (BHD) provides referrals to local providers, on-going coordination of services, and follow-up services to families of children with special health care needs, regardless of eligibility for Medicaid. BHD will do a minimum of two visits with each family, one to evaluate needs and make referral, and a second to follow-up on the services. In 2004, BHD referred 18 families to 20 different resources. A total of 42 referral and follow-up sub-interventions were provided as well. In some cases, BHD staff will establish care plans if a family is not immediately referred to another provider. Approximately 25% of families receive case management services from BHD staff.</p> <p>Rock County Health Department (RCHD) provides on-going case management services for referrals and follow-up to non-Medicaid eligible families with children with special health care needs. RCHD staff make home visits to develop case plans for children, and make appropriate referrals to community health providers. The overall service model of RCHD is to treat the whole family as a comprehensive unit and develop plans that address a variety of health-related service needs. In 2004, RCHD served 12 families through 82 home visits.</p>
3. Expenditures and Revenues (including grant or program revenues supporting this service)	<p>BHD – allocated approximately \$7,800 in expenditures towards this function in 2005, with offsetting revenues from a \$4,000 Waisman Center grant. Direct staff costs are the largest expenditure and are noted under item #8. The remaining costs consist of other incidental BHD staff time, including supervisory/administrative time, and non-personnel expenditures.</p> <p>RCHD – allocated approximately \$17,900 in expenditures towards this function in 2005, with offsetting revenues from a \$4,000 Waisman Center grant.</p>
4. Summary of FTEs	<p>BHD – .07 FTE public health nurse position provides direct services for children with special health care needs; plus .01 FTE medical secretary position assists in support functions.</p> <p>RCHD – .20 FTE position provides direct services for this function.</p>

5. Service Effectiveness	Neither agency tracks measures of service effectiveness regarding the distinct approaches used to deliver this service. BHD tracks the number of families referred to providers. RCHD likewise tracks the number of families serviced and the number of visits performed, as well as client outcome data.
6. Availability of Service from Other Entities	Families eligible for Medicaid can receive case management services through developmental disabilities or Birth-to-Three. There are no other entities that perform on-going case management or referral services for families not eligible for Medicaid.
7. Comparative Service and Best Practice Information	<p>Brown County utilizes the case management model with nurses developing care plans for children with special health care needs. There is one primary nurse involved in this program that may attend medical appointments at times to get a better sense of the patient's care plan.</p> <p>Eau Claire utilizes the case management model for these children and their families.</p> <p>Kenosha County utilizes the referral and follow-up model, but the department had been using the case management model until recently. The switch was made to reduce the effort related to a higher level of documentation under the case management model. The County wanted staff to devote more time to seeing families and referring to other providers and less time on administrative data collection and reporting.</p> <p>Summary – Two of the three comparative health departments use the case management model for CSHCN services, and the other (Kenosha) used this model until recently.</p> <p>There are no state requirements regarding the type of service model used. Either the referral and follow-up model or the case management model is acceptable for receipt of grant funding.</p>
8. Anticipated Fiscal and Staffing Impact of Service Decision	<p>Adoption of the BHD model for serving children with special health care needs would likely not require additional staff resources due to the more limited nature of the contact with families.</p> <p>Adoption of the RCHD model for serving children with special health care needs would require a greater commitment of staff resources since the case management model requires a higher level of interaction and follow-up in creating and monitoring care plans.</p> <p>The specific staffing and budgetary impact of this model will be estimated as part of the staffing and budget plan development of the study process.</p>
9. Other Impacts of Service Decision	<p>Adoption of the BHD model for serving children with special health care needs could:</p> <ul style="list-style-type: none"> • Allow more families to be served with fewer visits. • Allow Medicaid eligible clients to be served upon referral.

	<p>Adoption of the RCHD model for serving children with special health care needs could:</p> <ul style="list-style-type: none"> • Take a longer-term view of the health needs of the family. • Serve fewer clients, but provide more in-depth assessment of health care needs. • Mean only non-Medicaid eligible clients could be served.
10. Legal Considerations	None.
11. Recommendation of Merger Study Committee	<p>Motion by made by Dr. Konkol, seconded by Marty Densch, to generally follow the County model of case management, but to maintain the flexibility to refer or case manage as appropriate. Motion passed unanimously. (5-11-05)</p>

Decision Item #6 – Newborn Visits Program

1. Service Decision To Be Made	How should newborn visits be delivered in the merged health department? (See Appendix A, Program Comparison Table p. 3)
2. Description of Current Service (Type, Level and Delivery Method)	<p>Newborn visits are generally seen as an effective tool in providing new parents with helpful information regarding the growth, health and safety of a new baby. Visits allow nurses to check the baby's weight, heart, lungs, head, length and growth and generally answer questions parents may have about their baby. The nurses can also provide information on other available resources in the community that the family may need.</p> <p>Beloit Health Department (BHD) attempts to contact all families of newborns based on hospital referrals or a review of birth certificate information. The visits are intended to provide post partum and newborn information to parents and address any parent concerns. The goal is to attempt to have face-to-face contact with each parent with the visits intended to be both educational and preventive. BHD makes a minimum of two attempts to contact the parents and then follows up with a letter asking the family to contact the department if they are interested in a nursing visit.</p> <p>BHD nursing provides families with a packet of baby-related information and reviews available community resources the family may need. Additionally, staff assesses families of newborns for risk factors, identifies potential health problems, and provides referral and follow-up as needed. All first time parents are considered to be "at-risk." Subsequent contact with the family is prioritized based on risk factors. If it appears the family is well connected to other service providers for care, there likely will be no further contact.</p> <p>Rock County Health Department (RCHD) provides targeted visits to newborns based on high risk criteria, including medical, social and financial, prenatal, postpartum and infant health risk. RCHD does not attempt to contact all families of newborns as part of other post-partum services.</p>
3. Expenditures and Revenues (including grant or program revenues supporting this service)	<p>BHD – allocated approximately \$57,800 in expenditures towards this function in 2005, with no offsetting revenues. Direct staff costs are the largest expenditure and are noted under item #8. The remaining costs consist of other incidental BHD staff time, including supervisory/administrative time, and non-personnel expenditures.</p> <p>RCHD – does not separately track expenditures and/or revenues associated with newborn visits. These are tracked with ongoing management for high risk mothers and infant home visits.</p>

4. Summary of FTEs	<p>BHD – 0.55 FTE public health nurse positions provide direct services for newborn visits; plus 0.11 FTE medical secretary positions to assist in support functions.</p> <p>RCHD – does not separately track FTEs associated with newborn visits as these are part of other on-going services to high risk mothers.</p>
5. Service Effectiveness	<p>Neither agency tracks measures of service effectiveness regarding the distinct approaches used to deliver this service. BHD tracks input measures such as the number of newborn visits. Beginning with 2005, nursing staff has begun asking parents at the end of visits whether they have learned anything helpful. RCHD does not track information for newborn visits.</p>
6. Availability of Service from Other Entities	<p>No other providers in the community offer newborn visits, although parenting skills and other health and human services may be provided by other agencies upon referral from either BHD or RCHD.</p>
7. Comparative Service and Best Practice Information	<p>Brown County no longer provides home visits for all newborns. The county now focuses on high risk families and newborns with special needs. Brown County employs 4.5 FTE for newborn visits, with one of these positions focused on services to special needs children, not just newborns.</p> <p>Eau Claire provides services for newborns for those families meeting high risk factors identified through the Women, Infant and Children (WIC) program, local hospitals and public health nursing caseloads.</p> <p>Kenosha County reviews birth records and makes contact with all newborns of first-time parents. Public health nurses make home visits to these parents and provide materials and other education as necessary. If nurses find a healthy child, the department may not have further contact with that family. If the family is receiving other services from the department, subsequent visits will include follow-up on newborn needs. High risk families will be referred for other services as appropriate.</p> <p>Proposed State Budget Initiative: The Governor's proposed biennial budget for 2005-07 includes a Kids First Initiative that proposes to expand home visiting programs for new parents. A targeted initiative for MA-eligible first-time parents is funded in the Governor's proposed budget to expand newborn visiting in the existing pilot programs currently receiving grants through the Prevention of Child Abuse and Neglect (POCAN). However, a universal initiative for any first-time parents is also proposed in the budget to be implemented in 2007. This would involve a competitive grant process and the Department of Health and Family Services (DHFS) would take into consideration sites with existing newborn visiting programs when awarding the grants. Funding for the universal initiative is not provided in the proposed 2005-07 budget.</p>

	<p>Summary – Brown County and Eau Claire operate similar to RCHD's model, while Kenosha is similar to the practices of BHD. All health departments generally focus more on high risk families, and provide follow-up or referrals as necessary.</p>
<p>8. Anticipated Fiscal and Staffing Impact of Service Decision</p>	<p>Adoption of the BHD model for newborn visits would require a greater commitment of staff resources. In Beloit, there are approximately 526 births annually and approximately 65% of those families receive newborn visits. In the rest of Rock County (not including Beloit), there are approximately 1,426 births annually and approximately 30% of those families meet one or more of the identified risk criteria, with 80% of those receiving visits from RCHD or a total 24% of the Rock County births (not including Beloit) receiving visits from RCHD. It should be noted that approximately 50% of Beloit births are to single mothers, which is one of the RCHD's risk criteria.</p> <p>The specific staffing and budgetary impact of this model will be estimated as part of the staffing and budget plan development of the study process.</p>
<p>9. Other Impacts of Service Decision</p>	<p>Adoption of the BHD model for newborn visits could impact the following:</p> <ul style="list-style-type: none"> • Increase opportunities to provide education to families of newborns. • Increase opportunities to proactively identify other health risks in a family with a newborn.
<p>10. Legal Considerations</p>	<p>None.</p>
<p>11. Recommendation of Merger Study Committee</p>	<p>Motion made by Jim Van De Bogart, seconded by Steve Kinkade, to employ the County model that visits to newborns be based on risk criteria, but include consideration of adding first time mothers to the risk criteria. Motion passed unanimously.</p> <p><i>(5-11-05) Staff was asked to provide the number of first time births in Rock County to determine if the workload impact of including this factor in the County's risk criteria was reasonable.</i></p> <p><i>Subsequent information from the County showed that there are approximately 800 first time births in Rock County annually, which was considered to be beyond a reasonable level for the County to visit.</i></p>

Decision Item #7 – Prenatal and Perinatal Care Coordination Program

1. Service Decision To Be Made	How should prenatal, perinatal, and on-going management care coordination services to high-risk mothers and babies be delivered in the merged health department? Should prenatal and perinatal care coordination be provided using a home visit or primarily office visit model? (See Appendix A, Program Comparison Table pp. 4-5)
2. Description of Current Service (Type, Level and Delivery Method)	<p>Prenatal and perinatal care are programs that help pregnant women and their families receive medical, social, educational, and other services related to pregnancy, with the goal of improving the birth outcome. The services are similar in scope, with the difference being the funding source. Prenatal Care Coordination is a Medicaid eligible service, while Perinatal Care Coordination is not.</p> <p>Beloit Health Department (BHD) identifies high-risk mothers and infants through on-going health services, newborn visits, referrals, and birth certificate information. Prenatal Care Coordination is provided primarily through an office visit model for Medicaid eligible women. Services are provided during pregnancy and for up to 60 days following delivery. BHD partners with Nutrition Health Associates (NHA), which operates the Women, Infant and Children program (WIC). Referrals to BHD come through the WIC program, which also receives referrals from other agencies, and is considered to be a comprehensive source of referrals. BHD uses an office visit model due to the close link and co-location with the WIC program, with WIC serving as the incentive that brings mothers and infants to the BHD/NHA location. All pregnant women over 20 years old who visit NHA are referred to BHD, pursuant to a memorandum of understanding (MOU) between the two agencies, and assessed for admission into the Prenatal Care Program. High-risk women are seen monthly at the BHD satellite clinic at NHA. Women are also counseled monthly by a registered dietician. Home visits and telephone contacts are made when conditions indicate special needs, or if a client is unable to attend the clinic. In 2004, BHD served 133 new and 73 continuing Prenatal Care Coordination clients through 644 office visits, and 67 home visits. Of the Prenatal Care Coordination clients, 47 women participated in the First Breath program.</p> <p>Perinatal Care Coordination is provided by BHD for those pregnant women not eligible for Prenatal Care Coordination based on Medicaid or risk criteria. All of the participants in this program are considered high-risk, and many speak little or no English. BHD served 22 women through 65 office visits in 2004.</p> <p>BHD also provides on-going management for high-risk mothers and infants through home visits for those not eligible for either prenatal or perinatal care coordination. Services include prenatal education related to smoking cessation and post-partum services. BHD does not perform health checks in infants or do developmental tests on infants if the family is enrolled in the Birth-to-Three program. Staff also provides follow-up telephone contacts and home visits to families that experience a Sudden Infant Death Syndrome (SIDS) death. In 2004, 21 high-risk infants/mothers are followed for on-going management.</p>

	<p>Rock County Health Department (RCHD) provides similar services to high-risk mothers and infants. Both the Prenatal Care Coordination and Perinatal Care Coordination programs are provided via home visits rather than office visits as is done by BHD. RCHD nursing staff visit each family at least one time every three weeks during pregnancy and for one-year after the birth of the child. RCHD also has an extensive Prenatal and Perinatal Care Coordination program for non-Medicaid eligible, at-risk mothers and infants. Services are not targeted towards any ethnic group, but interpreters or a telephone translator are utilized for non-English speaking clients. In 2004, RCHD had 35 Prenatal Care Coordination cases with a total of 167 home visits. The Perinatal Care Coordination program served 53 clients through 340 home visits in 2004.</p> <p>On-going management for high-risk mothers and infants are also provided through home visits. Prenatal visits are focused on determining eligibility for Medicaid services and enrolling pregnant women in the First Breath Program (smoking cessation). Post-partum, RCHD visits families with infants at-risk for delayed growth or development. Home visits are made regularly during at least the first 12 months of life. If infants are eligible under Prenatal or Perinatal Care Coordination, RCHD nursing staff perform health check exams, and provide health information on many areas of infant care. Staff also provides follow-up telephone contacts and home visits to families that experience a Sudden Infant Death Syndrome (SIDS) death. In 2004, RCHD served 332 families through 2,134 home visits.</p>
<p>3. Expenditures and Revenues (including grant or program revenues supporting this service)</p>	<p>BHD – allocated approximately \$208,100 in expenditures towards these programs in 2005 as follows:</p> <ul style="list-style-type: none"> • On-Going Management: \$ 35,700 • Prenatal Care Coordination: \$146,400 • Perinatal Care Coordination: \$ 26,000 <p>These expenditures are offset by \$130,300 in grant and other revenue as follows:</p> <ul style="list-style-type: none"> • Grant: \$58,800 • Community Service Deficit Reduction: \$72,500 <p>RCHD – allocated approximately \$469,800 in expenditures towards these programs in 2005 as follows:</p> <ul style="list-style-type: none"> • On-Going Management: \$425,100 • Prenatal Care Coordination: \$ 26,800 • Perinatal Care Coordination: \$ 17,900 <p>These expenditures are offset by \$85,000 in grant and other revenue as follows:</p> <ul style="list-style-type: none"> • Grant: \$55,000 • Program: \$30,000

4. Summary of FTEs	<p>BHD – 1.72 FTE public health nurse positions provide services under these programs as follows:</p> <ul style="list-style-type: none"> • On-Going Management: 0.35 FTE • Prenatal Care Coordination: 1.15 FTE • Perinatal Care Coordination: 0.22 FTE <p>Additionally, 0.55 FTE medical secretary positions assist in support functions.</p> <p>RCHD – 5.26 FTE public health nurse positions provide services under these programs as follows:</p> <ul style="list-style-type: none"> • On-Going Management: 4.76 FTE • Prenatal Care Coordination: 0.30 FTE • Perinatal Care Coordination: 0.20 FTE
5. Service Effectiveness	<p>Neither agency tracks measures of service effectiveness regarding the distinct approaches used to deliver this service. RCHD measures client outcomes such as those related to prenatal care, WIC enrollment, certain behaviors (smoking nutritional habits, medical visits), birth outcome, infant growth, etc. BHD measures client outcomes relative to birth weight for several categories of programs and clients, not necessarily specific to these programs.</p>
6. Availability of Service from Other Entities	<p>No other providers in the community offer the comprehensive public health services targeted to high-risk women and infants under these programs.</p>
7. Comparative Service and Best Practice Information	<p>Brown County does not provide these services. Services are provided through NEW Community Clinic and St. Vincent's Hospital.</p> <p>Eau Claire provides these services either through WIC clinics or home visits, with about half of all clients seen through clinics and half through home visits.</p> <p>Kenosha County recently switched to a home visit model for Prenatal Care Coordination services. Perinatal Care Coordination services are provided similarly. Non-English clients can be referred to community providers.</p> <p>Summary – Of the two comparative counties providing services in these programs, Eau Claire operates similar to BHD's model and provides both office and home visits, while Kenosha is similar to the practices of RCHD. Representatives from all three counties indicated they could understand a benefit from a home visit model since staff can interact in the clients' own setting and may identify other service needs. Literature and studies concerning the two models have linked more effective outcomes to the home visit model.</p> <p>Since Prenatal Care Coordination is a Medicaid eligible service, MA guidelines define the frequency of service but not the model (home visit vs. office visit) to be used by service providers.</p>

8. Anticipated Fiscal and Staffing Impact of Service Decision	<p>Adoption of the BHD model for prenatal, perinatal and on-going management services for high-risk mothers/infants could decrease staff resources as a result of less travel between visits allowing for an increase in the number of clients that could be seen in a clinic setting.</p> <p>Adoption of the RCHD model could mean additional staffing resources since additional clients would have to be visited in home settings.</p> <p>The specific staffing and budgetary impact of this model will be estimated as part of the staffing and budget plan development of the study process.</p>
9. Other Impacts of Service Decision	<p>Adoption of the BHD model for prenatal, perinatal and on-going management services for high-risk mothers/infants could impact the following:</p> <ul style="list-style-type: none"> • Affect relationship with Nutrition Health Associates and the WIC program since BHD currently has a co-located WIC clinic at that site. • Allow for additional clients to be served since staff will not have to travel, and the office visit model may allow more clients to be seen in a shorter time period. <p>Adoption of the RCHD model for prenatal, perinatal and on-going management services for high-risk mothers/infants could impact the following:</p> <ul style="list-style-type: none"> • Increase opportunities to proactively identify other health risks in a family's home setting. • Potentially greater opportunity to identify and provide case management and referral services to families who are not enrolled in WIC.
10. Legal Considerations	<p>BHD has an MOU with NHA, the WIC program provider, which outlines that BHD will serve Prenatal Care Coordination clients age 20 and older, while NHA will serve teenage client. In addition, BHD has a contract to rent space from WIC.</p>
11. Recommendation of Merger Study Committee	<p>Motion by Susan Anderson, seconded by Steve Kinkade, to use a hybrid model in the merged department to include home visits and office visits resulting from WIC referrals in order to maximize program revenue and minimize program cost. Motion passed unanimously. (5-11-05)</p>

Decision Item #8 – Childhood Lead Poisoning Prevention Program

<p>1. Service Decision To Be Made</p>	<p>How should the childhood lead poisoning prevention program be delivered in the merged health department? (See Appendix A, Program Comparison Table pp. 5-7)</p>
<p>2. Description of Current Service (Type, Level and Delivery Method)</p>	<p>Childhood lead poisoning represents a significant public health issue throughout Rock County, particularly in areas where the housing stock was built before 1950. Housing stock of that age is more likely to contain lead-based paint, and it is more likely for the paint to be in questionable or in bad repair.</p> <p>Successful childhood lead poisoning prevention programs include education, testing, referral, and abatement components. There are several important distinctions in the approaches used by the two public health departments, including:</p> <ul style="list-style-type: none"> • Case identification. • Type of staff used. • Linkage to other programs. <p>Once a lead case has been identified, both departments perform lead education visits and follow state rules related to Elevated Blood Level (EBL) investigations. Procedures used are comparable, with the exception that in Beloit, lead risk reduction recommendations to landlords and occupants may be verbal, rather than written, for cases involving positive blood tests with a lead level of between 10-20 mcg. In more severe cases, procedures are the same in both departments.</p> <p>Beloit Health Department (BHD) identifies high risk factors and links lead poisoning education through the comprehensive newborn home visit services provided by public health nurses.</p> <p>The primary staff person assigned to this program is a public health nurse certified as a lead hazard investigator. Because one person provides both lead assessment/investigations and health education services, there is one point of contact for families.</p> <p>BHD coordinates with the City of Beloit Housing Department regarding written environmental lead orders for remediation of lead hazards.</p> <p>Rock County Health Department (RCHD) relies on a review of all birth certificates to identify newborns living in homes built before 1950. The family is contacted to offer sanitarian and nurse visits to provide health information, to inspect the home for lead, and to provide lead testing. In addition, RCHD sends a letter to the family doctor to encourage venous lead testing.</p> <p>There are two environmental health sanitarians, certified as lead investigators, assigned to perform assessments and investigations for the RCHD program. A public health nurse is added to the team when home visits are needed to provide lead education. Because both sanitarians and public health nurses work from a single case file, duplication of effort is avoided and information sharing is maximized.</p>

	<p>The RCHD lead poisoning prevention program links to the City of Janesville's first-time homeowners program by providing lead education training to participants in this program. In addition, RCHD links with the City of Janesville Community Development and Code Enforcement, and the Rock County Planning and Economic Development Department in homeowner assistance in housing rehabilitation. RCHD also coordinates work with other local inspectors.</p>
3. Expenditures and Revenues (including grant or program revenues supporting this service)	<p>BHD – allocated approximately \$33,910 in expenditures towards this function in 2005, which is partially offset by approximately \$13,566 in grant funds.</p> <p>RCHD – allocated approximately \$104,504 in expenditures for the childhood lead poisoning prevention, which is partially offset by \$13,289 in grant funds.</p>
4. Summary of FTEs	<p>BHD – 0.43 FTE public health nurse directly provides program services</p> <p>RCHD – 1.17 FTE staff provide program services, including .67 FTE public health nurse, .35 FTE sanitarian, and .15 FTE clerical staff.</p>
5. Service Effectiveness	<p>BHD – 350 families were provided lead information in 2004, mostly through the newborn baby visit program. A total of 119 lead education visits were made, with 37 lead referrals and 19 confirmed cases of elevated lead levels. Related to environmental assessments, 12 lead assessments were performed with a total of 48 visits.</p> <p>Available outcome data for Beloit suggests that interventions have had some effect. A decreased lead level was found in more than half of the children who received program services in 2004. BHD had four lead enforcement cases in 2004, a decline from eight cases in both 2002 and 2003. Lead enforcement cases are particularly labor intensive.</p> <p>RCHD – 306 families were offered prevention services which were identified as high risk through the birth certificate program in 2004. A total of 175 lead education visits were made, with 28 referrals and 16 confirmed cases. Related to environmental assessments, 43 lead assessments were performed with a total of 126 visits. In 2004, RCHD had two lead enforcement cases.</p> <p>Outcome data for BHD and RCHD, as well as state and national trends, shows a declining number of lead cases over the past decade.</p>

<p>6. Availability of Service from Other Entities</p>	<p>Private lead consultants are hired on occasion by businesses or landlords. These assessments may not comply with state lead inspection standards used by the two public health departments. In addition, private consultants have no enforcement authority.</p>
<p>7. Comparative Service and Best Practice Information</p>	<p>Brown County uses sanitarians to complete lead assessments, with referral to public health nurses for follow-up.</p> <p>Eau Claire uses public health nurses to complete lead risk assessments in the home. Lead inspections are done by environmental health staff certified to do lead hazard risk analysis.</p> <p>Kenosha used environmental health sanitarians to complete lead risk assessments, with referral to public health nurses if warranted. Kenosha also receives a federal HUD grant for lead hazard abatement that funds remediation of homes. Kenosha has one staff that is primarily the project coordinator, but will do some risk assessments. However, most risk assessments are contracted out. Homes that test for high levels of lead are referred to the sanitarians and public health nurses as appropriate for treatment, but the remediation is handled through the grant program.</p> <p>Summary – RCHD's approach to case identification, with initial risk factors identified through the birth certificate program, appears to be innovative. Similar to RCHD, both Brown and Kenosha counties rely primarily on environmental health sanitarians to conduct the risk assessments. Like BHD, lead risk assessments are performed by a public health nurse in Eau Claire, although lead inspections are completed by a sanitarian.</p>
<p>8. Anticipated Fiscal and Staffing Impact of Service Decision</p>	<p>BHD receives \$13,566 in federal grant funds provided by the Wisconsin Division of Public Health (DPH) through the consolidated contract to local governments. Because the grant funds are based on the level of services needed, adding Beloit's population to RCHD's responsibilities should result in a transfer of grant funds currently received from DPH for the same program. The state's funding formula involves payment based on the number of:</p> <ul style="list-style-type: none"> • Children aged 0-5 in each jurisdiction. • Cases with elevated lead blood levels. • Children receiving Medical Assistance. <p>Therefore, lead poisoning prevention grant funds in a merged Public Health Department should remain the same overall.</p> <p>If RCHD assumes responsibility for Beloit's population for this program under a merger, it will require an increase in staff for RCHD. The specific staffing and budgetary impact of the merger in this area will be estimated as part of the staffing and budget plan development of the study process.</p>

9. Other Impacts of Service Decision	<p>Adopting the RCHD model for providing childhood lead poisoning prevention services could impact the following:</p> <ul style="list-style-type: none"> • Greater ability to identify at risk families through the more comprehensive and systematic approach provided by RCHD's birth certificate case identification model. • Enhanced enforcement efforts due to a greater distinction between enforcement and education activities. The RCHD model uses both sanitarians and public health nurses in a team approach, but with distinct responsibilities. This can prevent potential difficulties stemming from compliance issues that arise when staff serves in both a public health nurse and educator capacity as well as in a capacity as enforcer of environmental health standards. • Potentially less coordination with Beloit housing inspectors regarding enforcement orders than has occurred in the past. RCHD tries to coordinate work with the City of Janesville and other local inspectors, and would try to do this with City of Beloit inspectors as well. The degree of coordination between different governmental entities may not be quite as great as between two departments of the same local government.
10. Legal Considerations	<p>If the merger occurs, the City of Beloit's municipal lead ordinance should be revised to remove references to BHD and instead designate RCHD as the responsible public health entity. City of Beloit housing inspectors would continue to write citations as necessary under the City's ordinance.</p>
11. Recommendation of Merger Study Committee	<p>Motion by Adam Peer, seconded by Marty Densch, to adopt the County model for childhood lead prevention. Motion passed, with Susan Anderson dissenting. (5-19-05)</p>

Decision Item #9 – Food Inspection Program

<p>1. Service Decision To Be Made</p>	<p>How should food inspections be carried out in the merged health department? Specific decision points related to service delivery approaches include:</p> <ul style="list-style-type: none"> • Announced vs. unannounced inspections. • Frequency of lunchroom inspections. • Coordinating the offering of Certified Food Manager classes. • Licensing of milk vending machines. <p>In addition, because the City of Beloit food establishments would be licensed by Rock County according to the County Public Health Ordinance, the City of Beloit would need to revise its local ordinances referencing food establishment licensing and inspection.</p> <p>(See Appendix A, Program Comparison Table pp. 10-11)</p>
<p>2. Description of Current Service (Type, Level and Delivery Method)</p>	<p>Ensuring a safe food supply is a vital function of public health departments. The State of Wisconsin Food Code provides minimum public safety requirements for food establishments, including restaurants, temporary food vending establishments, and retail food stores. Both health departments are agents of the Department of Health and Family Services (DHFS) and the Department of Agriculture, Trade and Consumer Protection (DATCP) in enforcing the Food Code requirements related to:</p> <ul style="list-style-type: none"> • Management and personnel. • Equipment and facilities. • Plan reviews and permit issuance. • Inspection. <p>The principal element of food inspection activities involves staff visits to food establishments, including:</p> <ul style="list-style-type: none"> • <u>Pre-licensure plan reviews, pre-inspection, and 30-day initial inspection of new establishments.</u> Both health departments currently do these. Pre-inspections involve a consultative visit that allows staff to educate food establishments about Food Code requirements. The 30-day visit occurs after licensure to ensure initial compliance. • <u>Annual inspection.</u> Both health departments perform one or more inspections of all food establishments once per year. <p>A key distinction between the two health departments is that BHD has a dual scheduled/unannounced approach to annual inspections for most of its licensed establishments. While both departments schedule pre-inspections and the 30-day initial inspection, RCHD makes all annual inspections on an unannounced basis.</p> <p>Other food inspection activities include food safety education, inspection of school lunchrooms, licensure of vending machines, and investigation of foodborne illness complaints and fire episodes.</p> <p>In 2004, there were a total of 634 licensed food establishments in Rock County, and 207 licensed food establishments in the City of Beloit.</p>

The number of site visits per food establishment is comparable between BHD and RCHD, and includes licensure pre-inspections, 30-day inspections, annual inspections, and follow-up visits. RCHD made 2.4 visits per licensed food establishment in 2004, based on data from the department that 1,537 visits were made for 634 licensed facilities. In comparison, BHD made 2.5 visits, based on data from the department that 520 visits were made for 207 licensed facilities.

Available data suggest that there are fewer complaints about food establishments in Rock County when compared to the City of Beloit. In 2004, there were .07 complaints on average per licensed establishment in Rock County; however there were 0.21 in Beloit.

Beloit Health Department (BHD) relies on Centers for Disease Control (CDC) risk factors to identify moderate- and high-risk establishments that are inspected twice per year. For these facilities, one visit is announced, and one visit is unannounced. The first visit may or may not be announced (scheduled) based on the workload of staff and the time available to schedule the visit in advance.

Food Code fact sheets are provided to all facilities and quarterly food safety newsletters are sent out to food establishments, including a recognition/award program for exemplary sanitation efforts. BHD also coordinates reduced-cost Wisconsin Certified Food Manager classes, with BHD staff serving as class proctor.

School lunchroom inspections are completed twice per year. In 2004, BHD inspected 18 school lunchrooms. BHD charges for lunchroom inspections, but at reduced fees compared to RCHD.

BHD coordinates the scheduling of food manager classes and proctors the exam. The main benefit of this service to Beloit area restaurants is that the cost of the class is reduced and that classes are offered in locations central to Beloit.

Milk vending machines are not licensed by BHD, and there are no estimates of how many of these machines are located in the City. BHD would follow-up on complaints concerning milk vending machines, but has not received any.

Rock County Health Department (RCHD) conducts an unannounced inspection for each facility each year. When problems are found, one or more follow-up inspections are also conducted.

Food Code fact sheets are provided to facilities upon request, and when violations are found. Quarterly food safety newsletters are sent out to food establishments, including a recognition/award program for exemplary sanitation efforts.

School lunchrooms are inspected in autumn if they participate in the National Breakfast and Lunch Program.

	<p>Approximately 24 milk vending machines are licensed by RCHD, although the state Food Code specifically excludes machines that dispense pre-packaged pasteurized milk from licensing requirements governing other types of vending machines (Wis. Administrative Code HFS 196).</p>
3. Expenditures and Revenues (including grant or program revenues supporting this service)	<p>BHD – allocated approximately \$71,405 in expenditures toward this function in 2005, with \$50,125 in offsetting program revenue.</p> <p>RCHD – allocated approximately \$227,765 in expenditures toward this function in 2005, with \$189,275 in offsetting program revenue.</p>
4. Summary of FTEs	<p>BHD – .86 FTE environmental health coordinator; plus .10 FTE clerical position to assist in support functions. In addition, .01 FTE environmental health coordinator is involved in proctoring Certified Food Manager classes.</p> <p>RCHD – 2.4 FTE sanitarian positions are involved in food inspections; plus .15 FTE clerical position to assist in support functions.</p>
5. Service Effectiveness	<p>Service effectiveness can be measured by the risk rating of food establishments and the number of violations incurred by licensed food establishments. The degree of risk assigned to a food establishment is based on a model developed by the state Division of Health, which categorizes restaurants as simple, moderate and complex or high risk.</p> <p>For BHD, approximately 75% of the Beloit licenses are categorized as moderate- to high-risk. Last year, BHD shifted its data collection approach to focus on reporting critical violations using CDC criteria. In 2004, BHD reported 244 critical violations for restaurants. Given that the data were based on two rounds of inspections for moderate- to high-risk establishments, some establishments had multiple critical violations, while others had none.</p> <p>Because BHD uses a dual scheduled/unscheduled inspection approach at these establishments, owners may be better prepared for the scheduled inspection, resulting in fewer critical violations. However, employee turnover or other factors could offset the education effect of the scheduled visits, leading to more critical violations than might be expected.</p> <p>For RCHD, food establishments are rated under a point scale that includes both critical and non-critical violations. RCHD tracks these scores over time, and reports that overall scores for food establishments in the County have improved, including critical violations. Like, BHD, RCHD also tracks CDC risk factors. For RCHD's jurisdiction, 90% of restaurants are categorized as moderate or complex risk</p> <p>Staff from RCHD believe that there are fewer violations because RCHD focuses more on review and consultation of pre-licensure plans, making it more likely that food establishment operators will make property improvements that make it easier to comply with the Food Code.</p>

<p>6. Availability of Service from Other Entities</p>	<p>BHD and RCHD are the only local entities with enforcement powers related to food inspections.</p> <p>Wisconsin Certified Food Manager (CFM) classes are offered locally through Blackhawk Technical College. The statewide Tavern League and Restaurant Association provide CFM classes.</p>
<p>7. Comparative Service and Best Practice Information</p>	<p>Brown County conducts two inspections for each facility per year currently, but plans to adopt a new schedule ranging from one to three visits per year based on complexity of the establishments, as defined by the state. Routine visits are always unannounced, while follow-up visits are announced and scheduled in advance. Education is built into the site visit, but a separate visit is not scheduled for this purpose.</p> <p>Eau Claire conducts one inspection for each facility annually. Those with problems are inspected more frequently. While most inspections are unannounced, some are announced if the inspector feels staff need extra training. Employee education is included in all announced visits and some unannounced visits as appropriate.</p> <p>Kenosha County conducts one inspection for each facility annually. High risk establishments receive three visits per year. All visits are unannounced. There is an education component, but the County has a fairly active Tavern League and Restaurant Association that have done a good job in this area. A food management course is also offered in the area, and inspectors will review the certificates of establishments to see that operators have attended.</p> <p>Summary – Given pre-inspections, initial inspections, and follow-up visits for establishments with violations, the number of site visits by BHD and RCHD appears to be comparable with the selected peer jurisdictions. All three (3) comparative health departments use unannounced annual inspections similar to RCHD's approach, although Brown and Eau Claire also schedule follow-up visits.</p> <p>Each licensed food establishment is required to have one person that is certified as a food manager. Other health departments rely on CFM classes provided by the Tavern League, Restaurant Association and technical colleges.</p> <p>Effective July 2005, federal regulations will require lunchroom inspections twice per year for any school that receives federal commodities or funding. Therefore, RCHD will be required to increase the frequency of annual inspection from one to two school lunchroom inspections per year.</p>
<p>8. Anticipated Fiscal and Staffing Impact of Service Decision</p>	<p>The staffing level for food inspections currently appears to be slightly higher in BHD when compared to RCHD. Specifically, 2.55 FTE in RCHD are involved in food inspections for 634 licensed establishments, or 249 licenses per FTE. In the BHD, .96 FTE are involved in food inspections for 200 licensed establishments, or 208 licenses per FTE.</p>

	<p>While the specific staffing and budgetary impact of this model will be estimated as part of the staffing and budget plan development of the study process, adopting either department's approach will require approximately the same number of combined staff as currently assigned.</p>
<p>9. Other Impacts of Service Decision</p>	<p>Adoption of the RCHD approach for conducting food inspections could impact the following:</p> <ul style="list-style-type: none"> • Beloit food establishments will no longer receive advance notice of annual inspections, which may result in a higher number of critical violations, and a perception by some Beloit food operators that this approach is more punitive and adversarial. Currently, BHD provides an announced and an unannounced visit, with the first visit announced (scheduled) if there is sufficient time and staff workload permits that visit to be scheduled (announced) in advance. • Although food safety education and on-site consulting will continue to be a feature of inspections, food safety literature will only be distributed upon request or in case of violations. • Reduction in the number of complaints regarding milk vending machines. Since these vending machines in Beloit will now be licensed, this may result in a more proactive approach and corrective action regarding the issues that would lead to complaints. • Reduction in the number of food operators seeking food manager certification. Since reduced-cost Wisconsin Certified Food Manager classes will no longer be coordinated through the public health department, this could provide a financial disincentive and fewer options to individuals seeking certification.
<p>10. Legal Considerations</p>	<p>The principal legal consideration of a proposed merger relates to how the merged health department will collect license and inspection fees.</p> <p>BHD license and inspection fees for food establishments are set by City ordinance and follow the statutory fee schedule, except that lunchroom inspection fees and temporary restaurant fees are set locally. The fees are based on the type of establishment (mobile/temporary, restaurant or retail). A \$75 pre-inspection fee is charged for new owners or operators of all three general types of food establishments.</p> <p>Annual fees for mobile restaurants range from \$100 to \$230, depending on certain risk factors, such as whether the operator sells pre-packaged or prepared food, and whether the operator prepares food at the same location where the cart is cleaned, stored, and serviced.</p>

	<p>For restaurants and retail food dealers, annual fees range from \$75 for a retail food establishment that does not engage in food processing with less than \$25,000 in gross annual sales to \$975 for a retail food establishment with more than \$1 million in gross annual sales that processes food and operates a soft serve ice cream machine. Restaurants have either a fee of \$65 or \$148, depending on whether they prepare food on-site, in addition to a sliding scale fee ranging from \$75 for gross annual sales of under \$50,000 to \$425 for gross annual sales of over \$1 million.</p> <p>Citations for violations of the state Food Code are rarely issued, and the fees generated from citations are deposited into the City's general fund. There were no citations issued in 2004.</p> <p>RCHD food establishment fees are set by the County Board in the County's annual budget. There are two general types of fees, including an annual license fee that varies by type of establishment, and a \$200 pre-inspection fee for new owners or operators of food establishments.</p> <p>Annual fees for mobile restaurants and temporary retail range from \$30 for a temporary 3-day non-profit retail vending operation to \$300 for a mobile restaurant service base.</p> <p>For restaurants and food retailers, annual fees vary by type of business. Unlike Beloit, fees are not on a sliding scale based on a food establishment's gross annual sales. Annual fees for a most restaurants are \$400, and \$800 for full-service groceries.</p> <p>There is also a re-inspection fee when follow-up visits are required due to deficiencies.</p> <p>Citations are also rarely issued and the fees generated from citations are not significant in total annual revenue. These fees are deposited into the County's court fund.</p>
11. Recommendation of Merger Study Committee	<p>Motion made by Marty Densch, seconded by Dr. Konkol, that the merged department adopts the annual unannounced inspection model as currently implemented by the County. Motion passed, with Susan Anderson dissenting.</p> <p>Motion made by Dr. Konkol, seconded by Susan Anderson, to adopt a model for the merged department which would continue the BHD practice in coordinating the offering of food manager classes and extend that practice to all of Rock County. Motion passed unanimously.</p> <p>Motion made by Adam Peer, seconded by Marty Densch, to adopt a model that eliminated the licensing and inspection of milk vending machines. Motion passed unanimously. (5-19-05) <i>In addition, the Committee clarified that it would be the intent to follow the guidelines for inspections of school lunchrooms that are currently being reviewed by the state.</i></p>

Staffing Plan

Summary of Staffing

The Rock County Health Department currently has an authorized staffing of 28.45 full-time equivalent (FTE) employees. While the City of Beloit Health Department has a total FTE count of 53.69, only 10.95 FTE positions are devoted to traditional public and environmental health services, the remainder are devoted to human services (e.g., supportive home care, personal care). The total combined FTE for public and environmental health services for the two agencies is 39.4 FTE.

The table below shows the current staffing for each of the health departments as well as the projected staffing for a merged health department, which has been calculated at 37.2 FTE. The assumptions utilized in developing this proposed staffing plan were based on a combination of the following:

- Recommended service delivery model of the Merger Study Committee (for 9 decision items)
- Current service delivery model for common program areas
- Current FTE by program and by staff classification in each health department
- Current program utilization by program in each health department

In some cases, the current FTE for each of the health departments was added to arrive at a proposed staffing level to meet the overall service delivery needs of a county-wide department, while in others, program utilization was calculated based on the average amount of time devoted by RCHD staff per case/client served. A detailed breakdown of the staffing plan and assumptions used in projecting necessary staff in a merged department is included in Appendix B.

City of Beloit/Rock County Health Department Merger Study Comparative Staffing by Classification; Current vs. Proposed Incremental Change for All Public Health & Environmental Health Staff					
Position Classification	Current RCHD FTE	Current BHD FTE ¹	Current Total Combined FTE	Proposed Merged FTE	Incremental Change
Director/Health Officer	1.00	1.00	2.00	1.00	(1.00)
Public Health Nurse Director	1.00	0.00	1.00	1.00	0.00
Public Health Nursing Supervisor	1.00	1.00	2.00	2.00	0.00
Environmental Protection Director	1.00	0.00	1.00	1.00	0.00
Health Sanitarian Program Director	0.00	1.00	1.00	0.00	(1.00)
Sanitarian II	3.00	0.00	3.00	4.00	1.00
Certified Sanitarian I	3.00	0.00	3.00	3.09	0.09
Sanitarian I	1.00	0.00	1.00	1.02	0.02
Public Health Nurse	12.45	4.00	16.45	16.45	0.00
Public Health Aide	2.00	0.00	2.00	2.64	0.64
Health Educator	0.00	0.95	0.95	1.00	0.05
Clerk-Steno III	1.00	0.00	1.00	1.00	0.00
Administrative Assistant	1.00	0.00	1.00	2.00	1.00
Account Clerk II	1.00	0.00	1.00	1.00	0.00
Medical Secretary	0.00	3.00	3.00	0.00	(3.00)
Total	28.45	10.95	39.40	37.20	(2.20)
Notes:					
¹ Current FTE for Beloit Health Department excludes human services ancillary staff.					

As this table indicates, the proposed staffing plan represents a 2.2 FTE reduction compared to the total current staffing of the separate agencies. This reduction is primarily related to a reduction of one director position and two clerical positions, while increasing public health aide staffing by 0.6 FTE.

The following table shows how the proposed staffing plan will directly impact the Rock County Health Department. Based on the staffing plan assumptions, the County would see an 8.75 FTE increase as a result of the merger.

City of Beloit/Rock County Health Department Merger Study Comparative Staffing by Classification; Current vs. Proposed Incremental Change for Rock County Only			
Position Classification	Current RCHD FTE	Proposed Merged FTE	Incremental Change
Director/Health Officer	1.00	1.00	0.00
Public Health Nurse Director	1.00	1.00	0.00
Public Health Nursing Supervisor	1.00	2.00	1.00
Environmental Protection Director	1.00	1.00	0.00
Sanitarian II	3.00	4.00	1.00
Certified Sanitarian I	3.00	3.09	0.09
Sanitarian I	1.00	1.02	0.02
Public Health Nurse	12.45	16.45	4.00
Public Health Aide	2.00	2.64	0.64
Health Educator	0.00	1.00	1.00
Clerk-Steno III	1.00	1.00	0.00
Administrative Assistant	1.00	2.00	1.00
Account Clerk II	1.00	1.00	0.00
Total	28.45	37.20	8.75

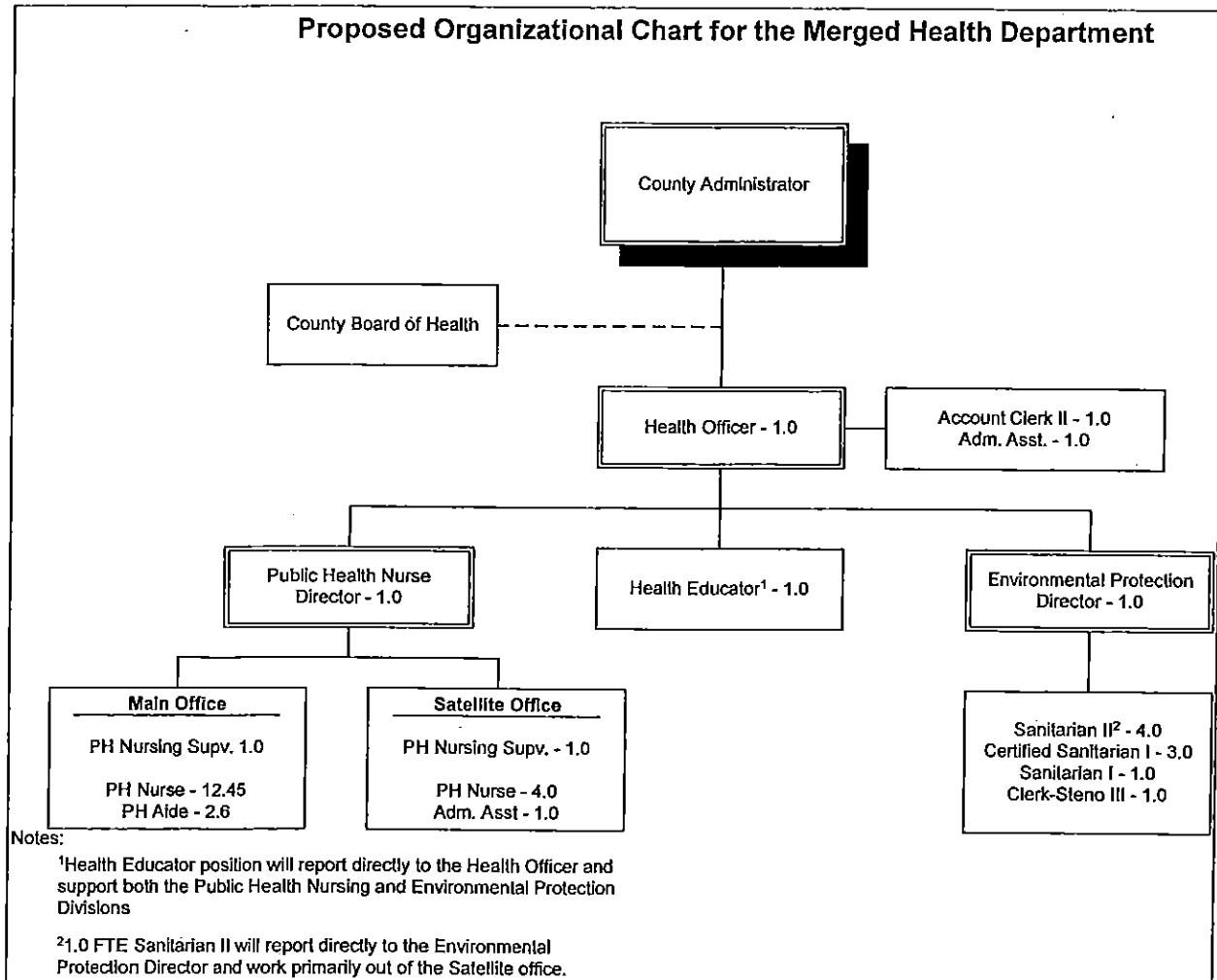
As will be presented in the proposed organizational chart and budget for the merged department, the additional staffing added to the Rock County Health Department will total 8.6 FTE. This increase includes:

- Public Health Nursing Supervisor: 1.0 FTE
- Public Health Nurse: 4.0 FTE
- Sanitarian II: 1.0 FTE
- Health Educator: 1.0 FTE
- Administrative Assistant: 1.0 FTE
- Public Health Aide: 0.6 FTE

The difference between the calculated FTE (8.75) and the positions included in the budget for the merged agency (8.6) relates to the fractional positions associated with the Certified Sanitarian I (0.09 FTE), Sanitarian I (0.02 FTE), and Public Health Aide (0.04 FTE). These fractional positions will be absorbed into existing positions.

Organizational Chart

The following chart presents a proposed organizational structure for the merged department. The organizational chart includes the proposed positions additions and the reporting relationships for all Rock County Health Department functions should the merger proceed.



Assumptions for Beloit Satellite Office

The proposed staffing and organizational plan for a merged health department includes an assumption that an office presence will be maintained in the City of Beloit. While Rock County is still negotiating for the availability of office space to locate a satellite office in Beloit, the staffing plan assumes that the following staff will be located in this office:

- Public Health Nursing Supervisor: 1.0 FTE
- Public Health Nurse: 4.0 FTE
- Sanitarian II: 1.0 FTE
- Administrative Assistant: 1.0 FTE

While it is expected that this office would be open daily during normal office hours, the staff assigned to this site will be responsible for serving the health needs of the greater southern Rock County area in addition to those of the City of Beloit.

Fiscal Impact

Summary of Revenues and Expenditures

The combined 2005 budgets for the Rock County Health Department and City of Beloit Health Department totals \$3.1 million in expenditures, with grant and program revenue of nearly \$1.3 million.

As the table below indicates, the proposed budget for a merged health department would have expenditures of approximately \$2.8 million, with revenues of approximately \$1.1 million. When compared to the total combined budget of the two health departments currently, the overall property tax levied would decrease by more than \$169,000 under the merger.

Similar to the proposed staffing plan discussed previously, the budgeted information presented includes only those activities devoted to traditional public and environmental health services, excluding human services activities currently performed by the Beloit Health Department (e.g., supportive home care, personal care, home companion registry and the BOBBY program).

City of Beloit/Rock County Health Department Merger Study Comparative Budget; Current vs. Proposed Incremental Change for All Public Health & Environmental Health Services					
	2005 RCHD Budget	2005 BHD Budget¹	Total Combined 2005 Budget	Proposed Merged Budget²	Incremental Change
Total Revenues	947,842	341,872	1,289,714	1,151,603	(138,111)
Total Expenditures	2,198,158	924,845	3,123,003	2,815,527	(307,476)
Tax Levy	\$1,250,316	\$582,973	\$1,833,289	\$1,663,924	(\$169,365)
Tax Rate per \$1,000 ³	0.185 ⁴	\$0.478	\$0.230	\$0.208	(\$0.021)
Notes: ¹ Budget for Beloit Health Department excludes human services ancillary programs. ² Proposed merged budget includes wages using 2006 Rock County rates for staffing related incremental change only. ³ Tax rate calculation is based on 2005 Equalized Value (without TID's): Rock County (excluding Beloit) \$6,763,808,600.00 City of Beloit \$1,218,776,310.00 Total Rock County \$7,982,584,910.00 ⁴ Tax rate under 2005 Rock County Health Department budget excludes the City of Beloit which is not assessed a levy for County health services.					

The following table shows how the proposed budget will directly impact the Rock County Health Department. The County would see an increase in expenditures of \$617,000, while revenues would increase \$204,000 as a result of the merger. Using 2005 equalized values (without tax increment districts) the tax rate would be 20.8 cents per \$1,000.

City of Beloit/Rock County Health Department Merger Study Comparative Budget; Current vs. Proposed Incremental Change for Rock County Only			
	2005 RCHD Budget	Proposed Merged Budget ¹	Incremental Change
Total Revenues	947,842	1,151,603	203,761
Total Expenditures	2,198,158	2,815,527	617,369
Tax Levy	\$1,250,316	\$1,663,924	\$413,608
Tax Rate per \$1,000 ²	0.185 ³	\$0.208	\$0.024
¹ Proposed merged budget includes wages using 2006 Rock County rates for staffing related incremental change only.			
² Tax rate calculation is based on 2005 Equalized Value (without TID's):			
Rock County (excluding Beloit) \$6,763,808,600.00			
City of Beloit \$1,218,776,310.00			
Total Rock County \$7,982,584,910.00			
³ Tax rate under 2005 Rock County Health Department budget excludes the City of Beloit which is not assessed a levy for County health services.			

It is important to note that the projected budget for the merged health department reflects the recommendations made by the Merger Study Committee in terms of the service delivery model for those programs where differences existed between the two health departments. These differences resulted in decisions to add a full-time health educator to the Rock County Health Department and implementation of a more comprehensive countywide community health needs assessment process. The budget also includes a full-time presence of staff located in a satellite office that will serve Beloit and the surrounding southern Rock County area.

Budget Breakdown

Appendix C provides a detailed breakdown of the proposed budget and assumptions used in projecting revenues and expenditures in a merged department. The following figures provide a summary of the incremental change in revenues and expenditures on the Rock County Health Department's budget if the merger proceeds.

City of Beloit/Rock County Health Department Merger Study Marginal Budget for County Assuming City of Beloit Health Services		
	Incremental Change	Comments/Assumptions
Revenues:		
State/Federal Aid	\$6,000	Continuation of \$4,000 Waisman Center Grant BHD receives for Children with Special Health Care Needs.
Fees & Permits	94,271	Application of Rock County fees for restaurant and retail establishment inspections, and addition of current BHD revenues for immunizations and influenza vaccines.
Intergovernmental Charges	103,490	Continuation of \$72,490 in CSDRB revenue currently paid to BHD as well as other Medicaid revenues.
Total Revenues	\$203,761	
Expenditures:		
Salaries/Wages	\$393,053	Addition of 8.6 FTE using 2006 rates
Fringe Benefits	185,445	2005 rates
Operating Expenses	92,901	Includes lease for satellite location, funds for community assessment, additional liability insurance, and other office/operating supplies.
Start-up Costs	35,427	Includes additional computers/laptops, network and software licenses, professional equipment and reference materials, and other office equipment
Capital Outlay	0	
Allocation of Services	(89,457)	Continuation of \$116,057 Consolidated Grant less \$26,000 in Bioterrorism funding.
Total Expenditures	\$617,369	
County Tax Levy	\$413,608	

The proposed budget is based on the assumption that all current revenue sources funding the City's health department operations would be maintained in a merged health department. These assumptions are based on a letter the Beloit City Manager and Rock County Administrator received from the Secretary of the Wisconsin Department of Health and Family Services that approved their request to continue to receive these funds in the merged health department (see Appendix E). The state has indicated that the merged health department "will receive the same money you would have otherwise received, at least for three years." This revenue includes \$72,490 in community services deficit reduction benefit (CSDRB) funds, and \$15,000 from the consolidated contract.

The only potential difference in revenue in a merged health department relates to the current methodology for charging immunization fees. Beloit currently charges a flat \$5 charge per family for immunizations, equal to \$4,000 in revenue in the proposed budget. Rock County charges \$5 per immunization. If the County's fee schedule were implemented countywide, there could be some difference in the revenue projected in this area. The revenue estimates project the impact the change in fees for restaurant and retail establishment inspections will have as a result of changing from the City's current fee schedule to the County's (i.e., applying the County's fee schedule to establishments in the City of Beloit). Examples of this impact are discussed in more detail below.

Overall, the largest impact on expenditures would be the addition of 8.6 FTE as discussed previously. The wages and benefits related to these positions add over \$578,000 to the current Rock County Health Department budget.

Many of the other incremental expenditures were based on the County's current budgeting methodology and assumptions, with additions to the current base budget made to reflect increases in such areas as telephone, office supplies, postage, printing, travel, etc. The projected budget also includes nearly \$13,000 in lease costs related to the establishment of the satellite office as well as \$10,000 to fund a countywide community health needs assessment process based on the service model recommended by the Merger Study Committee.

Start-up costs included in the projected budget for a merged health department are estimated at over \$35,000. Nearly 40% of this amount is related to additional computers/laptops for staff, as well as the network software licenses to operate this equipment. The start-up costs also include other expenditures related to reference materials and office equipment necessary to equip the satellite office.

Environmental Health Inspection Fees

One of the primary differences between the program revenues of the two health departments is in the fees food establishments are charged for inspections. The two key areas are restaurant inspection fees and retail inspection fees. The following figure presents a comparison between the fees that would be charged to various categories of establishments under current City and County fee schedules.

The primary difference between the two health departments in the inspection fees for restaurants and retail establishments is related to the City's method of charging fees based on a sliding scale that is determined by an establishment's gross annual sales. While the table below presents only examples of the types of establishments currently licensed by the Beloit Health Department, the information is intended to provide a general indication of how the proposed merger would impact fees and the amounts that certain types of establishments would pay under the County's fee schedule.

City of Beloit/Rock County Health Department Merger Study Comparison of the Differences In Inspection Fees Charged to Establishments				
Type of Establishment		Current BHD Fee	RCHD Fee	Comments
RESTAURANT INSPECTIONS				
Limited Food Service	Basic Fee	\$75		An establishment that has less than \$50,000 in gross food sales, that serves only pre-packaged foods, such as a tavern that serves frozen pizza and microwave sandwiches.
	Pre-Packaged Food	65		
	Total Fee	\$140	\$100	
Fast Food Restaurant	Basic Fee	\$425		An establishment with gross food sales greater than \$1 million that prepares food and has a soft serve machine.
	Pre-Packaged Food	148		
	Counter Freezer	100		
	Total Fee	\$673	\$400	
Full Service Restaurant	Basic Fee	\$400		A full service restaurant that has banquet facilities and catering, with gross food sales between \$500,001 and \$1 million.
	Food Preparation	148		
	Total Fee	\$548	\$400	
RETAIL ESTABLISHMENT INSPECTIONS				
Small/ Neighborhood Gas Station	Basic Fee	\$75		An establishment that has less than \$50,000 in gross food sales, that does not process food on site, but sells potentially hazardous food.
	Retail Establishment	30		
	Total Fee	\$105	\$100	
Gas Station/ Convenience Store	Basic Fee	\$425		An establishment that has gross food sales between \$100,001 and \$500,000, that processes potentially hazardous food.
	Retail Establishment	100		
	Total Fee	\$525	\$400	
Grocery Store	Basic Fee	\$425		An establishment that has gross food sales greater than \$1 million, that processes potentially hazardous food.
	Retail Establishment	450		
	Total Fee	\$875	\$800	
Notes: BHD Basic fee is based upon gross annual food sales.				

Tax Rate Impact

Using the proposed budget presented in this section, property taxes on a \$150,000 home for County residents would increase from \$27.75 to \$31.20 under the proposed merger.

Human Service Programs

In addition to traditional public health nursing and environmental health services, the Beloit Health Department also provides several human services programs not typically provided by public health departments in Wisconsin. In fact some of these services are provided by the Beloit Health Department under contract with the Rock County Human Services Department.

Program Description

Supportive Home Care (SHC). Rock County Human Services Department contracts with the City Health Department to provide SHC services to eligible clients. SHC services are provided to elderly and disabled clients to allow them to remain at home as opposed to a nursing home setting. Services include assistance with daily living activities, shopping, appointments, light housekeeping and meal preparation. The client's social worker, a County case manager, determines the needed services and time allocations. Beloit Health Department's Ancillary Services Nurse and Coordinator provide supervision of these services.

2004 Service Level	42,744 hours of service
Number of Clients Served	70 clients
2005 Budgeted Expenditures	\$584,327
2005 Budgeted Revenues	\$583,420
2005 Staffing (FTE)	25.52 Casual FTE and 2.15 Regular FTE (includes .50 ancillary services nurse, .25 ancillary services coordinator, 1.25 ancillary services medical secretary and .15 department director)

Personal Care (PC). Personal care is a Medical Assistance benefit provided to eligible elderly and disabled individuals. Services help residents remain in their own homes and may include daily living activities such as bathing, dressing, grooming, toileting, exercising and meal preparation. Beloit Health Department's Ancillary Services Nurse supervises caregivers. The physician's orders and care plan determine the personal care services to be provided. Services ordered by a physician, must be authorized by the Wisconsin Department of Health and Family Services, and supervised by a registered nurse.

2004 Service Level	22,756 hours of service
Number of Clients Served	54 clients
2005 Budgeted Expenditures	\$338,236
2005 Budgeted Revenues	\$350,000
2005 Staffing (FTE)	12.48 Casual FTE and 1.90 Regular FTE (includes .25 ancillary services nurse, 1.25 ancillary services medical secretary and .15 department director)

Approximately half of the personal care clients are served by a family member, which means those caregivers provide services to only one client. It should be noted that casual FTE denotes full-time equivalent City employees who are not regular City employees and do not receive benefits from the City, other than retirement benefits.

Home Companion Registry. BHD maintains a registry of individuals qualified to provide home companion services. The home companion registry provides private duty home companion services in the homes of ill and/or disabled persons in need of such care to enable these persons to remain independent at home. The registry provides service to clients in the Stateline area who do not qualify for any federal, state, or county benefits, and have to pay privately for their care. Stateline United Way, Community Development Block Grant, fundraisers, grants and donations fund the program. Beloit' Ancillary Services Coordinator matches home companions with the clients and will also work with clients to evaluate the performance of home companions. Clients are matched by the home companion coordinator with caregivers on the registry after they have had a background check completed by the Beloit personnel department and have been provided training by the registry staff. The caregiver receives payment for services from the client and/or client's family. Some or all of the specific components of the home companion program provided by the Beloit Health Department that would be transferred to another agency include:

- Maintenance of the home companion registry (i.e., the list and contact information of qualified caregivers);
- Screening (i.e., background checks) of potential caregivers before they are placed on the registry;
- Training of caregivers; and/or
- Working with clients to evaluate the performance of caregivers.

2004 Service Level	60 qualified caregivers in Beloit on the registry provided 61,846 hours of service
Number of Clients Served	112 clients
2005 Budgeted Expenditures	\$48,119
2005 Budgeted Revenues	\$52,500 (including \$20,000 in CDBG funding, \$30,000 from Stateline United Way and \$2,500 in donations)
2005 Staffing (FTE)	.75 Regular FTE (.75 ancillary services coordinator)

Building Blocks of Beloit's Youth (BOBBY) Program. Rock County Human Services Department contracts with the Beloit Health Department as part of a group of six contracts provided by the County to area community-based organizations through the County's Brighter Futures Initiative (BFI). The Brighter Futures funds are state funds distributed through Rock County to programming for at-risk youth. BHD has used its contract primarily to focus on coordinating out-of-school and after school activities for at-risk elementary school children with the goal of increasing youth participation in structured out-of-school and after school activities. Specifically, the Beloit Health Department implements an after school prevention program, Kids Club, which serves children identified as at-risk for academic failure and referred by school personnel. Annual funding levels for the program are subject to state budget appropriations. In 2004, the City Health Department received \$14,000 in funding, while this year's level is \$5,000.

2005 Service Level	Twice weekly after school meetings for 2 ½ hours
Number of Clients to be Served in 2005	15 youth
2005 Budgeted Expenditures	\$10,183
2005 Budgeted Revenues	\$5,000
Staffing (FTE)	.25 Regular FTE (includes .24 ancillary services coordinator and .01 medical secretary)

Other Service Providers

The human services programs currently provided by the Beloit Health Department would not be part of the service mix in the merged department. While the City of Beloit could continue providing some or all of these human services even without the presence of the City Health Department, doing so without the broader management structure and support of a larger department, would likely not be cost-effective. Therefore one of the elements of this study was to explore, through the assistance of the Human Services Work Group, the possibility of a turnkey operation, whereby these human services would be provided by other qualified agencies. The Human Services Work Group consisted of the Assistant City Manager, Interim City Health Director, City Ancillary Services Director, Deputy Director of the Rock County Human Services Department, and the Assistant Rock County Administrator.

Long-Term Support Services. The Human Services Work Group identified potential providers for the three long-term support programs (i.e., supportive home care, personal care and the home companion registry) through the use of:

1. An initial phone survey conducted by the Rock County Human Services Department Deputy Director in February 2005 that included the current pool of providers the County Human Services Department uses for its long-term support clients. Phone interviews were conducted with five agencies that provide supportive home care and/or personal care services to County clients. The agencies were asked about their interest and capacity in serving an additional 75 to 100 clients from the Beloit Health Department and the amount of lead time required for implementation should they become one of the new service providers for these clients. While all five agencies indicated an interest in serving the additional clients, only three of the agencies serve both supportive home care and personal care clients. Estimates of required lead time for implementation ranged from one month to four months, with three months identified as the timeframe by most agencies.
2. A Request for Information (RFI) sent out by the City of Beloit in April 2005 to solicit more detailed information from the five previously-identified providers of supportive home care and personal care services about the possible absorption of all or part of BHD's long-term care human service clients, care givers and employees into their agencies in the event the health department merger between the City and County occurs and the City of Beloit ceases to provide these services. Since a significant number of the City's supportive home care and personal care clients receive both services (i.e., 29 clients out of 70 supportive home care and 54 personal clients receive both services), the Human Services Work Group strongly felt that using provider agencies that could provide both services would be more effective from a consumer, program administration and case management perspective. Therefore the RFI asked the five agencies if they would be interested in providing both supportive home care and personal care services.

In addition, the Human Services Work Group identified the maintenance of the existing client/caregiver relationship as the most critical aspect of a smooth transition from the City Health Department to another provider. Therefore, agencies were asked how likely they would be to retain the existing City-employed caregivers, and what their agency's compensation and benefits are for similar positions.

Finally, the RFI asked responding agencies to indicate if, in addition to supportive home care and personal care services, they would also be interested in providing services similar to the City's home companion registry program.

Three agencies responded to the RFI, with two indicating that they currently provide both supportive home care and personal care services and would be interested in providing both services to City of Beloit clients, should the health merger occur. One of these agencies indicated a preliminary interest in discussing the continuation of the home companion registry, while the others did not respond to this area. All three agencies identified a three-month transition period and expressed an interest in retaining existing City-employed care givers to ensure a smooth transition for the clients currently served by the Beloit Health Department.

Transition Planning for Human Services

The transition plan in the next section of this report outlines the specific activities for the City of Beloit to engage in to ensure a smooth transition of the three long-term support services (i.e., supportive home care, personal care and maintenance of the home companion registry) and the BOBBY after school program from the City of Beloit to other providers.

Long-Term Support Services. The responses to the initial phone survey and the RFI for long-term support services currently provided by the Beloit Health Department offer excellent information that will be valuable in the transition process. Especially given the responses to the RFI, it appears the City is well-positioned to find other qualified providers for the supportive home care and personal care services currently provided by City Health Department. In particular, there are two providers who are willing to provide both services and expressed willingness to retain City-employed caregivers, thereby minimizing the impact of the transition on clients. While one of these providers expressed a preliminary interest in assuming the home companion registry program, if this does not prove successful, the City may need to explore other avenues to find a provider to continue this program.

The transition planning process would include meetings for a further exchange of information with the two providers who expressed interest in providing long-term support services to discuss:

- **Clients:** Interviews with clients, City staff and current case managers necessary to transition the City's long-term support clients. If the health department merger is approved and the proposed January 1, 2006 target date for the transition is confirmed, County case managers and City staff can begin the process of transitioning clients to the new provider(s).
- **Caregivers:** Application screening, background checks, verification of credentials, interviewing, etc. for hiring new staff, including the transition of City-employed caregiver staff as appropriate.
- **Supervisory and Administrative Staff:** Determination by provider agencies regarding the need for City-employed administrative or supervisory staff.
- **Records:** Access to and transfer of client records.

Given the three-month transition period indicated by the agencies responding to the City's RFI, it appears reasonable that the period of transition would be slated from January 1, 2006 (the effective date of the health department merger) to March 31, 2006. Beginning April 1, 2006, it is expected that all previous long-term support clients of the City of Beloit will have been transitioned to new provider agencies.

Home Companion Registry. It is unclear whether the City will find another agency interested in continuing maintenance of the registry and the other activities related to the home companion registry. In addition to the response from one agency to the Supportive Home Care/Personal Care RFI noted previously, the Beloit Health Department has also sent an RFI to two other agencies funded by Stateline United Way to gauge their interest in assuming responsibility for the registry. The City of Beloit should continue to offer the Community Development Block Grant (CDBG) funding currently allocated to this function as an incentive to potential providers to continue this service, provided that the funding is continued by the federal government.

BOBBY Program. Since the BOBBY after school program is one of several programs funded by Rock County as part of the Brighter Futures Initiative, it is likely that another provider will be found for the County to contract with in serving Beloit's at-risk youth population. Representatives from the City of Beloit and Rock County should jointly discuss potential providers of services to the Beloit population.

Preliminary Transition Plan for the Public Health Merger

If the respective City and County governing bodies approve the Merger Study Committee report, the merger of the City of Beloit Health Department (BHD) into the Rock County Health Department (RCHD) would take effect on January 1, 2006. The issues and action steps identified in this section can serve to facilitate a smooth transition, ensure continuity of service provision, and provide for the equitable treatment of employees during the merger implementation.

Specifically, the transition planning process should address the following key issues related to the proposed merger:

- Employee transition
- Equipment transfer
- Records access
- Space needs
- Governance
- Intergovernmental agreement
- Public and environmental health services
- Human services

The City of Beloit recognizes the quality work performed by the employees of its Health Department and realizes the potentially difficult personal and professional issues related to the dissolution of the Beloit Health Department for these employees. Therefore, the City has started discussions internally and with the County about how the transition process can minimize potentially negative impacts on City employees, if the merger is approved. The County also has a vested interest in jointly exploring opportunities to help ensure a smooth transition for City employees who apply for and are selected to fill vacant positions in the merged department. The quality and productivity of the merged public health department will be primarily dependent on the individuals who work there. In this respect, the action steps identified in the following plan will help provide the foundation that ensures a smooth transition of the services and workforce to the merged department.

**Preliminary Transition Plan
for
City of Beloit/Rock County Public Health Merger**

Merger Transition Issues	Action Steps	Target Date
A. Employee Transition	<ol style="list-style-type: none"> 1. Develop a reasonable agreement with the County regarding employment issues for BHD employees who are interested in pursuing County employment, including compensation, health insurance, retirement and other benefits, as well as issues related to the recognition of seniority for the treatment of certain benefits, such as vacation. 2. Negotiate an agreement between the County and bargaining unit representing RCHD employees reflecting the discussion between the City and County. 3. Review the City's policy for treatment of non-represented BHD employees leaving City employment as it pertains to vacation and sick leave accruals and other severance issues. 4. Review contract provisions regarding represented BHD clerical employees, and advise employees of procedures, bumping rights, etc. 5. Provide BHD employees with comparative information regarding compensation and benefits under County employment. 6. Develop an appropriate pay range for the health educator position, which would be a new position and classification for RCHD under the merger. 7. Solicit applications for vacant and newly created positions in the merged department; screen applicants and fill positions. 	Fall 2005

Merger Transition Issues	Action Steps	Target Date
B. Equipment Transfer	<ol style="list-style-type: none"> 1. Inventory by the City of City-owned Health Department equipment available for donation to the merged health department. 2. Transfer of equipment, as appropriate, from the City to the merged health department to minimize start-up costs of the merger. 	December 31, 2005
C. Records Access	<ol style="list-style-type: none"> 1. Review by City staff of all BHD records and archiving, as appropriate. 2. Provide access to City records for appropriate County Health Department and human services provider agency staff. 	December 31, 2005
D. Space Needs	<ol style="list-style-type: none"> 1. Negotiate space for a satellite office in Beloit to serve the public health needs of southern Rock County residents. 2. Discuss and negotiate agreement with Nutrition Health Associates (NHA) for WIC to continue making referrals to the prenatal care coordination serving the City of Beloit population, which would require continued use of office space at the WIC site. 	Fall 2005
E. Governance	<ol style="list-style-type: none"> 1. Repeal City ordinance to dissolve BHD and City Board of Health 2. County to appoint City of Beloit representation to the County Board of Health 3. Amend City ordinances governing public and environmental health operations, enforcement activities and fees, as appropriate, to reflect the merged department 4. City to adopt resolution to create an ad hoc health services committee made up of City Board of Health members to: <ul style="list-style-type: none"> • Advise the City Council on merger transition issues during 2006; • Monitor the status merger implementation efforts during 2006; and • Advise the City Council on transfer of human service to third party providers during 2006. 	Effective January 1, 2006

Merger Transition Issues	Action Steps	Target Date
F. Intergovernmental Agreement	<ol style="list-style-type: none"> 1. After adoption of the Merger Study Committee report by the Rock County Board and Beloit City Council, authorize the legal counsels of both entities to develop an intergovernmental agreement to identify the terms and conditions agreed to between the City and County pertaining to the merger of the health departments. 2. Draft agreement to include the following elements: <ul style="list-style-type: none"> • Service options adopted by the Merger Study Committee for the merged department; • Establishment of a satellite office in Beloit to serve the southern Rock County area; • Equitable treatment of BHD employees interested in transitioning to County employment in the merged department; • Treatment of BHD equipment available for County use in the merged department; • Access to BHD records by the County; and • City representation on the County Board of Health. 3. Approve and execute agreement 	Fall 2005
G. Public and Environmental Health Services	<ol style="list-style-type: none"> 1. Develop staff work groups around functions (public health nursing, environmental health, health education, community assessment) to discuss current service protocols and application of those protocols to the services provided under a merged department, especially services provided out of the new satellite office. 2. Revise RCHD administrative policy and procedures to reflect satellite office operations. 	January to December 2006

Merger Transition Issues	Action Steps	Target Date
H. Human Services	<ol style="list-style-type: none"> Engage in transition planning with the two agencies that pre-qualified and responded to the City's RFI in May, along with any other agencies that express appropriate interest and qualifications to provide supportive home care and personal care services. Issues to be negotiated include: <ul style="list-style-type: none"> • Transition of clients to new providers; • Retention of City-employed caregivers; • Retention of City-employed supervisory and administrative staff; and • Access to client records. Assess feasibility of finding a provider to maintain the home companion registry. Work with Rock County Human Services Department to identify appropriate providers of programming to at-risk youth in Beloit funded by the Bright Futures Initiative, as a replacement for the City-provided BOBBY program. 	Transition period from January to March 2006

Rock County/City of Beloit Merger Study Committee

Voting Committee Members

1. Sandy Hart*, Chair of Merger Study Committee and Chair of County Board of Health
2. Marty Densch**, Vice-Chair of Merger Study Committee, Beloit City Council President and Member of the City Health Board
3. Susan Anderson**, Beloit Hospital and Chair of City Health Board
4. Hank Brill*, Rock County Board of Supervisors
5. Steve Kinkade**, Executive Director of Stateline United Way
6. Dr. Keith Konkell*, Janesville Mercy Hospital and County Board of Health
7. Adam Peer*, Rock County Board of Supervisors
8. Jim Van de Bogart**, Beloit City Council

* Denotes County representatives

** Denotes City representatives

Non-voting Committee Members and Staff Support to the Merger Study Committee:

- Larry Arft, Beloit City Manager
- Phil Boutwell, Rock County Assistant Administrator
- Linda Dalton, Beloit Interim Health Director
- Steve Gregg, Beloit Assistant City Manager
- Craig Knutson, Rock County Administrator
- Helen Krause, Rock County Health Officer

Appendix A
Program Comparison Matrix

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
PUBLIC HEALTH - NURSING (1) Communicable disease follow-up and tracking of infectious diseases	<p>RCHD conducts mandatory case investigation of 83 reportable diseases.</p> <ol style="list-style-type: none"> Referrals are received from a variety of sources. Category I diseases are of urgent health importance and are acted on in 24 hours. Category II diseases are acted upon within 72 hours. Follow up includes: calls to physicians verifying lab and illness history; calls to client to inform, educate, control or prevent the spread of further illness to contacts; get list of contacts for follow up if needed, and ensure contacts have been adequately treated; calls to the laboratory requesting copies of lab tests; calls to place of employment of schools to inform and provide factual information; calls to contacts to inform and encourage treatment if recommended. STD referrals fall in the communicable disease category. Attempts are made to contact client or contact by phone. If unsuccessful, letters are mailed, provided we have an address. Home visits are attempted when Gonorrhea clients are not reached. Repeated attempts are made to contact to ensure proper treatment was received and to get contact list for tracing. TB skin testing offered to contacts of an active case, persons requesting testing for employment, school, ADODA treatment program and new immigrants. Utilize State TB medications for those persons needing treatment. Provide case management home visits and medication distribution to persons receiving State TB medications. This includes directly observed therapy on weekends and holidays. TB is a category I disease. This requires comprehensive contact investigation. The PHN work with medical providers, other public health agencies, State of Wisconsin TB program and workites to follow up with people with positive TB skin tests or who are symptomatic. The referral is followed up as above, but requires multiple home visits with the individual client over the course of their 9-month treatment. It requires coordination of treatment with the state in the provision of medication. The client is regularly monitored for side effects and compliance. All reported CDC are entered into a logbook to track for possible outbreaks or common sources of infection. Monthly report is completed on the outcome of each reported communicable disease. State lab of hygiene test kits for enteric diseases are available to distribute when dealing with and actual or potential outbreak. <p><i>Service level: 793 cases in 2004.</i></p>	<p>BHD provides surveillance, investigation, education, prevention and control of communicable diseases as directed by Wisconsin Statute Chapter 252.05. Efforts to contact all cases are made by PHN staff through phone calls, home visits and letters.</p> <ol style="list-style-type: none"> Same Same Same with the exception that home visits are also attempted for Chlamydia clients when not reached by phone or letter. Same Same All referrals, including CDC communicable disease, are recorded on a log and date of PHN visit documented. Same <i>Service level: 451 cases in 2004.</i>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
<p>(2) HIV testing and counseling.</p> <p>Note: Both departments gear program on "high risk" individuals. State recognizes both departments as testing site for HIV.</p>	<ol style="list-style-type: none"> 1. Early evening clinics are held weekly by appt or on a walk in basis. Services are targeted to the under-insured, at risk, male population but others can be seen. 2. Prevention services-Hepatitis A, B vaccine, TB skin testing and condoms are offered. 3. Anonymous and confidential HIV testing available with some restrictions. Pretest counseling with risk reduction reinforced. Venous blood is sample of choice, but Orasure testing is available. Test results must be given in person so a return appt is scheduled. On the return visit post test counseling is given, risk reduction plan made on first visit reinforced. If HIV results are positive, added counseling is done and community resources, such as the AIDS Network discussed. Encourage referral for case management 4. RECAP – Screening at Rock County Jail 3 times per year with RECAP population. <p><i>Service level: 127 tests in 2003</i></p>	<ol style="list-style-type: none"> 1. BHD provides HIV testing and counseling two afternoons a week and by appointment. BHD also offers rapid HIV testing as an option for clients. 2. HepB, TB skin testing, and condoms offered 3. Same 4. Not applicable <p><i>Service level: 96 HIV tests in 2004</i></p>
<p>(3) HIV partner counseling and referral program</p> <p>Note: Essentially same program. Beloit offers one additional service known as "Rapid Test" that is grant funded. County declined this due to lack of state funding after the 1st year.</p>	<p>RCHD is part of the State Partner Counseling and Referral Services (PCRS) program. RCHD receives referrals from the State Division of Health. Home visits are made to interview client and provide information on available community and state resources. Conduct a contact interview. Try to reach identified contacts, encourage confidential testing and providing confidential HIV testing if requested. Follow up with test results. Discuss prevention plans.</p> <p><i>Service level: 15 referrals in 2004</i></p>	<p>BHD provides investigation of HIV positive cases which have been referred by the Dept. of Health and Family Services of the State of Wisconsin. Attempts to contact clients are made through phone calls, letters and home visits. Interviews are conducted through office or home visits. Information is gathered pertaining to client's disease status, access to medical care, and risk factors. Referrals are made as needed. Prevention education provided. Assistance with partner notification and counseling is provided. Standard or Rapid HIV testing for partners is offered.</p> <p><i>Service level: 8 referrals in 2004, follow up was provided on 7 individuals, 1 was not locatable</i></p>
<p>(4) Immunization clinics: adult, childhood, and influenza</p> <p>Note: Essentially the same program. Beloit offers school-based clinic, which Rock County does not.</p>	<ol style="list-style-type: none"> 1. Immunizations for adults and children are provided by appt MWF mornings at the main HD office. Walk in hours for these same services are provided Fridays from 10:30 AM – 4 PM. 2. Satellite immunization clinics are held on Tuesday and Thursday late afternoons on a walk in basis at 9 sites throughout the county. 3. Vaccination information is entered the following work day into WIR (statewide immunization registry). Current and historical vaccine information is entered to keep WIR up to date. 4. Every other month recall and reminder notices sent to families served by the RCHD. 5. Annual survey of County Day Cares for immunization levels. 	<ol style="list-style-type: none"> 1. Immunizations for adults and children are provided Monday through Friday by appointment. 2. BHD offers 3 regularly scheduled immunization clinics monthly at various times of the day and locations. Additional immunization clinics are offered as needed, such as Varicella, Td, and Back-to-School clinics 3. Same 4. Send monthly reminders 5. Collect annual daycare immunization reports

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
	<p>6. Annual Kindergarten review of immunization levels to see how children were immunized by age 3.</p> <p>7. Monthly letters to medical clinics that are non-WTR users informing them of vaccines the Health Dept gave to their clients.</p> <p>8. International travel vaccines provided as well as health counseling related to international travel.</p> <p>9. Special Flu and pneumonia clinics set up throughout Rock County in fall of the year. Work with Senior Health Fairs in Janesville and Evansville. Provide between 12 and 15 clinic sites each year.</p> <p><i>Service level: 3,055 immunizations given to 1,180 people in 2004</i> <i>1,506 influenza and pneumonia vaccinations given in 2004</i></p>	<p>6. No corresponding program</p> <p>7. Same</p> <p>8. No corresponding program</p> <p>9. Influenza and pneumonia clinics are held seasonally at various times and locations throughout the City of Beloit as well as in the office.</p> <p><i>Service level: 1,563 immunizations given to 873 children/adults in 2004</i> <i>1,975 flu/pneumonia shots given to adult in 2004.</i></p>
<p>(5) Children with Special Health Care Needs</p> <p>Note: Different service model. Beloit does referral and follow-up and Rock County does case management. Both service models are acceptable for BHD and RCHD to receive grant funding.</p>	<p>Provide referral and follow-up services to families who have a child with special health care needs and are looking for certain community resources. Also, provide home visit case management services to those families who need more support for connecting with available community resources. Case management involved the development of case plans.</p> <p><i>Service level: 12 families served for a total of 82 visits in 2004</i></p>	<p>Referrals are made to a variety of agencies and follow-up services are provided as well as on-going service coordination for children with special health care needs ages birth to 21 years.</p> <p><i>Service level: 18 families were referred to 20 different resources to help meet their needs in 2004. Total of 42 referral and follow-up sub-interventions provided in 2004.</i></p>
<p>(6) Newborn visits to all parents</p> <p>Note: Rock County provides targeted visits to newborns based on risk criteria, as opposed to universal approach to newborn visits used by Beloit</p>	<p>No corresponding County program.</p>	<p>Based on hospital referrals and birth certificate information newborn visits are offered to all parents to provide post partum and newborn information and address any parent concerns. PHN assesses for risk factors, identifies potential health problems, and provides referral and follow-up as needed. All first time parents are considered to be "at-risk." A packet of baby related information and community resources is provided and reviewed.</p> <p><i>Service level: 350 newborn visits were provided in 2004, representing 65% of Beloit births</i></p>
<p>(7) Ongoing management for high-risk mothers and infants home visits</p>	<p>Rock County operates the Maternal and Child Health (MCH) program focused on home visits by public health nurses. Goal for home visiting service is to begin prenatally and see the family until the child is one (1) year old.</p>	<p>High risk mothers and infants are identified through newborn visits, referrals, and birth certificate information and offered ongoing Public Health Nursing visits. Home visits are made at least monthly to provide health teaching, anticipatory guidance, counseling, case management, and surveillance. Typically,</p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
<p>Note: Both departments are focusing on same group of clients: at risk mothers and children to age one. This group is served by programs 7 through 9.</p>	<p>1. <u>Prenatal</u> Provide home visit services to at risk pregnant women. Follow model standards of service and visit every 3 weeks during pregnancy. If client is eligible, enroll in medical assistance, Prenatal Care Coordination Program. Service model for PNCC is home visit smoking cessation counseling. Presumptive eligibility determination. Provide services to women who are MA eligible. Enrolled in the First Breath Program. <i>Service level: 15 pregnancy tests in 2004</i></p> <p>2. <u>PostPartum</u> Visit families who have an infant that is at risk for delayed growth or development. Use model standards to provide regular home visits for first 12 months of life. Visits can last longer if necessary. If infant is eligible, perform health check exams. Also, weigh and measure infant at each visit. Conduct quarterly developmental tests. Provide health information on a variety of topics including infant care, infant nutrition, safety, well-childcare, growth and development, immunizations, first aid, fire alarms, car seat safety, gun safety, poison control, use of community resources, housing energy, and rental assistance, smoking cessation, assist with breast feeding. 3. <u>Sudden Infant Death Syndrome (SIDS)</u> Provide follow-up telephone and home visit services to families who experience a SIDS death. Complete data collection tool and send to statewide group. <i>Service level: 332 families 2,134 visits in 2004</i></p>	<p>the family is followed for the infants first year of life.</p> <p>1. Home visits provided if ineligible for prenatal or perinatal care coordination programs offered as office visit model.</p> <p>2. Do not do health checks. Do not do developmental tests on infants/children if in Birth to 3 program to avoid duplication</p> <p>3. Same</p> <p><i>Service level: 21 high-risk infants/mothers were followed for ongoing management in 2004.</i></p> <p>Prenatal Care Coordination is a Wisconsin Medicaid benefit and the BHD provides this program primarily as an office visit model. PNCC services are allowed during pregnancy and 60 days following delivery. All pregnant women over 20 years old who go to Nutrition Health Associates (NHA) are assessed for risk and provided with information and referral. High risk women are seen monthly at the BHD satellite clinic at NHA. They are also counseled by a registered dietitian monthly. Home visits and telephone contacts are made when indicated for special needs or inability to attend the clinic. Some of the BHD clients live with others or in a shelter making home visits difficult. PNCC maintains communication with physicians and other agencies working with BHD clients to provide services such as childbirth education.</p> <p><i>Service level: 133 new PNCC cases in 2004, plus 73 continuing care from 2003, for a total of 206 cases. Under consolidated contract, 644 office visits and 67 home visits in 2004. 47 participated in First Breath, a cessation program for pregnant smokers.</i></p>
<p>(8) Prenatal Care Coordination (PNCC)</p> <p>Note: Different service model. RCHD uses home visit, BHD uses office visit. BHD partners with NHA (WIC program), which makes referrals that are MA eligible. RCHD does not get MA referrals through WIC.</p>	<p>The difference between MCH case management and PNCC case management is source of funding (MA versus non-MA). RCHD treats this as one program area and doesn't differentiate programming by source of funds. Rock County participates in the State Consolidated Contract Program, which targets non-MA, at-risk mothers. Rock County also has an extensive pre- and perinatal care coordination program for non-MA eligible, at-risk mothers/ infants beyond those required by the Consolidated Contract State certified as a PNCC provider. Use a home visit model of service. Use a standard model of service with each family to visit at least once every three weeks. Maintain communication with doctor, and work with health care providers to receive childbirth classes. First Breath trained to provide smoking cessation counseling. Use paid volunteer interpreters as well as telephone line to communicate with families that do not speak English. <i>Service level: 35 cases with a total of 167 home visits in 2004</i></p>	

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
(9) Perinatal Care Coordination (PCC)	<p> RCHD has a comprehensive perinatal care program, but it is not targeted specifically at Spanish-speaking clients. Use paid volunteer interpreters as well as telephone line to communicate with families that do not speak English. </p> <p> <i>Service level: 53 contracted clients, 340 home visits in 2004</i> </p>	<p> PCC by definition is for those pregnant women who do not qualify for PNCC based on MA eligibility or risk criteria. The BHD's PCC program has all high risk women in the program as a result of the population we're serving. Most of these women speak little or no English, are not citizens and cannot qualify for PNCC. </p> <p> <i>Service level: In 2004, 22 women were seen through PCC, 65 office visits.</i> <i>Beloit had 105 Hispanic births in 2003 and 20 were served through PCC.</i> </p>
10) Adult Health Home Visits	<p> No corresponding County program. </p> <p> Home visits are made by RCHD for other purposes that have a public health focus, such as nuisances, control of lice, follow-up on vision/hearing referrals, etc. </p>	<p> Home visits made to provide assessment, education, referral and follow-up, surveillance and on-going management of adults with physical/mental/social health issues. Referrals are received from health professionals, community organizations and concerned public, with many social service referrals from the hospital. Individuals served do not qualify for home health care. BHD's close ties to human services results in involvement in this service area. </p> <p> <i>Service level: 163 adult health home visits in 2004.</i> </p>
(11) Childhood Lead Poisoning Prevention Program Note: Difference in prevention model. RCHD utilizes birth certificates for identifying high risk population, while BHD uses newborn visits to provide information.	<p> RCHD has a comprehensive lead prevention, referral, testing, and abatement program, which includes both public health nursing and environmental health staff. </p> <p> <u>Public Health Nursing Lead Prevention</u> Utilize birth certificates to identify pre-1950 homes with newborn at 6 months of age offer nursing and sanitation visits, provide health information, inspect home for lead, lead testing, send letter to doctor to encourage lead testing. </p> <p> <i>Service level: 306 families offered prevention services; 175 visits in 2004</i> </p>	<p> Provides lead poisoning prevention information and referral through home visiting, telephone calls and mailings. Lead information is provided on all newborn visits by PHN. Follow-up and case management on children with elevated lead levels 10ug/dl and above. Conduct lead hazard home investigations for families of children with lead poisoning. On EBL cases, an environmental investigation is conducted with written orders to property owner in addition to case management services. In 2004, 23 dwelling units in Beloit were made lead safe through a collaborative effort with housing services. In 2004, 17 referrals received for children with venous lead levels of 10-19ug/dl. 15 of these received a home visit by a PHN Lead Risk Assessor for education, referral, home assessment and ongoing monitoring. </p> <p> <i>Service level: 119 lead education visits in 2004</i> Lead Prevention. PHN's provide lead prevention information on all new baby visits and encourage lead testing of children. </p> <p> <i>Service level: 350 families given lead information in 2004</i> </p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
<p>Note: Difference in service model. RCHD sanitarians performs test for lead and issues orders. BHD public health nursing performs test for lead and issues orders.</p>	<p><u>Lead Case</u> Nursing and sanitarian provide home visits and case management to assist in monitoring lead level. Provide communication to doctor and education to family on health hazards of lead.</p> <p><i>Service level: 28 referrals for elevated lead with 16 confirmed cases in 2004</i></p> <p>Environmental Health - For housing units with children less than 6 years of age.</p> <ol style="list-style-type: none"> Lead Education Visit - These visits result from birth certificate referrals or requests for information from parents or blood levels unknown or less than 10 mcg/dl. <ol style="list-style-type: none"> Lead risk reduction interview with parent or guardian Lead testing of at least one or two rooms with painted surfaces. Offer use of HepaVac, clean up kits (when available) and provide instruction for their use. Written lead risk reduction recommendations are sent to owner and copied to occupant. Contact occupant at the end of 1 month to answer questions and schedule visit if necessary. Elevated blood lead investigation-housing unit where venous blood lead level is between 10-20 mcg/dl or capillary blood level is at 10 mcg/dl or higher. <ol style="list-style-type: none"> Lead risk reduction interview with parent or guardian. Identification of lead hazards in rooms occupied by child. Offer use of HepaVac, clean up kits (when available) and provide instruction for their use. Written lead risk reduction recommendation(s) are sent to landlord and copied to occupant. Offer lead risk reduction visual follow-up inspection within 30 days of completion. Housing units where venous blood lead level exceeds 20 mcg/dl or two venous at 15 mcg/dl performed at least 90 days apart. 	<p><u>Lead Case</u> Public Health Nurse/Lead Hazard Investigator conducts home visit to provide lead education, case management and home assessment for lead hazards with recommendations and/or orders for remediation if EBL case</p> <p><i>Service level: 37 lead referrals with 19 confirmed cases in 2004</i></p> <ol style="list-style-type: none"> Lead Education Visit - PHN Lead Hazard Investigator provides lead information/consultation to anyone who calls or visits the department with a request for information. Lead check swabs, written materials and loan of HEPAVac (when available). A. Same 2.B. Same 2. C. Same 2. D. Lead risk reduction recommendations to landlord and occupants may be verbal rather than written. 2.E. Same 3. Same

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
	<p>A. Conduct an EBL investigation as described in Chapter 9 WCLPPP Handbook</p> <p>B. Issue Written Order to property owner.</p> <p>C. Conduct Clearance Investigation (wipe samples, monitor work, and visual inspection) within 5 days of earliest requested completion date.</p> <p>D. Landlord and occupant will be sent letters indicating results of wipe samples.</p> <p>E. Request additional work if wipes are above the standard.</p> <p>4. Environmental Assessment Follow-Up Inspection</p> <p>A. Follow-up inspection criteria for EBL and Non-EBL investigation – document on Contact Card that inspection was conducted and what was observed and what was recommended as outcome of inspection.</p> <p>B. Visually inspect to determine if original lead risk reduction recommendations have been complied with.</p> <p><i>Service level: 43 lead assessments with a total of 126 field visits in 2004</i></p>	<p>4. Same</p> <p><i>Service level: 12 lead assessments with a total of 48 visits in 2004</i></p>
<p>(12) Office Visits</p> <p>Note: Difference in service level. RCHD offers greater array of tests.</p>	<p>The clinics are held at the RCHD by appointment and with a walk-in clinic. Consultations include, for example, general health concerns, TB skin testing, pregnancy testing, flu/pneumonia vaccinations, telephone consultations, and immunizations. Vision, hearing, pregnancy testing, presumptive eligibility testing, blood pressure, cholesterol, travel vaccines, lead testing. Attempt to serve all walk-in clients any day of week that agency is open, as long as a nurse is present. Use set time on Monday, Wednesday, and Friday morning by appointment and Friday from 10:30am to 4:00 p.m. for walk-ins to meet with a nurse and address health needs/questions.</p> <p><i>Service level: 4,058 office visits in 2004.</i></p>	<p>Office visits are provided daily 8 a.m. to 12 noon for walk-ins and by appointment for a variety of health-related services such as blood pressure checks, TB skin tests, paternity testing, lice checks, immunizations/flu shots and health education and counseling.</p> <p><i>Service level: 2,214 office visits in 2004.</i></p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
(13) Spanish Health Presentations with Even Start	No corresponding County program.	A bilingual nurse visits Even Start monthly as a resource to address health-related questions and provides quarterly presentations on a variety of health and safety topics. Presentations were done according to needs of group. <i>Service level: 35-45 families in attendance at each monthly meeting/presentation in 2004</i>
(14) Childbirth Education	No corresponding County program. RCHD does not directly provide childbirth education classes but rather exchanges referrals with local hospitals and other medical providers for childbirth classes. Those providers have interpreters at classes. RCHD has an agreement with Mercy Hospital to provide free childbirth education to those pregnant women who receive services from the RCHD, and who cannot afford to pay for the class. <i>Service level: 23 RCHD clients received free childbirth education in 2003.</i>	BHD offers five (5) sessions of birthing classes, consisting of six (6) classes each, to non-English speaking Hispanic women, who often are poor and not eligible for MA. Prenatal care, labor and delivery, infant care, and breastfeeding are some of the subjects presented in each session. BHD provides reimbursement to PCC clients for childbirth classes at both Beloit Memorial Hospital and Janesville Mercy to English-speaking clients. <i>Service level: 32 non-English speaking pregnant women attended BHD birthing classes in 2004</i> <i>30 English-speaking pregnant women referred for free childbirth education in 2004</i>
(15) Coordination of Communicable Disease and Immunizations with Schools Note: Difference in service model. BHD staffs immunization clinics in schools, RCHD refers children and parents to clinics out-of-school.	RCHD works with seven (7) public and seven (7) parochial school systems to coordinate communicable disease control activities when a case is identified in a student or employee and communication needs to get out to a large group of people. RCHD coordinates school immunization reports with these same schools, and provide follow-up of children who are behind to encourage vaccination.	BHD public health nurses and school nurses meet biannually to review policies and programs, update and exchange information and plan for events. Throughout the year, BHD provides information and guidance to the school district on communicable disease issues and collaborates with the school district nurses on providing school based immunization clinics as well as keeping the school nurses informed on immunization schedules and policies. The BHD provides lice follow-up on students following 3 incidents of infestation per school policy. <i>Service level: BHD gave 4 immunization clinics in Beloit middle schools in 2004</i>
(16) Bioterrorism Preparedness Note: Mandated program for both departments and both belong to the same consortium. BHD hires a coordinator (with Green County) to do the program work. RCHD Director does work for RCHD.	RCHD is a member of the South Central Wisconsin Public Health Preparedness Consortium #10. RCHD Director is responsible for preparedness coordination. Those activities include: <ul style="list-style-type: none"> • Identification of three (3) State Response Teams. • Training each team in actions that will be expected in a bioterrorism and natural disaster event. • Participating in agency- and community-sponsored exercises. • Participating in Consortium activities. • Coordinating Rock County Hospital Bioterrorism Response. 	BHD is a member of the South Central Wisconsin Public Health Preparedness Consortium #10. Green County Health Department and BHD have hired a part-time Bioterrorism Coordinator to assist in achieving the objectives for emergency preparedness. BHD collaborates with other agencies on preparedness issues and has provided education and training to City of Beloit staff. Community education is also provided. BHD has met all of the objectives of the State Consolidated Contract for Bioterrorism CDC Planning and Readiness. Environmental Health Inspector is member of the HAT team which has met monthly since 2001 to discuss and gather information to provide recommendations to City of Beloit management in order to make informed decisions on potential or actual threats to the citizens of Beloit. Examples: After-hours City Hall Building Security Policy, name tag policies, target site risk assessments, brochure on emergency management, review and recommendations for increased City Hall security, security drills, threat response

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
	<ul style="list-style-type: none"> Working closely with Emergency Management Updating all emergency plans. Staff training in Incident Command System. Staff on the HAN. Staff training in Weapons of Mass Destruction. Staff training in Epidemiology. <p>Director works closely with County Emergency Management for bio-terrorism training and exercises.</p>	<p>recommendations, training, equipment evaluation-new radios, PPO, etc.</p> <p>Environmental Health has attended two Federal Emergency Management (FEMA) trainings and numerous table top drills.</p>
(17) Paternity testing	<p>Make weekly visits to Rock County Courthouse in Janesville to perform court ordered paternity testing for all child support paternity cases in Rock County (including City of Beloit residents). Provide testing on alternative days at alternative sites as requested.</p> <p><i>Service level: 682 tests in 2004</i></p>	<p>The BHD provides paternity testing to residents who request the service through private laboratories.</p> <p><i>Service level: 46 tests in 2004</i></p>
(18) Car seat checks	<p>No corresponding County program.</p>	<p>BHD has established a permanent car seat fitting program at Beloit Fire Dept. Station #1 in June 2004. Car seat checks are done monthly. BHD has three (3) certified car seat technicians, and sends two (2) representatives to the monthly sessions at Station #1. Additional car seat technicians from other organizations/agencies are also utilized to help at these events.</p> <p><i>Service level: 76 car seats inspected in 2004</i></p>
(19) Sexually Transmitted Disease (STD) Clinic	<p>Provide nurse run STD clinic one (1) day a week for four (4) hours. Services include nursing assessment, specimen collection and testing and treatment if necessary.</p> <p>Public Health Nursing interviews clients, inquiring about client concerns, medical history, risk behaviors and sexual contacts for tracing. Health education provided on reduction of risk behaviors and specific disease entities. Venous blood is drawn and a brief visual and physical exam is completed (inguinal nodes palpated, drainage and ulcerations assessed). Treatment is administered as needed per standing medical orders. Positive Chlamydia female clients are re-screened for a test of cure three (3) months after the initial test and treatment</p> <p><i>Service level: 49 clinics with a total of 172 clinic visits in 2003</i></p>	<p>No corresponding City program.</p> <p>BHD provides the Beloit Area Community Health Care Center with its fee exempt number for State Lab of Hygiene to do STD exams and also additional HIV testing.</p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
(20) Chronic Disease Surveillance	<p>RCHD uses death certificates to follow-up on persons who have died before the age of 65 because of certain health conditions, such as heart disease, stroke, cancer, liver disease, etc. A survey is sent to the next of kin to gather information on lifestyle choices, employment, health practices, etc.</p> <p><i>Service level: 176 surveys distributed and 113 surveys returned in 2003</i></p>	No corresponding City program.
(21) School Nursing Services Note: Beloit does not contract with schools to provide school nurses.	<p>RCHD provides school nursing services to the following school systems: Edgerton Schools, Evansville Schools, Janesville Schools, Milton Schools, Parkview Schools and St. Paul Lutheran School. Provide annual contact to parochial schools.</p> <p><i>Service level: 13,585 contacts with parents, students and staff 5,100 nursing hours to be provided in 2004-05</i></p>	<p>No corresponding City program.</p> <p>BHD collaborates with the school district of Beloit (see Program #15) concerning health matters of students. Public Health Nurses and School Nurses formally meet bi-annually to review policies and programs, update and exchange information and plan for events. There are no fees attached to this service.</p> <p><i>Service level: Approximately 187 hours of nursing service to be provided to the schools for coordination of communicable disease and immunizations in 2005.</i></p>
(22) Cardiovascular Risk Reduction Program	<p>RCHD provides services to two worksites in Rock County. Services are provided through a fee-for-service contract. Program focuses on cardiovascular health assessment and education. Screenings include total cholesterol, blood pressure, height/weight and risk assessment.</p> <p><i>Service level: 101 employees screened in 2003</i></p>	No corresponding City program.
(23) Community Options	<p>RCHD provides nursing assessment to the Community Options Program (COP) that is administered by the Rock County Human Services Department.</p> <p><i>Service level: 140 COP assessments in 2003</i></p>	<p>No corresponding City program.</p> <p>Rock County Human Services Department contracts with RCHD to provide this service to Beloit residents.</p>
ENVIRONMENTAL HEALTH <small>Only mandate under state stats is the "Nuisance" Ordinance. Both departments are agents of the state and are subject to the same codes and ordinances that have citation authority.</small>		
(1) Food Inspections: Wis. Departments of Agriculture and Consumer Protection and Health and Family Services Note: Both health departments are agents for the State.	<p>This program involves the licensing and inspection of restaurants, retail food establishments. Rock County Health Department is an agent with DHFS and DATCP.</p> <ol style="list-style-type: none"> Each establishment is inspected once a year. Re-inspections are conducted according to a Formal Re-inspection Policy. Re-inspection fees are assessed. Re-inspections are conducted when major critical violations are observed or when a facility score is below 70 with major critical violations. New facilities have a plan review and if necessary a review of proposed building before remodeling. Pre-inspections are conducted before a facility is licensed. 	<p>The environmental health sanitarian is a standardized agent for the DATCP and the DHFS to conduct inspections of restaurant and retail food establishments (standardized January 2001; restandardization 2002 and 2003)</p> <ol style="list-style-type: none"> High and moderate risk facilities are inspected twice a year. Low risk facilities once a year. Same Same Same

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
	<p>5. 30 days after licensure a new facility receives a routine inspection.</p> <p>6. Training and informational material is provided to facilities. Food Code Fact Sheets and our own documents are given to operators and owners upon request and when code violations are observed.</p> <p>7. The department inspects the seven (7) senior meal sites.</p> <p>8. School lunchroom inspections are conducted in the fall for each facility participating in the National Breakfast and Lunch Program.</p> <p>9. RCHD inspects an average of 300 vending machines and two (2) vending commissaries each year.</p> <p>10. Milk vending machines get licensed.</p> <p>11. There is a Formal Enforcement Policy that includes re-inspections and re-inspection fees and enforcement conferences.</p> <p>12. A newsletter is sent to all facilities each quarter. Facilities with no critical violations are recognized, food code is explained and current trends or other food protection news is shared.</p> <p>13. All consumer complaints are investigated.</p> <p>14. Foodborne and waterborne illness complaint are investigated. Complainants are questioned on a 72- hour meal history whenever possible.</p> <p>15. Fire episodes are investigated. The department is notified by fire departments 24/7.</p> <p><i>Service level: 634 inspections and 1,537 field visits for 634 licensed food establishments and 47 follow-up calls on complaints</i></p>	<p>5. Same</p> <p>6. Food fact sheet provided to all facilities</p> <p>7. Recommendations made after informal inspections of non-licensed facilities upon request</p> <p>8. Twice a year</p> <p>9. 49 vending machines and one (1) commissary</p> <p>10. Milk vending machines not licensed; not required by the state. BHD still addresses complaints.</p> <p>11. Same – have the authority to issue citations</p> <p>12. Same. Quarterly newsletters are sent out and an awards program is in place in recognition of exemplary sanitation efforts (29 awards in 2004)</p> <p>13. Same</p> <p>14. Environmental Health collaborates with Beloit food establishments and coordinates with industry to provide Wisconsin Certified Food Manager classes at a reduced cost to promote food safety education. EH inspector proctors these classes. (1-3 classes/year have been provided since 1999)</p> <p>15. Same</p> <p><i>Service level: 520 inspections for approximately 200 licensed food establishments in 2004 and 43 follow-up calls on complaints</i></p>
<p>(2) Lodging Facilities Inspections</p> <p>Note: Both departments are agents for the State.</p>	<p>1. RCHD is an agent for DHFS to license and inspect hotels/motels, bed and breakfasts and tourist rooming houses.</p> <p>2. Lodging facility inspection is part of the Food and Lodging Program Protocol.</p> <p>3. Each establishment is inspected once a year.</p> <p>4. New facilities have a plan review and, if necessary, a review of proposed building before major remodeling.</p> <p>5. Pre-inspections are conducted before a facility is licensed.</p> <p>6. 30 days after licensure a new facility receives a routine inspection.</p> <p>7. Formal enforcement policy includes re-inspection and re-inspection fees.</p> <p>8. Training and informational material is provided to facilities upon request and when code violations are observed.</p> <p><i>Service level: 25 inspections of lodging facilities and 40 field calls in 2004</i></p>	<p>1. Same</p> <p>2. Same</p> <p>3. Same</p> <p>4. Same</p> <p>5. Same</p> <p>6. Same</p> <p>7. Same – have enforcement policy, but no re-inspection fee</p> <p>8. Same</p> <p><i>Service level: 10 inspections of lodging facilities in 2004</i></p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
(3) Public Swimming Pools and Spa Inspections	<ol style="list-style-type: none"> 1. RCHD is an agent of DHFS. 2. RCHD licenses and inspects all public swimming pools (swimming pools, wading pools, whirlpools). 3. Each pool is inspected at least once a year in addition to the routine inspection; disinfectant levels are checked every 6 months at each indoor pool; every 2 months if monthly monitoring records are not received. 4. Each outdoor pool has disinfectant checked every month that it is opened to the public. 5. Pre-inspections are conducted before each new pool is opened. After opening each pool is inspected after 30 days. 6. Food or waterborne illness investigations are made whenever such information is received. 7. All consumer complaints are addressed. 8. A formal enforcement policy is followed on pool operation and code compliance information is provided to public pool owner and operators. <p><i>Service level: 53 inspections of 53 pools, 155 field visits and 1 closure in 2004.</i></p>	<ol style="list-style-type: none"> 1. Same 2. Same 3. Swimming pools and spas are inspected monthly to quarterly to yearly, depending on inspection history. 4. See above – history of facility taken into account 5. Same 6. Same 7. Same 8. Same <p><i>Service level: 42 inspections of 8 pools, 2 closures in 2004</i></p>
(4) Human Health Hazards/Citizen Complaints	<ol style="list-style-type: none"> 1. The County Ordinance enumerates public nuisances and provides authority for enforcement. Rock County has a formal inspection and enforcement policy. RCHD coordinates efforts with 20 towns, 3 villages and 4 cities to address public nuisance complaints. Efforts are also coordinated with the Rock County Human Services and other non-profit and profit social service agencies to resolve public nuisances as each situation dictates. 2. RCHD works with all local town and village code inspectors or the state inspectors when necessary. 3. Information on insects, rodents, nuisance wildlife, indoor air and other environmental issues are provided to the general public <p><i>Service level: 897 citizen information inquiries and 168 field visits in 2004</i></p>	<ol style="list-style-type: none"> 1. BHD is a member of the Code Enforcement Response Team (CERT). The mission of the CERT is to address public health and safety issues concerning chronic housing problems and improve the quality of life in neighborhood communities. CERT inspections provide a multi-disciplinary approach in an effort to effectively address people with chronic housing problems. CERT participants include all or a combination of the following depending on reported conditions: environmental health inspector, public health nurse, building official, fire inspector, police officer, Rock County Human Services and Animal Control. 2. Coordination done with all necessary parties. 3. Same <p><i>Service level: 9 CERT inspections in 2004; 23 follow-up visits on citizen complaints in 2004 (BHD does not maintain log of phone inquiries)</i></p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
(5) Mobile Home Park Inspections	<ol style="list-style-type: none"> 1. Mobile Home Park Program: The Rock County Health Department is an agent with the State Department of Commerce (DOC) to license and inspect mobile home parks. 2. Permits, Pre-Inspections and Fees: The Rock County Health Department issues an Annual Permit for each Mobile Home Park and provide pre-inspection services in accord with Sections 13.09 and 13.10 of the Rock County Public Health Ordinance before a park can legally operate 3. Non-Compliance COMM 95 : Non-compliance with Sections 13.09 and 13/10 of the Rock County Public Health Ordinance and/or Chapter of the Wisconsin Administrative Code will be cause for enforcement under Section 13.11 of the Rock County Public Health Ordinance. RCHD will make a report to DOC within 10 days after taking any enforcement action involving permit suspension, revocation, or court order. 4. Annual Calendar/Schedule: Each licensed mobile home park is inspected at least one time during the fiscal year (July 1 – June 30) according to the terms stated in the Agent Agreement between DOC and RCHD. 5. A water sample from licensed mobile home parks with privately owned wells is taken at the time of the inspection. <p><i>Service level: 24 inspections and 66 field visits for 1,564 units in 24 mobile home parks in 2004 (most are follow-up inspections)</i></p>	<ol style="list-style-type: none"> 1. The City has one mobile home park with a total of 154 units and all units are inspected yearly with follow-up and complaint inspections as necessary. A report is also provided to the Code Enforcement Department for reference to violations. 2. Same annual permit 3. Enforcement Wisconsin Adm. Code – Beloit Ordinance 4. Same 5. City water <p><i>Service level: 154 units inspected with 3 follow-up inspections in 2004</i></p>
(6) Tattoo/Body Piercing Inspections	<ol style="list-style-type: none"> 1. As an agent for DHFS, RCHD licenses tattoo and body piercing establishments and tattoo and body piercing artists. 2. Rock County inspects each establishment once a year. A public health nurse and sanitarian are present at all routine inspections. 3. Pre-inspections are conducted prior to license issuance. 4. A 30-day inspection is conducted after a new license is issued. 5. An information packet is provided to each establishment explaining the Code, Bloodborne Pathogen Plan and the Inspection Program. 6. A formal enforcement policy is in place to address violations and consumer complaints. 7. All consumer complaints are investigated. <p><i>Service level: 8 inspections and 23 field visits in 2004</i></p>	<ol style="list-style-type: none"> 1. Same. The City recently enacted an ordinance. 2. Same 3. Same 4. Same 5. Same 6. Same 7. Same <p><i>Service level: 1 tattoo/body piercing facility inspection in 2004</i></p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
Animal Bite Monitoring	<p>RCRD administers animal bite monitoring. All Animal Bite Orders issued by local law enforcement are tracked by RCHD to ensure compliance with State Statutes and Administrative Code regarding rabies and animal bites. RCHD duties include:</p> <ol style="list-style-type: none"> 1. Coordinate compliance between law enforcement, veterinarian clinics, animal owners and animal bite victims. 2. Prepare documentation and ship specimens to State Laboratory of Hygiene. 3. Educate animal owners of their legal requirements. 4. Educate public and bite victims of health significance of rabies. 5. Recommend and follow-up on post exposure prophylaxis. 6. Prepare monthly reports. <p><i>Service level: 322 animal bite orders and 102 field visits in 2004</i></p>	<p>BHD contracts with the Rock County Humane Society for animal bite monitoring.</p> <p><i>Service level: Humane Society tracked 90 animal bites in 2004.</i></p>
(8) Food Managers Class	<p>No corresponding County program. RCHD refers operators to State-approved classes.</p>	<p>Environmental Health collaborates with Beloit food establishments and coordinates with industry to provide Wisconsin certified food manager classes at a reduced cost to promote food safety education. EH Inspector proctors these classes.</p> <p><i>Service level: 1-3 classes/year have been provided since 1999</i></p>
(9) Other Environmental Issues Follow-up	<p>Programs itemized below.</p>	<p>BHD provided services to inform, educate, and empower Beloit citizens about environmental health issues, including environmental in-services, worksite promotion, media involvement, videos, written materials, referral resources and other informational sources. BHD investigates food-borne and water-borne illness complaints and collects samples as necessary. Provides information and outreach on a wide range of environmental issues including, but not limited to: radon, lead, indoor air quality and water quality issues to West Nile Virus.</p> <p><i>Service level: 27 food samples collected in 2004</i></p>
(10) Radon	<p>RCRD offers radon kits to the public. Test results are interpreted for citizens regarding public health significance. Citizens are educated of remediation options. Test results are stored in a database for GIS analysis</p> <p><i>Service level: 177 test kits sold, 170 citizens received information and 117 test result interpretations given in 2004</i></p>	<p>No corresponding City program</p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
(11) Groundwater Protection Program	<p>Wisconsin Department of Natural Resources (DNR) Transient Non-Community Water Supply</p> <p>Mail annual notices.</p> <p>Schedule and collect annual bacteria and nitrate samples.</p> <p>Inform facilities of results and explain public health significance when unsafe – mail non-compliance letters and verify consumer posting.</p> <p>Take follow-up samples until water supply is determined safe.</p> <p>Survey 20% of all facilities every year for compliance with the Well Code.</p> <p>Coordinate activities with the DNR.</p> <p>Groundwater Data Review</p> <p>Review groundwater data regarding bacteria, nitrates and other parameters.</p> <p>Enter data into database for use in GIS analysis to determine trends in groundwater quality and inform public of providing safe water supply.</p> <p>Consumer Awareness and Citizens Complaints</p> <p>Explain public health significance of exposure to chemicals and bacteria in water supply.</p> <p>Advise public how to provide safe drinking water and water supply protection.</p> <p>Follow up on concerns of potential groundwater pollution complaints.</p> <p>Groundwater Education Programs</p> <p>Conduct groundwater education presentations to the public.</p> <p><i>Service level: 150 transient non-community well samples; 154 citizen consultations</i></p>	<p>No corresponding City program. RCHD monitors two (2) wells for the City of Beloit under contract with the DNR.</p>
(12) Emergency Offsite Plans for Businesses and Farms	<p>Rock County contracts with the LEPC to write emergency offsite plans for hazardous materials on facilities and farms as required by EPCRA. Completed plans are sent to local fire departments.</p> <p><i>Service level: Monitored 60 farm plans with 35 field visits in 2004</i></p>	<p>No corresponding City program. Services provided include City of Beloit businesses.</p>

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
(13) Private Sewage Program	<p>Soil Testing:</p> <ul style="list-style-type: none"> • Review soil test results of private soil testers. • Conduct onsite soil tests • Maintain records • Collect onsite soil test fees • Document receipt of payment <p>For Sanitary Permit Purposes:</p> <ul style="list-style-type: none"> • Coordinate with Lot Developer and Contractor for soil test and review of results • Complete report <p>For Proposed Land Divisions:</p> <ul style="list-style-type: none"> • Conduct onsites for new land divisions • Coordinate with developer and planning department • Complete report <p>Review Building Permits</p> <ul style="list-style-type: none"> • Coordinate work with town, village, and city building departments • Review septic system designs • Assess compliance with current codes • Make recommendations for new construction <p>Septic Maintenance</p> <ul style="list-style-type: none"> • Contact all property owners once every 3 years • Conduct enforcement procedures when necessary • Educate public on importance of septic maintenance • Record compliance notices and administrative • Conduct quarterly field verification <p><i>Service level: 1,212 field visits; 297 sanitary permits; 180 soil onsite tests; 12 Wisconsin Fund recipients; 103 land division reviews; 3,496 POTWS were maintained in 2004</i></p>	No corresponding City program. Services provided by RCHD include the City of Beloit.
		No corresponding City program.

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
(14) FHA/VA Loan Inspection	Educate realtors, banks and property owners on the loan inspection program. Conduct the septic and well inspection onsite. Complete the report and interpret results to property owner, realtor and bank. <i>Service level: 15 inspections in 2004</i>	No corresponding City program.
(15) Laboratory Service	The RCHD lab provides basic screening tests for citizens using private water supplies in Rock County. Three (3) basic tests are currently being offered: bacteria, nitrate and fluoride. All homeowners whose water samples are abnormal receive consultation from the Groundwater Program in conjunction with the State Laboratory of Hygiene. RCHD's lab serves as a drop-off and collection point for samples. <i>Service level: 700 samples tested in 2004</i>	No corresponding City program. The City's Wastewater Treatment Plant provides water testing.
(16) Campgrounds/Rec Ed Camps	As agents for DHFS all campgrounds and Rec/Ed facilities are licensed and inspected. Inspections are conducted annually. New facilities are scheduled pre-inspections. An enforcement policy is followed. All consumer complaints are addressed. Owners and operators are educated on the code and campground maintenance and operation. <i>Service level: 13 permits and 16 field visits in 2004</i>	No corresponding City program.
(15) Beaches	Rock County has a county ordinance to license and inspect beaches. Beaches are inspected annually, and scheduled to be surveyed tri-annually. Pre-inspections are scheduled for new beaches. Consumer complaints are addressed. There is a formal enforcement policy. Beaches are sampled weekly between May and October. Owners and operators are educated on the code and beach maintenance and operation. <i>Service level: 2 licensed public beaches; 69 field visits</i>	No corresponding City program. There are no public beaches in Beloit.

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
<p>COMMUNITY HEALTH EDUCATION</p>		
<p>(1) Safe Community Coalition</p>	<p>No corresponding County program.</p>	<p>BHD has a coalition of individual and organizations dedicated to the prevention of injuries. It is believed that community resources are best positioned to implement injury prevention efforts. The coalition collects data, identifies the problems, involves the community and implements programs that will work in our community. For example:</p> <ul style="list-style-type: none"> • Falls in the elderly prevention education • "Slow Down Yard Sign Campaign" yearly event • "Walk Our Children to School Day" yearly event • Car seat checks/Education • Seat Belt surveys annually • Bike Rodeos • Drinking/Driving Prevention activities
<p>(2) Community Health Needs Assessment</p> <p>Note: Difference in needs assessment model. Beloit seeks broad -based community input through the APEX model in the past and currently through the MAPP model. Rock County has done some issue-based assessments and relies on the County Health Board and other agency community surveys to assess needs and provide community input.</p>	<p>No corresponding County program.</p>	<p>The objective of the community needs assessment is to address the top five health concerns in the City of Beloit to improve the quality of life of residents.</p> <p>BHD has initiated a new community health needs assessment in 2005 using the Mobilizing for Action through Planning and Partnerships (MAPP) model. In the past, the Assessment for Excellence in Public Health (APEX) model was used, with the APEX Project Coordinator overseeing five sub-committees that formed in response to the top health problems in the City of Beloit. The APEX sub-committees completed projects aimed at reducing or eliminating these health problems among Beloit's citizens. Agency volunteers and concerned citizens worked together in a coordinated effort to assure the health needs of the population are being addressed. The APEX project involved the commitment of over 70 community volunteers.</p> <p>Sample projects completed (all projects cannot be listed due to space constraints):</p> <ul style="list-style-type: none"> • Peer Mental Health Education Project at BMHS • Mock crash scenes at BMHS • "Get Fit Walk!" Project • "Give Your Heart to a Broken Heart" campaign • Riverfest project to combat underage drinking • Better Badger Baby Bus sponsor

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
		<ul style="list-style-type: none"> • Domestic Violence conferences and awareness campaigns • Parental Responsibility/Prom Promise projects • Family Fun and Fitness series • Design an Ad contest sponsor for Youth Drug Prevention Education • Domestic Violence Vigils • Mental Health flyer development for School District of Beloit
(3) Grant Writing	<p>RGHD receives the consolidated contract, which is a performance-based grant from the state. RGHD has written several grants (March of Dimes, Child Trust Fund, etc.) in past years. These grants have been written based on agency or community needs.</p> <p><i>Service level: no comparable data from RGHD</i></p>	<p>BHD receives consolidated contract revenue, which fall under a performance-based contract with the state. In addition the health educator writes grants to ensure the implementation of projects planned by the APEX sub-committees. The funds, which are obtained through a variety of grant sources, are used by the health department to increase its effectiveness in addressing the unique health needs of Beloit's citizens. Approximately one-half million dollars in grants have been awarded in the last 6 years.</p> <p><i>Service level: 8 grants funded \$37,750 in 2004; 6 grants denied/pending; fundraisers/donations totaled \$776 in 2004</i></p>
<p>(3) Public Information</p> <p>Note: Difference in service model to provide health education and information. BHD has a centralized approach, using a dedicated health educator position to coordinate these activities. RGHD has a decentralized approach, using existing public health nursing and environmental health staff to perform this function.</p>	<p>All public health programs have a health education component – other activities include:</p> <ol style="list-style-type: none"> 1. <u>Public Outreach</u>: <ul style="list-style-type: none"> • New Home Owners/Lead Awareness Classes • Drinking Water Education • Food Protection Education • Daycare Centers Sanitation and Communicable Disease Training 2. <u>News Releases</u> <ul style="list-style-type: none"> • Radon Monitoring • West Nile and Mosquito Control 3. <u>Fact Sheets and Brochure Are Available For</u>: <ul style="list-style-type: none"> • Environmental health issues in all the programs. Citizens call requesting information on a broad range of topics. • Radon monitoring kits are sold to citizens and citizens are contacted about public health significance. 	<p>(1,2,3) inclusive:</p> <p>The BHD educates Beloit citizens on pertinent health topics through press releases, ads, radio spots, cable television spots, and displays. Average of 30 ads/articles in media/month. In addition, posters and pamphlets are distributed to establishments where the public congregates, such as churches and the Beloit Public Library. Other ways health information is disseminated is through partnerships with the School District of Beloit and other organizations, which reach large numbers of citizens. BHD staff also speaks to community groups on requested topics. The greatest share of this program falls under the health educator's role. Partner in Public Health award is given yearly to an individual or organization that demonstrates commitment to public health issues.</p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
	<ul style="list-style-type: none"> Drinking water samples are tested in our laboratory and the State Laboratory of Hygiene. The citizens are informed of public health significance of test results. <p>4. (PHN) Public Information:</p> <ul style="list-style-type: none"> Send out weekly Public Service Announcements for immunization clinic services. Mail out yearly immunization clinic schedules to community agencies, daycares, and schools in the community. Have health care providers and agency on an emergency fax listing. Able to communicate with these groups via fax if a community health concern is noted and what actions should be taken (i.e., pertussis outbreak, Bioterrorism preparedness). 	<p>4. Same, with addition of monthly immunization posters mailed to daycare facilities and schools</p>
(5) Community Health Fairs	<ul style="list-style-type: none"> Participate in Human Growth and Development Days with Janesville Schools. <i>Service level: 360 students in 2004</i> Conduct an annual inservice for employers of daycare centers on health related issues. <i>Service level: 45 participants in 2004</i> Participate in Senior Citizen Health Fairs in Janesville and Evansville. <i>Service level: 800 people in 2004</i> 	<p>Latino Health Fair – 6th year in 2005 under the leadership of the BHD <i>Service level: 34 booths, 349 participants in 2004</i></p> <p>Senior Fair – 18th year in 2005 under the leadership of the BHD <i>Service level: 60+ vendors, 1500+ participants. 1150 flu/pneumonia shots given in 2004</i></p>
<p>(6) Visiting Resources – Ronald McDonald Dental Van</p> <p>Note: RCHD uses volunteers to make appointments, BDH coordinates visit, makes appointments, provides staff and volunteers.</p>	<p><u>McDonald's Dental Mobile:</u></p> <ul style="list-style-type: none"> Recruit and schedule participants for each visit Recruit and schedule volunteers for each visit Coordinate necessary forms and educational materials for each participant Validate all medical assistance numbers of each participant Outreach for financial donations to pay for electrical hook-up and dental supplies for each participant Follow-up periodically each week with Dental Mobile in community to address concerns. Reminder calls to participants and volunteers of scheduled appointments the day before. 	<p>By working collaboratively with local agencies and organizations, the BHD has been able to effectively address the health needs of Beloit's citizens by bringing additional health resources into the community. One such resource has been the Ronald McDonald Care Mobile, which provides dental services to children. Another visiting resource included the National Guard Medical Dental visit at Beloit Memorial High School.</p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
HUMAN SERVICES		
(1) Supportive Care Program	No corresponding County program.	<p>Rock County Human Services Department contracts with BHD to provide supportive home care services to eligible clients. The client's social worker determines needed services and time allocations. The Ancillary Services RN and Coordinator provide supervision of service.</p> <p><i>Service level: 42,744 hours of service provided in 2004</i></p>
(2) Personal Care Program	No corresponding County program.	<p>Personal Care is a Medical Assistance benefit and is provided to eligible individuals. The Ancillary Services RN supervises caregivers. The Physicians orders and care plan determine the personal care services to be provided.</p> <p><i>Service level: 22,756 hours of service provided in 2004</i></p>
(3) Home Companion Registry	No corresponding County program.	<p>BHD maintains a registry of individuals qualified to provide home companion services. The Home Companion Registry provides private duty home companion services in homes of the ill and/or disabled persons referred to as clients that are in need of such care to enable these persons to remain independent at home. The registry provides service to clients in the Statewide area who do not qualify for any federal, state, or county benefits, but have to pay privately for their care. Statewide United Way, Community Development Block Grant, fundraisers, grants and donations fund the program. The Program Coordinator matches home companions with the clients and will also work with clients to evaluate the performance of the home companion. The client contacts the caregivers after they have had a background check completed by the Beloit personnel department and have been provided schooling by the registry. The caregiver receives payment for services from the client and/or client's family.</p> <p><i>Service level: In 2004, the registry provided 61,846 hours to 112 clients and provided 60 caregivers that are mainly low to moderate-income employment in the Beloit area.</i></p>
(4) Building Blocks of Beloit's Youth (BOBBY) Program	No corresponding County program.	<p>The program is funded by the Rock County Human Service Department, as part of a group of contracts provided by Rock County to area community-based organizations. The after school prevention program, Kids Club (BOBBY), meets twice weekly after school for 2½ hours. Primary activities include homework assistance, "too good for drugs and too good for violence" curriculum, free choice time and nutritional snacks. 90% of kids attending demonstrated an increase in homework completion.</p> <p><i>Service level: 15 youth are projected to participate in the program in 2005</i></p>

Beloit / Rock County Health Department Merger Study Program Comparison Table

PROGRAM	CORRESPONDING ROCK COUNTY PROGRAM	CORRESPONDING BELOIT PROGRAM
(1) City Newsletter	No corresponding County program.	The health educator is on the Beloit Buzz newsletter committee and has been for the past five years. She regularly contributes to the newsletter by writing the Health page and by writing the Working on Wellness section. The newsletter reaches approximately 500 employees, as well as retirees.
(2) Employee Wellness Program	No corresponding County program.	The health educator is responsible for coordinating the City of Beloit Wellness program, WOW (Working on Wellness). This program, which covers approximately 500 employees, provides health promotion activities to these employees to improve their quality of life. It also provides resources aimed at helping participants achieve optimal health and wellness.

Appendix B
Staffing Plan Detail

Program	Beloit Health Department		Rock County Health		Total Current FTE	Merged Health Department					
	Current FTE	Program Utilization	Current FTE	Program Utilization		Proposed FTE	Director/Health Officer	PH Nurse Director	PH Nursing Supervisor	PH Nurse	PH Aide
Department Management & Administration											
Director	1.00	n/a	1.00	n/a	2.00	1.00	1.00				
Clerical	3.00	n/a	3.00	n/a	6.00	4.00					
Total Management & Administration	4.00		4.00		8.00	5.00	1.00	0.00	0.00	0.00	0.00
Public Health Nursing											
Division/Unit Management	0.62	n/a	0.80	n/a	1.42	1.34		0.55	0.79		
Communicable Disease	0.49	451 cases	3.18	793 cases	3.67	4.69			0.63	3.59	0.47
HIV Testing & Counseling	0.10	96 tests	0.40	127 tests	0.50	0.70				0.18	0.52
HIV Partner Counseling & Referral	0.05	8 referrals	0.01	15 referrals	0.06	0.02				0.02	
Immunizations	0.53	1,563 immun.; 1,975 flu	1.39	3,055 immun.; 1,506 flu	1.92	1.92		0.16	0.06	1.24	0.46
Children With Special Health Care Needs	0.09	18 family referrals	0.25	12 families; 82 visits	0.34	0.62				0.50	0.12
Newborn Visits	0.55	350 visits	0.00	n/a	0.55	0.00					
Ongoing Management, Prenatal & Perinatal Care	1.73	709 office visits; 67 home visits, 176 clients	5.63	2,641 home visits; 420 clients	7.36	7.36		0.25	0.39	6.28	0.44
Adult Health Home Visits	0.13	163 visits	0.00	n/a	0.13	0.00					

Program	Beloit Health Department		Rock County Health		Total Current FTE	Merged Health Department					
	Current FTE	Program Utilization	Current FTE	Program Utilization		Proposed FTE	Director/Health Officer	PH Nurse Director	PH Nursing Supervisor	PH Nurse	PH Aide
Office Visits	0.13	2,214 visits	1.00	4,058 visits	1.13			0.02	0.13	0.90	0.45
Spanish Health With Even Start	0.01	35-45 families/mo.	0.00	n/a	0.01						
Childbirth Education	0.10	32 participants	0.00	n/a	0.10						
Communicable Disease & Immunization Coordination With School District	0.07		0.00		0.07					0.07	
Bioterrorism Preparedness	0.00		0.20		0.20					0.10	
Paternity testing	0.00	46 tests	0.07	682 tests	0.07					0.07	
Car Seat Checks	0.04	76 inspections	0.00	n/a	0.04						
STD Clinic	0.00	n/a	0.23	49 clinics	0.23			0.02		0.15	0.06
Chronic Disease Surveillance	0.00	n/a	0.14	176 surveys	0.14					0.02	0.12
School Nursing	0.00	n/a	2.60	5,100 hrs.	2.60					2.60	
Cardiovascular Risk Reduction	0.00	n/a	0.04	101 screens	0.04					0.04	
Community Options	0.00	n/a	0.25	140 assmnts.	0.25					0.25	
Total Public Health Nursing	4.64		16.19		20.83	0.00	1.00	2.00	16.01	2.64	
Environmental Health											
Division/Unit Management	0.00	n/a	0.74	n/a	0.74						
Food Inspections	0.87	520 inspections; 200 establishments	2.06	634 inspections; 634 establishments	2.93						
Lodging Facility Inspections	0.01	10 inspections	0.07	25 inspections	0.08						
Public Swimming Pools & Spa Inspections	0.02	42 inspections; 8 pools	0.20	53 inspections; 53 pools	0.22						
Code Enforcement Response Team	0.01		0.00		0.01						
Human Health Hazards/Citizen Complaints	0.06	9 inspections; 23 follow-ups	0.43	168 field visits	0.49						
Mobile Home Park Inspections	0.03	154 inspections; 3 follow-ups	0.02	24 inspections; 66 field visits	0.05						
Tattoo/Body Piercing Inspections	0.00	1 inspection	0.04	8 inspections; 23 field visits	0.04						

Beloit/Rock County Health Department Merger Study
Staffing and Budget Projections

Program	Beloit Health Department		Rock County Health		Total Current FTE	Proposed FTE	Merged Health Department					
	Current FTE	Program Utilization	Current FTE	Program Utilization			Director/Health Officer	PH Nurse Director	PH Nursing Supervisor	PH Nurse	PH Aide	
Animal Bite Monitoring	0.00	90 bites	0.55	322 bites; 102 field visits	0.55	0.55						
Radon Follow-up	0.00	n/a	0.05	117 Interpretations	0.05	0.05						
Groundwater Protection Program	0.00	2 wells	0.94	150 samples; 154 consults	0.94	0.94						
Emergency Offsite Plans for Businesses & Farms	0.00	n/a	0.31	60 plans; 35 field visits	0.31	0.31						
Private Sewage Program	0.00	n/a	2.08	1,212 field visits; 180 soil tests	2.08	2.08						
FHA/VA Loan Inspections	0.00	n/a	0.02	15 inspections	0.02	0.02						
Laboratory Service	0.00	n/a	0.00	700 tests	0.00	0.00						
Campgrounds/ Rec Ed Camps	0.00	n/a	0.02	16 field visits	0.02	0.02						
Beaches	0.00	n/a	0.02	69 field visits	0.02	0.02						
Childhood Lead Poisoning Prevention Program	0.17	119 ed visits; 37 referrals; 12 assmnts.	0.71	175 ed visits ed; 28 referrals; 43 assmnts.	0.88	0.88					0.44	
Total Environmental Health	1.17		8.26		9.43	9.45	0.00	0.00	0.00	0.44	0.00	
Community Health Education												
Community Needs Assessment	0.36		0.00		0.36	0.00						
Health Education/Grant Writing	0.14		0.00		0.14	1.00						
Other Community Health Education	0.58		0.00		0.58	0.00						
Total Community Health Education	1.08		0.00		1.08	1.00	0.00	0.00	0.00	0.00	0.00	
Sub Total Health Services	10.89		28.45		39.34	37.20	1.00	1.00	2.00	16.45	2.64	
2005 Authorized FTE by Classification												
Incremental Difference Resulting from Proposed Merger					1.05 Difference	18.75	0.00	0.00	1.00	12.45	2.00	0.64

Bellevue/Clark County Health Department Merger Study
Staffing and Budget Projections

Program	Bellevue Health Department		Clark County Health		Merged Health Department			
	Current FTE	Program Utilization	Current FTE	Program Utilization	Proposed FTE	Director/Health Officer	PH Nurse Director	PH Nursing Supervisor
Human Services								
Supportive Care Program	27.52		0.00	n/a	0.00			
Personal Care Program	14.23		0.00	n/a	0.00			
Home Companion Registry	0.75		0.00	n/a	0.00			
BOBBY Program	0.24		0.00	n/a	0.00		0.00	0.00
Total Human Services	42.74		0.00		0.00			
Other Health Services								
City Newsletter	0.00		0.00	n/a	0.00			
Employee Wellness Program	0.06		0.00	n/a	0.00			
Total Other Health Services	0.06		0.00		0.00		0.00	0.00
GRAND TOTAL	53.69		28.45		37.20	1.00	1.00	2.00
								2.64

Program	Merged Health Department					Notes/Assumptions
	EH Director	Sanitarian II	Sanitarian I	Sanitarian I	Clerical Support	
Department Management & Administration						
Director						
Clerical					4.00	One additional support position would be added to support Beloit satellite operations.
Total Management & Administration	0.00	0.00	0.00	0.00	4.00	
Public Health Nursing						
Division/Unit Management						Includes only non-program related management activities. Other supervisory time has been assigned to various program areas.
Communicable Disease						Used RCHD average of 8.37 hours per case to apply to BHD cases. Subtracted estimated 2004 activities related to Pertussis cases. Staffing distribution by classification made to match current staffing pattern.
HIV Testing & Counseling						Used RCHD average of 6.55 hours per test to apply to BHD tests. Staffing distribution by classification made to match current staffing pattern.
HIV Partner Counseling & Referral						Used RCHD average of 1.39 hours per referral to apply to BHD referrals.
Immunizations						Added current RCHD & BHD to determine total staff needs. Staffing distribution by classification made to match current staffing pattern. Additional supervisory time added to PH Nursing Supervisor position.
Children With Special Health Care Needs						Used RCHD average of 43.33 hours per family to apply to BHD families. Staffing distribution by classification made to match current staffing pattern.
Newborn Visits						Merger Study Committee recommended RCHD model of focusing on high risk as part of MCH activities, resulting in no staff specifically assigned to this program.
Ongoing Management, Prenatal & Perinatal Care						Added current RCHD & BHD to determine total staff needs. Merger Study Committee recommended a hybrid model with the assumption that Beloit residents would be served similarly to current. Staffing distribution by classification made to match current staffing pattern. Additional supervisory time added to PH Nursing Supervisor position.
Adult Health Home Visits						Merger Study Committee recommended RCHD model of referring for services as appropriate, resulting in no staff specifically assigned to this program.

Merged Health Department						
Program	EH Director	Sanitarian II	Certified Sanitarian I	Sanitarian I	Health Educator	Clerical Support
Office Visits						
Notes/Assumptions						
Office hours would be provided an average of 4 hours daily in Beloit, with the current RCHD model unchanged in remainder of county. Staffing distribution by classification made to match current staffing pattern. Additional supervisory time added to PH Nursing Supervisor position.						
Spanish Health With Even Start						
No comparable program in merged department.						
Childbirth Education						
Merger Study Committee recommended RCHD model of referring to local hospitals, resulting in no staff specifically assigned to this program.						
Communicable Disease & Immunization Coordination With School District						
Model for Beloit would remain unchanged in merged department.						
Bioterrorism Preparedness						
Model would remain unchanged from current practices.						
Paternity testing						
Model would remain unchanged from current practices.						
Car Seat Checks						
Model would remain unchanged from current practices.						
STD Clinic						
Model would remain unchanged from current practices.						
Chronic Disease Surveillance						
Model would remain unchanged from current practices.						
School Nursing						
Model would remain unchanged from current practices.						
Cardiovascular Risk Reduction						
Model would remain unchanged from current practices.						
Community Options						
Model would remain unchanged from current practices.						
Total Public Health Nursing	0.00	0.10	0.00	0.00	0.00	0.00
Environmental Health						
Division/Unit Management						
0.74						
Food Inspections		1.87	1.00	0.06		
Current BHD staffing added to Sanitarian II position. RCHD staffing unchanged.						
Lodging Facility Inspections		0.05	0.03			
Current BHD staffing added to Sanitarian II position. RCHD staffing unchanged.						
Public Swimming Pools & Spa Inspections		0.02		0.22		
Current BHD staffing added to Sanitarian II position. RCHD staffing unchanged.						
Code Enforcement Response Team		0.01				
Current BHD staffing added to Sanitarian II position. RCHD staffing unchanged.						
Human Health Hazards/Citizen Complaints	0.01	0.06	0.37	0.05		
Current BHD staffing added to Sanitarian II position. RCHD staffing unchanged.						
Mobile Home Park Inspections		0.03	0.02			
Current BHD staffing added to Sanitarian II position. RCHD staffing unchanged.						
Tattoo/Body Piercing Inspections			0.04			
Model would remain unchanged from current practices.						

Program	Merged Health Department					Notes/Assumptions
	EH Director	Sanitarian II	Certified Sanitarian I	Sanitarian I	Health Educator	Clerical Support
Animal Bite Monitoring				0.55		Model would remain unchanged from current practices.
Radon Follow-up			0.05			Model would remain unchanged from current practices.
Groundwater Protection Program	0.25	0.64		0.05		Model would remain unchanged from current practices.
Emergency Offsite Plans for Businesses & Farms		0.22		0.09		Model would remain unchanged from current practices.
Private Sewage Program		1.00	1.08			Model would remain unchanged from current practices.
FHA/VA Loan Inspections			0.02			Model would remain unchanged from current practices. RCHD currently has contract for 0.01 FTE which is expected to continue.
Laboratory Service			0.02			Model would remain unchanged from current practices.
Campgrounds/ Rec Ed Camps			0.02			Model would remain unchanged from current practices.
Beaches						Positions equally split between PHN and Certified Sanitarian I consistent with current staffing distribution.
Childhood Lead Poisoning Prevention Program			0.44			
Total Environmental Health	1.00	3.90	3.09	1.02	0.00	0.00
Community Health Education						
Community Needs Assessment						
Health Education/Grant Writing					1.00	Position will support overall health education activities, serve as a grant writer, and be involved in community needs assessment functions and other community health matters.
Other Community Health Education						
Total Community Health Education	0.00	0.00	0.00	0.00	1.00	0.00
Sub Total Health Services	1.00	4.00	3.09	1.02	1.00	4.00
2005 Authorized FTE by Classification	1.00	3.00	3.00	1.00	0.00	3.00
Incremental Difference Resulting from Proposed Merger	0.00	1.00	0.09	0.02	1.00	1.00

Program	Merged Health Department						Notes/Assumptions
	EH Director	Sanitarian II	Certified Sanitarian I	Sanitarian I	Health Educator	Clerical Support	
Human Services							
Supportive Care Program							
Personal Care Program							
Home Companion Registry							
BOBBY Program							
Total Human Services	0.00	0.00	0.00	0.00	0.00	0.00	
Other Health Services							
City Newsletter							
Employee Wellness Program							
Total Other Health Services	0.00	0.00	0.00	0.00	0.00	0.00	
GRAND TOTAL	1.00	4.00	3.09	1.02	1.00	4.00	

Appendix C
Budget Plan Detail

Marginal Budget for Assumption of Public Health Functions for City of Beloit

Object Code	Description	Changes to Base Budget	Comments and Assumptions
42100	Federal Aid	\$ 6,000	\$4,000 Waisman Grant, and potential \$2,000 for HIV, Hep B, perinatal MA
42200	State Aid	\$ -	n/a - DNR funding for well testing
43202	Sanitarian Permits	\$ -	n/a - plan reviews for private septic
43203	Public Facility Permits	\$ 67,771	Apply county rates to # of Beloit facilities
44137	Cholesterol Screening Fees	\$ -	n/a
44138	Worksite Fees	\$ -	n/a
44139	Workshop Fees	\$ -	minimal - communicable disease workshops for group homes
44141	S.T. Disease Clinical Fees	\$ -	n/a - Beloit Area Community HCC does testing
44142	Clinical Screening Fees	\$ -	n/a - already providing paternity testing to Beloit residents
44143	Pneumonia Vaccine Fees	\$ -	BHD places revenue under flu line item
44144	General Immunization Fees	\$ -	BHD Budget
44145	Influenza Vaccine	\$ 4,000	BHD Budget - combined flu and pneumonia revenue
44146	Sanitarian Fees	\$ 22,500	n/a - septic systems
44162	Laboratory Services	\$ -	n/a- well testing
45012	Intergovt Charges - Med Vaccine	\$ -	Medicare billing included in BHD Budget for flu and pneumonia
45013	Intergovt Charges - Health Check	\$ 28,000	MA for prenatal care coordination
45014	Intergovt Charges - Case Mgmt	\$ 2,000	potential for small amount of case mgmt revenue
45036	Medicaid - CSDRB	\$ 72,490	BHD revenue of \$72,490 for CSDRB
45107	Intergovt Charges - COP	\$ 1,000	potential for increased HSD COP referrals
45300	Intergovt Charges - Other Co. Depts	\$ -	n/a
45501	Intergovt Charges - School District	\$ -	n/a
	Total Revenues	\$ 203,761	
61100	Regular Wages	\$ 393,053	2006 Salary
61210	Overtime Wages	\$ -	
61300	Per Diems	\$ -	
61400	FICA	\$ 30,069	Salary x .0765
61510	Retirement-Employees	\$ 40,091	2005 Ret. Rate
61610	Health Insurance	\$ 110,724	2005 Health Rate
61620	Dental Insurance	\$ 4,320	2005 Dental Rate
61630	Life Insurance	\$ 81	Life Ins. Premium
61902	Liability Insurance - Nurses	\$ 160	4 new nurses are 32% increase on base of \$500
62103	Computer Services Fees	\$ -	n/a
62119	Other Contracted Services	\$ 27,956	NHA space \$12,000, Courier \$956, Bio Contractor \$15,000
62170	Physicians & Other Services	\$ -	n/a
62176	Laboratory	\$ -	n/a
62210	Telephone	\$ 4,200	.3 empl increase x 2005 base of \$14,000
62400	R&M Services	\$ -	Share copier w/Vets

63100	Office Supplies	\$	1,680	.3 empl increase x 2005 base of \$5,600
63101	Postage	\$	3,760	.3 empl increase x 2005 base of \$9,200 plus \$1,000 more
63104	Printing & Duplication	\$	2,500	BHD budget \$4,750, RCHD \$3,000: Beloit more intensive.
63200	Publications/Subscriptions/Dues	\$	566	.3 empl increase x reduced base of \$1,886 to remove duplication
63300	Travel	\$	6,600	Used BHD budget of \$6,600 [Note: .3 x base = \$10,600]
63403	Microfilm Supplies	\$	-	n/a
63407	Computer Supplies	\$	-	n/a
63500	R&M Supplies	\$	-	n/a
64000	Medical Supplies	\$	18,000	Used Beloit budget of \$17,794 [Note: .232 B.P.C x base = 11,136]
64200	Training Expense	\$	2,263	4 x \$300 for nurses, \$112.5 x 5 for 4.6 FTE plus \$500 more
64203	Education Materials & Supplies	\$	10,000	Source of funds for Community Assessments
64308	Rec. Supplies	\$	200	Community recognition awards
64608	Nuisance Abatement	\$	-	no change from base budget
65103	Public Liability	\$	2,240	32% increase for 4 new nurses on base of \$7,000
65231	Building/Office Lease	\$	12,936	Lease 1,232 sq. ft x \$10.50/ft
66300	Capital Reimbursement	\$	-	n/a
67130	Terminals & PCs	\$	-	see start-up
67170	Capital Assets \$100-999	\$	-	see start-up
67171	Capital Assets \$1000/more	\$	-	see start-up
	Start-up Cost	\$	35,427	
68000	Cost Allocations	\$	(89,457)	Beloit Consolidated Grant of \$116,057 less \$26,600 of Bioterrorism Funding
	Total Expense	\$	617,369	
	County Tax Levy	\$	413,608	
Itemization of Start-up Costs:				
		\$	8,500	4 level one PCs @ \$1,000 ea. and 3 Laptops @ \$1,500 ea.
		\$	5,600	7 network software licenses for pcs and laptops @ \$800 ea.
		\$	571	1 "super set" telephone @ \$571, 8 "4001" phones from inventory - no cost.
		n/a		Copier - Beloit Office - share with Vet Services
		\$	1,200	FAX machine - Beloit Office
		\$	680	2 lateral file, 3 drawer @ \$340 ea. - Beloit Office
		\$	900	9 chairs for new staff workstations @ \$100 ea. (7 Beloit, 2 RCHD)
		\$	672	8 bookcases, 4 shelf @ \$84 ea. (7 Beloit, 1 RCHD)
		\$	1,804	4 secretary desks w/wing @ \$451 ea. (2 Beloit, 2 RCHD)
		\$	10,000	professional equipment and reference mtls for 4 nurses and sanitarian
		\$	700	Beloit Office phone system & I.T. system (one-tenth of \$7,000)
		\$	4,800	Facility Equipment
		\$	-	Cubicles for 5 staff in Beloit
	Total	\$	35,427	

Start-up Cost Associated with Merger

Employee	Supervisor	PHN#1	PHN#2	Clerical	PHN#3	PHN#4	Educator	Sanitarian	.6 Aid	Expense
Work Station	Beloit	Beloit	Beloit	Beloit	Beloit	Beloit	RCHD	Beloit	RCHD	
PC or Laptop	desk pc	laptop	share w/1	desk pc	laptop	share w/3	desk pc	laptop	desk pc	\$ 8,500
Network Licenses	yes	yes	no	yes	yes	no	yes	yes	yes	\$ 5,600
Telephone	yes	yes	yes	yes	yes	yes	yes	yes	yes	\$ 571
Desk with wing	yes	cubicle	cubicle	yes	cubicle	cubicle	yes	cubicle	yes	\$ 1,804
Chair	yes	yes	yes	yes	yes	yes	yes	yes	yes	\$ 900
Bookcase	yes	yes	yes	yes	yes	yes	yes	yes	no	\$ 672
Lateral File	3 drawer	no	no	3 drawer	no	no	no	no	no	\$ 680

Other equipment needed in Beloit:

Staff: 4 B.P. kits, 4 odiscopes, 2 Denver kits, 3 scales, racks for brochures, 2 suitcases on wheels, coolers digital camera. Helen estimates that \$2,000/per professional staff person for start-up. \$ 10,000

Facility: 2 refrigerators: one for Public Health Nurses, other for Sanitarian \$ 1,000
 Phones and I.T. system set-up for Beloit Office \$ 700
 Fax Machine \$ 1,200
 Copier n/a
 Clinical Exam Table \$ 1,000
 10 side chairs @ 85 each - Beloit Office \$ 850
 freezer for vaccines (note: facility does not have back-up power) \$ 500
 CO2 machine for dry ice (does Beloit have CO2 Machine) \$ 700
 Audiometer (does Beloit have Audiometer) \$ 750

\$ 6,700 \$ 6,700
Grand Total \$ 35,427

Note: Many of the items listed above are owned by the City of Beloit and would be transferred to Rock County, thus reducing the start-up cost.

Appendix D
Merger Study Committee Minutes

Rock County/City of Beloit Merger Study Committee
Minutes of January 12, 2005

1. Call to Order

County Administrator Craig Knutson called the meeting to order at 6:30 p.m. in the Courthouse Conference Center. He welcomed the members and requested they introduce themselves. Committee members present: Linda Dalton, Steve Gregg, Larry Arft, Hank Brill, Sandra Hart, Jim VandeBogart, Marty Densch, Adam Peer, Dr. Keith Konkol, Susan Anderson, Craig Knutson, and Helen Krause. Steve Kincaid was absent. Others present: Phil Boutwell, Jessie Waldheim, Kathy Ostrander.

2. Selection of Chair

Craig Knutson requested Committee members offer nominations for the Chair. Adam Peer nominated Sandy Hart as Chair, second by Hank Brill. The vote was unanimous. Sandy Hart took charge of the meeting and called for nominations of the Vice-Chair. Jim VanDeBogart nominated Marty Densch as Vice-Chair, second by Hank Brill. The vote was unanimous.

3. Brief Overview of Merger Study and Reports Prepared to Date

Craig Knutson explained that the City approached the County several months ago and asked that it join Beloit in looking into the feasibility of merging our health departments. The County Board agreed to study the topic and appointed members to this Committee. He sees the role of the Committee to develop a recommendation that would include a level of public health services to Beloit residents, a staffing plan to accommodate it, and a budget to support it. The recommendation of this Committee would go to the County Board and the City Council for action. The County Board will have to decide if it is willing to provide some level of public health service in Beloit, and the City Council will have to decide if that level of public health service is acceptable. It will take a lot of work to reach that point. The background work has begun. Staff met approximately six weeks ago to develop a game plan to study the merger. That information will be shared with the Committee under agenda item #4.

City Manager Larry Arft gave his perspective to the Committee. He stated that the merger study is a large task and it needs to be accomplished in a tight time frame if the eventual outcome is to merge departments by 2006. In Wisconsin, most public health services are delivered at the county level. In 1993, legislation was passed that prevented municipalities from forming health departments. Several high profile mergers have taken place in recent years. For example, the City of Green Bay and Brown County merged departments. Recently, the City of Madison and Dane County have taken the first step to merge their departments. His predecessor and the City Council began the discussion of merging health departments. They questioned the relevancy of operating two Level III health departments in a county of 150,000 population.

Larry Arft encouraged the Committee members to read the background information in their three ring binders. The binder contains various reports prepared by city and county staff that look at the similarities as well as the differences in services provided by the health departments.

He pointed out that the binder also contained an RFP for consulting services. That topic will be discussed in more detail under agenda item #6. He felt that there were advantages to hiring a consultant to guide the Committee through the process. A consultant adds credibility to the process and interjects best practices into the merger plan.

4. Presentation of Relationship between Merger Study Committee and Workgroup.

Craig Knutson explained that city and county staff met approximately six weeks ago to come up with a methodology for conducting the merger study. He referred to a handout (Attachment #1 to Minutes) and asked Phil Boutwell to explain the relationship between the four work groups, the consultant and the merger study committee.

He explained that the four work groups would be comprised of city and county staff. Those groups will meet with the consultant to come up with work product that will be shared on a monthly basis with the Merger Study Committee. That work product will be the component parts of the Merger Study Plan that will contain the final recommendations for the merger.

The Service Delivery Work Group has already met and has accomplished its task of cataloging the Beloit Health Department programs. The Public Health Work Group will meet to examine the cataloged programs directed to the County Health Department. The work group and consultant will examine the programs in detail and bring its findings back to the Merger Study Committee. The same concept applies to the Human Services Work Group. Rock County contracts with the City of Beloit Public Health Department to provide human services to Beloit residents. The work group will attempt to find other contractors to deliver human services. The Transition Group will tackle the administrative detail of the merger. The final disposition of things such as records, physical assets, time lines, office space, and employee issues must be understood prior to a merger. Phil Boutwell mentioned the notes at the bottom of the page found on the handout. He asked Larry Arft or Craig Knutson if they wished to make any additional comments.

Larry Arft said that the disposition of Human Services is important. They account for a large portion of the Beloit Public Health Department. Three of the four cataloged programs are contracts for the delivery of human services in Beloit. However, the bigger task lies with the Public Health Work Group as it looks at core public health services, environmental services, and public health education programs in Beloit. The group will be looking at these functional areas to come up with staffing plans and a budget that delivers services to Beloit residents through the County's health department. Those decisions may affect how the County delivers public health services and education to all

county residents. He believes that the Transition Work Group will get involved near the end of the process when we have a clear picture of how public health services would transition to the county health department. At that time, the Group would address the administrative steps needed for the merger of the departments. He felt that the Work Groups would expedite the time line for the study, and help the consultant to develop a work product for the Committee.

Sandy Hart asked the Committee if there were any questions. No questions were asked.

5. Presentation of Beloit Health Department Services That Have Been Cataloged into Various Functions.

Linda Dalton discussed the two page handout (Attachment #2 to Minutes) titled "Catalog of Beloit Health Department Services and Programs". She stated that Helen Krause had met with her on 12/14/04 to review the list. The listing is a breakout of the department's services in various functional areas. In essence, they comprise a catalog of services. For example, under "Public Health" there are 18 items listed. These listings are broad definitions of services that the department administers. "Environmental Health" has 10 items, which are the tasks assigned to one staff person. "Community Health Education" has 6 items, which comprise the tasks assigned to one staff person. The Public Health Work Group will look at items classified under the three functional areas of Public Health, Environmental Health and Community Health Education.

She explained that there are four items listed under "Human Services". Two of the four (Supportive Home Care, and the BOBBY Program) are under contract with the Beloit Health Department for service delivery on behalf of Rock County Human Services. The other programs, Home Companion Registry and Medical Assistance Personal Care are not contracted services. Under the Home Companion Registry, several hundred Beloit residents receive services. There might be other agencies in the community that would be willing to pick-up those services.

There are also two services listed under "Other". The City of Beloit would look in house to absorb those programs. Thus, they are outside the scope of the Merger Study.

Sandy Hart asked how many staff does the Health Department employ? Linda Dalton answered that there are 16 employees in total working in the public health area. They include five nurses, one sanitarian, one public health educator, the remainder are administrative and support staff. She also explained that approximately 74 people worked on human services. Many of those are part time and receive limited benefits.

6. Discussion Regarding the Use of a Consultant and the Process to be used in Selecting a Consultant Firm for this Purpose.

Larry Arft said that he and Craig Knutson discussed the use of a consultant. They felt their staff have the skills to write plans and assist the Committee, but such effort entails a large time commitment and would conflict with other duties. There are benefits to using

a consultant. An independent consultant has no vested interest in the outcome of the study. The consultant, who has experience evaluating public health programs can use tools such as "benchmarking" when looking at our programs to come up with a recommended level of service.

The City of Beloit would pay for the consultant's services out of the Health Department budget. Requests for Proposal were sent out to seven firms in December. Two firms responded with proposals. Both firms have excellent qualifications and experience to match. The RFP's went out without a budget. Thus, the firms responded with what they would charge to consult this project. The proposals are nearly the same in costs: \$50,000 and \$49,000 respectively. The bottom line is that we have two good choices and the City Manager and County Administrator recommend the Committee select one for this project.

Larry Arft suggested that the two firms be invited in to explain and defend their proposals. The Committee in whole, or part, should sit in on those interviews. City and county staff could augment the group that interviews the consultants. Based on those interviews, a recommendation to hire the selected firm would then be forwarded to the Beloit City Council for action. The question to the Committee was to what level did it or its members wish to participate.

Jim VanDeBogart asked if the use of consultants really aids us, or is it appearance?

Craig Knutson responded that properly used, consultants are valuable. It helps to have a well defined scope of study so that consultant is focused on what you want them to do, which is to gather information, format it, write the plan, and make public presentations. In reality, when you hire a consultant, you are hiring special expertise that you may not have on staff. Larry Arft added that this is a large special project. Neither the City nor County has people on staff that can devote the time needed to do the project.

Larry Arft suggested that interviews be set-up as soon as possible so that the Committee's choice can be made as a recommendation to the first City Council meeting in February.

Adam Peer recommended that the Committee Chair appoint three members of the Merger Study Committee to sit in on the interviews.

Sandy Hart asked for volunteers, and indicated she would sit on the interview panel. Jim VanDeBogart, Adam Peer, and Hank Brill volunteered. The discussion of time and place ensued. It was decided that interviews would start at 1:30 p.m. on Thursday, January 20 in the City Manager's Conference Room. Sandy had to decline due to a conflict. Dr. Konkol volunteered to sit in on the panel.

7. Establishing a Regular Meeting Date/Time/Location for Monthly Committee Meetings.

Sandy Hart asked members their wish for the next meeting date/time/location. Discussion ensued. Committee consensus was to hold the regular meeting on the first Thursday of the month at 6:30 p.m. The Committee also suggested alternating Janesville/Beloit locations for the meeting site. The next meeting will be held in Beloit. Susan Anderson volunteered to see if the Beloit Memorial Hospital Board Room was available on February 3rd. The Agenda packet will be mailed out the Friday before the meeting.

8. Committee Questions or Comments

None.

9. Adjournment

Marty Densch moved for adjournment, seconded by Adam Peer. Meeting adjourned at 7:35 p.m.

Respectfully submitted,

Phil Boutwell
Secretary

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE

**Rock County/City of Beloit Merger Study Committee
Minutes of February 3, 2005
Beloit Memorial Hospital Board Room**

1. Call to Order:

Chairperson Sandy Hart called the meeting of the Rock County/City of Beloit Merger Study Committee to order at 6:30 p.m.

Committee Members Present: Sandra Hart, Jim Van De Bogart, Marty Densch, Hank Brill, Adam Peer, Steve Kinkade, Dr. Keith Konkol, Susan Anderson

Staff Present: Craig Knutson, Phil Boutwell, Steve Gregg, Helen Krause, Linda Dalton

2. Approval of Minutes:

The minutes of January 12, 2005 were approved unanimously.

3. Report on Consultant Selection:

Assistant City Manager Steve Gregg presented the report on the consultant selection since City Manager Arft was out of town due to unexpected personal business. Gregg indicated that the Subcommittee met on January 10 in the Beloit City Hall and interviewed two consulting firms: Virchow Krause and Ejj Olson and Associates. The consensus of the committee was that Virchow Krause would provide a more comprehensive product, given the needs of the committee. It is the committee's recommendation to recommend to the Beloit City Council that Virchow Krause be hired for the project. The City Council intends to consider this recommendation at their February 7 meeting. Committee member Van De Bogart reiterated the Subcommittee's selection and acknowledged that while he was skeptical at first about the need for a consultant, the presentation helped to clarify for him the value in engaging their services.

4. Report on Organization of Workgroups (see attached list)

County Administrator Knutson review the list of County appointees to the staff work groups and provided a brief overview of their duties and areas of responsibility. Steve Gregg did the same on behalf of the City appointees. Gregg mentioned that these staff committees would be the primary contact to work with the consultant and that the reporting on the progress of these groups would be the focus of future meetings of the Merger Committee.

5. Adjournment

Motion was made and approved unanimously to adjourn at 6:57 p.m.

Respectfully submitted:

Steve Gregg
Secretary

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE

Rock County/City of Beloit Merger Study Committee
March 3, 2005

Chair Sandy Hart called the meeting of the Merger Study Committee to order at 6:30 p.m. on Thursday, March 3, 2005 in the Jury Deliberations Room, Courtroom "A" on floor 2 of the Rock County Courthouse-West. Members present: Sandy Hart, Jim Van De Bogart, Marty Densch, Hank Brill, Adam Peer, Steve Kinkade, Keith Konkol, Linda Dalton, Steve Gregg, Helen Krause. Members absent: Susan Anderson, Larry Arft, Craig Knutson. Others Present: Phil Boutwell, Heidi Pankoke, Rob Lefebber, and Neil Deupree.

Approved of Agenda. Adam Peer moved approval of the agenda as presented, second by Steve Kinkade. Approved.

Approval of Minutes. Hank Brill moved approval of the February &, 2005 minutes, second by Keith Konkol. Approved.

Introduction of Virchow Krause Consultants. Steve Gregg introduced Heidi Pankoke, who is the Virchow Krause project manager for the merger study project. Heidi introduced Rob Lefebber who is a senior consultant for Virchow Krause and who will be working on the project as well. Rob's background is financial analysis. Heidi mentioned the names and backgrounds of the other members of the consulting team who were not present for the meeting. They include Mary Ann Murphy, former Director of the Eau Claire City County Health Department. Mary Ann has 30 years experience in the public health field and worked for several health departments as well as the State of Wisconsin. Other Virchow Krause staff working on this project include Dave Minowa, Christine Smith, and Ed Henschel.

Heidi said that they have laid the groundwork for the study methodology. On February 16, 2005, She met with the City Manager, the County Administrator and the staff who comprise the Public Health Workgroup and the Human Services Work Group. The purpose of that meeting was to reach consensus on the objectives of the study, and the work plan for conducting the study. On March 1, 2005 Heidi and Rob participated in a teleconference with the work groups. The purpose of that meeting was to explain what should be included in the Program Comparison Matrix. That topic will be discussed in greater detail later in the meeting.

Project Overview.

Approach and Objectives. Heidi explained that the approach and objectives for the study are excerpted from the consultant's proposal to the City of Beloit. They are found in the attachments to the Agenda. The first objective calls for identifying and analyzing services currently provided by both health departments. She is asking the workgroups to come up with a comprehensive listing of services. If the departments are merged at some point, that helps us understand what services would be provided.

The approach for this study is different from most consultant studies. The process for the merger study is much more collaborative and does not entail just giving the typical "final report" by the consultant. It requires the stakeholders to be involved in the comparative analysis. That involvement helps the staff with the buy-in should the decision be made to merge departments. The real work begins if the departments merge. Active involvement of staff in the work groups will facilitate a merger.

The second objective calls for identifying "best practices" to guide the merger. Heidi explained that a term other than "best practices" should be used based upon recent discussions with public health staff. Public Health departments follow protocols or use statutory mandates to guide the delivery of services. These are the identified best practices. In reality, the Committee will look at benchmarking the departments to what is being done elsewhere. The focus on that effort will be where there are identifiable differences between Beloit and Rock County service delivery methods and how those differences relate to program outcomes.

The bulk of the work for the Merger Study Committee lies with meeting the third objective. That objective calls for taking the information compiled by the work groups and placing it in a format that facilitates decision-making. The Committee will be given service level options under a merged system and asked to make recommendations on those options.

The fourth objective identifies the need for a planning document to implement the recommended service delivery options. That planning document would include details such as staffing levels, type of staff, an operating budget, and intergovernmental agreements. That document would also include a transition plan and timeline should the decision be made to merge the departments.

The last objective calls for the preparation and presentation of the Merger Study Report. That final report will be given to the Committee, the County Board and City Council. The report should not contain any surprises for the Committee due to its participation in the process.

Sandy Hart questioned whether the recommendations might be questioned because policy makers from the Council and the Board serve on the Committee. Several points were made in response. Board and Council representation on the Committee helps ensure the report recommendations are financially and politically feasible. The document should contain enough information about service levels that the Board or Council could tweak them if so desired.

Jim Van De Bogart asked for more clarification on the difference between benchmarks and best practices. "Best practices" are the expected practice given the nature of Public Health. The study will look at each program and compare level of services, delivery method, and usage. Where they diverge, we will look to others to see how their programs are run. It is already apparent that some programs are run differently by the departments. For example, Beloit employs someone to perform public health education. Public health education is an all staff function for the County.

Adam Peer asked if the Committee will be able to understand what a minimum level of service is for a program and make an objective evaluation whether a program is above or below that level. The answer to the question is yes.

Timeline. Heidi referred to the timeline attached to the Agenda. She stated that this was an aggressive timeline to complete this project. The Committee should be prepared for additional meetings other than once a month in April and May. There was some discussion as to whether those meetings should be scheduled now. Consensus of the Committee was to wait and see what develops at the next meeting in April.

Decision Item Template. The template is also attached to the Agenda. Heidi said that Virchow Krause has used this format in other studies and found it helpful. Programs can be succinctly described and placed on the forms for Committee evaluation and recommendation. She briefly gave an overview of the 11 categories found on the form. The work groups will be providing the information for the first four categories. The consultant will fill out the rest of the form. In the situation where public health programming varies between the departments, the consultant will look to comparable organizations to get an outside perspective. Committee recommendations and information from the template will be included in the final report.

Program Comparison Matrix

Steve Gregg distributed the 23-page matrix that compares the services provided by each department.

Heidi explained that this is a "first draft" of the matrix for public health services and is provided for Committee information. Heidi pointed out that in some areas the County went into detail to describe the protocols for service delivery. While the descriptions are longer than Beloit's, that should not be interpreted as "better" than Beloit's. Heidi requested Beloit Health department not to go into that level of detail as it is not necessary for the study.

More refinement of the matrix is needed to include a description of services, such as the type, level and delivery method. Heidi requested that this be done by the end of the second week in March so that Virchow Krause can begin analyzing service levels. In addition, the health departments have been asked to assign budget figures and staffing levels to each program service identified in the matrix. The matrix will be included in the final report. At this point, the Committee should consider the matrix a "work-in-progress".

Best Practices Review

Selection of Communities. Virchow Krause plans to review three Wisconsin communities that have combined health departments in order to compare service delivery and staffing levels. Heidi passed out a memo dated March 1, 2005 that identified potential candidates for comparison. She explained that Brown, Kenosha and Eau Claire were comparable to Rock County in many ways. Her plan is to send the selected community health departments written questions followed with phone surveys. Her intent is to focus on those programs and services that Beloit and Rock County do differently. The idea is to see what others use as the benchmark for service delivery.

Jim Van De Bogart asked if we should be looking out-of-state to make these comparisons. The response was that other states may have different mandates or statutes pertaining to public health. Thus, the benchmarks might be different.

Heidi also pointed out that Kenosha and Brown merged departments relatively recently. She plans to ask questions about lessons learned through their merger process. Their comments and advice might be helpful.

Jim Van De Bogart made a motion to use Kenosha, Brown and Eau Claire as the three departments for service delivery comparison, Marty Densch seconded the motion. Adopted unanimously.

Selection of Program Areas for Review. The Committee was not able to make selections because information contained in the matrix is still a work in progress on this date. Heidi did point out that based on her review there were areas that appear to have differences in the way departments are delivering services. Those areas include: immunization clinics, newborn visits, childbirth education, adult home care visits, health education and community needs assessments.

Heidi commended Beloit and Rock County for the approach it has taken with the merger study. It appears that they are well prepared and took the proper steps to conduct a merger study.

Adjournment.

Marty Densch moved for adjournment, second by Jim Van De Bogart. Meeting adjourned at 7:26 p.m.

Respectfully submitted,

Phil Boutwell
Acting Secretary

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE.

Rock County/City of Beloit Merger Study Committee
April 21, 2005

Chair Sandy Hart called the meeting of the Merger Study Committee to order at 6:39 p.m. on Thursday April 21, 2005 in the Beloit Memorial Hospital Board Room.

Members present: Sandy Hart, Jim Van De Bogart, Susan Anderson, Marty Densch, Hank Brill, Adam Peer, Steve Kinkade, Keith Konkol (arrived at 6:50 p.m.) Larry Arft, Craig Knutson, Linda Dalton, Steve Gregg, Helen Krause, Phil Boutwell. Also present: Heidi Pankoke – Virchow Krause

Approval of Minutes: Marty Densch moved approval of the minutes of March 3, 2005 as presented, second by Steve Kinkade. Approved

Discussion of Program Comparison Matrix: Heidi Pankoke reviewed the Program Comparison Matrix which contains a description of the entire list of programs provided by both agencies and those that may be provided by only one agency. The programs are categorized into one of three areas: Public Health, Human Services, or Community Health Education. Heidi offered the observation that when one looks at the list of programs and the service delivery methods there were many more similarities and few significant differences. She then reminded the committee that one of the key process steps for the committee is to review those programs with differences, compare the current service delivery of both agencies with what is considered industry standard in Wisconsin, and then recommend to the governing boards a recommended service delivery method of a “merged” department. Heidi mentioned that she had identified 9 program areas to review, of which 2 were on the agenda at tonight’s meeting. There were no questions on the program comparisons matrix at this time.

Public Health budget and staffing level comparison: Heidi reviewed the table she prepared showing the budgetary and staffing level comparisons from the three other comparable communities that were previously chosen by the committee. Heidi passed out a revised Staffing and Budget comparison chart from the one that was in the packet to reflect the change that Brown County’s totals do not include DePere, which provides its own public health services. Craig Knutson asked that the expenditures and revenues for public health be noted separately from those that might involve other programs not pertaining to public health (i.e. Bio terrorism programs in Brown County and Human Service programs in Beloit). Heidi agreed to review the chart and provide that information as part of the final report.

Decision Recommendation on Community Needs Assessment Function: Heidi began by reviewing the “Decision Item” format table that will be used for this and the other 8 programs that will be reviewed. The purpose of the chart is to clearly and concisely highlight the key areas of each program, to review the current service delivery method in each agency and to compare that to the “industry standard” from comparable communities. Heidi mentioned that the purpose of this comparison was not to conclude that there is a “right” or “wrong” way to deliver health services, but to detail the choices and determine a model that works best for the citizens of Rock County. Heidi then

reviewed the Decision Item chart for the health assessment function. Jim Van De Bogart asked why departments have moved away from the APEX assessment model? Heidi explained that at the time of the last required assessments, APEX was the best known and most accepted model. Since then, less detailed and equally accepted assessment models have been developed and many communities are using them. Mr. Van De Bogart then asked if another model was used, would it cost less to implement the assessment. Linda Dalton explained that the assessment really was a two step process – that after the assessment is completed, it is in the intervening year that the implementation requires significant amount of staff time as well. Heidi reported that all 3 of the comparison communities use some sort of assessment process similar to what Beloit is using. She also clarified that state statutes require that departments complete assessments but do not specify which model to follow. Adam Peer asked about the cost to county to implement a similar process. Heidi reminded the committee that the next step following the service option selection was to estimate the cost to county to provide the selected services. Then the committee would be able to evaluate the cost and benefits of each when making their final recommendation. Mr. Van De Bogart asked if a thorough needs assessment helps when soliciting grant funds and also if grant funds can be used to help pay for the cost of a needs assessment. Linda Dalton confirmed that to be the case. City Manager Arft suggested that the committee hold the discussion on the health education function before deciding on the assessment function, since the two were closely related.

Decision Recommendation on Health Education Function: Heidi reviewed the “decision brief” format for the Health Education function. She pointed out that health education was a staffed function in all of the comparable communities. County Administrator Knutson asked if the grant funds listed for health education were in addition to funds received from the consolidated contract. Linda Dalton said they were and she agreed to get the list of grants. Adam Peer asked if one Health Educator would be enough for the entire county. Heidi responded that the process is essentially the same and she felt one person could manage it. Helen Krause mentioned that the assessment portion is not as time consuming as the ongoing implementation, which would be an important duty for the health educator position. The committee continued with a general discussion about the various duties and functions of the position and the possibility of securing grant funding for the position. Adam Peer asked how the position would rank compared to other positions that might be added as part of a merged department. Helen Krause indicated that this would be high priority because of the added capacity to solicit grant funds and because it would stabilize the duties of existing positions in the RCHD. Craig Knutson asked for a clarification between the cost listed for the assessment function and the health education function. Heidi will clarify this at the next meeting. Following some additional discussion regarding how the education and assessment function might be implemented through the entire county, and with the reaffirmation from Heidi that the committee will review the projected costs of all service delivery methods before coming to a final recommendation, the following motion was made by Marty Densch and seconded by Susan Anderson:

“Motion accepting the service delivery model of a formal health needs assessment as presented and recommending that the health education position be included for further study.”

Motion passed unanimously.

The date of the next meeting of the Merger Committee will be May 11th at 6:30 p.m. in the Rock County Courthouse conference room.

At 8 p.m. a motion was made by Adam Peer and seconded by Marty Densch to adjourn the meeting.

Respectfully submitted,

Steve Gregg
Acting Secretary

Rock County/City of Beloit Merger Study Committee
May 11, 2005

Chair Sandra Hart called the meeting of the Merger Study Committee to order at 6:30 p.m. on Wednesday, May 11, 2005 in the Courthouse Conference Center on floor 2 of the Rock County Courthouse-East. Members present: Sandra Hart, Jim Van De Bogart, Marty Densch, Hank Brill, Adam Peer, Steve Kinkade, Keith Konkol, Linda Dalton, Steve Gregg, Helen Krause, Susan Anderson, Larry Arft, Craig Knutson. Member absent: none. Others Present: Phil Boutwell, Heidi Pankoke, and Rob Lefebber.

Approval of Minutes. Jim Van De Bogart moved approval of the minutes as included in the packet, second by Adam Peer. Approved.

Sandra Hart stated that there were five decision items on the Agenda. She asked that the Committee look at the first two as separate items for discussion and recommendation. The last three items pertain to the public health programming for pregnant women and infants. Those items are interrelated. She asked Virchow Krause to go over them as a group prior to Committee discussion and recommendations. The meeting was turned over to Virchow Krause to present the items.

Heidi Pankoke said the study is making good progress. That last meeting went well and the Committee is asked to follow the same process for the five decision items on the Agenda tonight. These are public health programs where the departments follow different service delivery models. She emphasized that the differences do not mean one method is either right or wrong. We are asking the Committee to choose options from the perspective of what works best for a merged department. She turned the discussion over to Rob Lefebber.

Adult Health Home Visits Program.

Rob summarized the decision item as described in the packet. Beloit provides health visits to adults whereas Rock County does not generally provide visits. The purpose of these visits is to assess adults with physical, mental or social health issues and make referrals. The program likely evolved in Beloit because of the close relationship between public health and human services within the department.

Jim Van De Bogart asked Linda Dalton specifically what public health services are being provided. She summarized the population as those who would not traditionally fall into a home care program. Services provided include monitoring and education for new medication, hygiene, physical and mental conditions. The staff are making assessments and linking clients with other providers if services are required. Typically, it is a short-term involvement with clients. The public health nurses know that they are not to give skilled nursing care to those clients due to legal and liability reasons. Jim Van De Bogart noted that this service amounts to 160 visits per year and equates to 15% of one person's time. He would like to see individuals linked to services as soon as possible.

Adam Peer asked if this was a mandated service. Linda said it was not a mandate.

Dr. Konkol inquired if some of these services could or should be provided by hospitals. Linda responded that it is often the hospital discharge planner who makes the initial referral to Beloit Public Health. The purpose is to make sure the former patient can function in the home environment. The clients do not qualify for Medicaid.

Larry Arft asked how does Rock County handle the referrals and where do they go? Linda pointed out that they get referrals from Rock County Human Services. Beloit Public Health assesses and refers the client. Larry redirected the question to Helen Krause. Helen said that the Rock County Health Department attempts to pre-screen on the phone and make immediate referrals. Those often go to the Council on Aging. If the police call and they have a situation that they think requires a public health intervention, the department responds to assess and make referrals.

Jim Van De Bogart noted that the resources devoted to this program were minimal and felt that there were higher public health priorities. He made a motion to follow the County's model. Dr. Konkol seconded the motion. The motion passed 7-1 with Susan Anderson dissenting.

Childbirth Education Programs.

Rob summarized the decision item as described in the packet. Beloit provides childbirth education classes to Spanish speaking women. Rock County refers pregnant women to Mercy Hospital for those classes with the caveat that it provides childbirth education to women in its programs who cannot afford to pay for the hospital classes. Interpreters are provided at the Hospital for non-English speaking women.

Beloit devotes approximately .1 FTE of a bilingual staff person to this function. Program costs are \$8,600 and are offset by \$8,000 in grant revenue.

Susan Anderson raised several questions. She asked if the program came into being because no one else was doing it and the department sought grant funding to pay for it. Linda responded yes. Susan noted that the net cost to provide the program was \$600. Susan asked Helen if the program was turned over to the County, could it get grant funding? Her response was yes, the grant funding would be available and the County would have to negotiate the program objective for funding.

Larry Arft pointed out that the best practice information shows that childbirth education by hospitals appears to be the standard practice. However he added that flexibility should be considered with respect to the need for services, the availability of grant funding, and having a bilingual nurse on staff.

Linda was asked whether the relatively small number of women taking the classes meant it had little impact. Her response was that she believes that approximately 1/3 of the Hispanic women giving birth in Beloit attend the classes. Thus, it has a large impact on that population.

Dr. Konkol asked if Mercy would provide the classes? The response was that hospitals use the classes as an opportunity to market their childbirth programs. The expectation is the mother will deliver the baby in the hospital that gave the class.

Adam Peer asked in Beloit Memorial could provide the classes. Susan Anderson responded that if there was need, it would be met with classes and interpreters.

Adam Peer made a motion that reflected Larry Arft's prior comments. The motion was to follow the County model and use the hospitals to teach the childbirth classes with the caveat for flexibility if the need for services is not met, grant funding is available to pay for the services, and a bilingual nurse on staff who can give the instruction. Marty Densch seconded the motion, which passed unanimously.

Children with Special Health Care Needs Program.

Rob presented the program to the Committee. The state defines the population of children who are eligible for services. They are children age 0-21 who have long term physical, mental or emotional disabilities. He explained that Beloit primarily refers this population to others for case management and services while Rock County primarily does case management for this group. Both departments have a \$4,000 grant from the Waisman Center for this program. The Waisman Center requires its grant recipients to either case manage or make referrals.

Larry Arft asked Helen if the departments merged, what would you advocate for? She would advocate for case management. It allows the department to track needy families, develop plans and make sure they follow through on the plans.

Jim Van De Bogart asked how long do you case manage the families? Helen responded it varies, but primarily when children are infants and when children transition to school. She explained that those are the periods of time when public health intervention has its greatest impact.

Susan Anderson inquired if the department qualifies for Medical Assistance (MA) reimbursement for the case management. Helen responded that if the family qualifies for MA services such as birth to three, they are referred to those providers. Otherwise they case manage the non-MA eligible families. Heidi pointed out that Beloit does case management on approximately 25% of its clients under the program. Larry Arft said the discussion has been helpful. He believes that the outcomes under both programs appear to be the same, and in fact, the models are more similar than different.

Dr. Konkol inquired whether Linda would see any problem if the County model was applied to Beloit. She responds no, and added neither model should be considered the right, or the wrong methodology. Adam Peer asked Helen if the case management model is applied to Beloit, would it require more staff. She responded that she did not know.

[Motions regarding this decision item made later in the meeting are inserted below.]

Dr. Konkol made a motion to adopt the case management model. The motion died for lack of second.

Susan Anderson offered that this item really appears to be an operational issue. If the needs are being met, it does not matter which model is followed.

Larry Arft agreed and said the model should be adjusted to the need of the client, and the merged department should take direction from its Board of Health.

Susan Anderson suggested that the least costly method be followed and the savings should be put back into an Adult Home Visits Program.

Steve Gregg asked the Committee to make a recommendation. The recommendation is needed so that the consultant can determine the staffing level and cost. The Committee has an opportunity to revisit the issue at a later date.

Larry Arft pointed out that in reality a hybrid model is followed in Beloit. Keith Konkol made a motion to generally follow the County model but maintain the flexibility to refer or case manage as appropriate. Marty Densch seconded the motion. The motion passed unanimously.

Newborn Visits Programs.

Rob explained the service model and impacts contained in the packet. Both departments view newborn visits as very important public health program. The fundamental difference is that Beloit attempts to visit all newborns, and Rock County targets newborns based on risk criteria. Beloit devotes approximately .55 FTE to the task and visits approximately 65% of newborns in Beloit. The County does not separately track newborn visits and considers its program part of on going services to high-risk mothers.

Susan Anderson asked what criteria does the county use to determine who is visited? Helen Krause listed numerous factors that cover medical, social, financial and prenatal, postpartum and infant health risk. The health department determines the factors. Beloit considers first time birth mother a risk factor, the county does not. Rock County acknowledged that most first time birth mothers in Beloit would have risk factors that would trigger a request for a visit upon birth of the child.

Jim Van De Bogart asked Linda if there was a way to determine if Beloit was providing visits to those who did not need the visit? Linda responded that the visit is needed, some visits more than others. The State encourages health departments to visit all newborns. She believes the educational and health benefits are large to both mother and baby. The easiest time to see the infant is subsequent to birth when mothers are willing to accept visits and advice.

Marty Densch questioned whether there was duplication of service because many women make pre/post birth visits to their doctors.

[Motions regarding this decision item made later in the meeting are inserted below.]

Larry Arft stated that he believed the County risk factors were comprehensive, and asked what would be the impact of adding first time mother to the list. Helen did not have first time parent statistics at her immediate disposal. She did not know the answer, but would get that information to the Committee.

Jim Van De Bogart made a motion to employ the model that visits newborns based on risk criteria to include consideration of adding first time mothers to the risk criteria. Steve Kinkade seconded the motion. The motion passed unanimously.

Prenatal and Perinatal Care Coordination Program.

Rob gave an overview of the models used by the departments. The major difference between the service delivery involves office visits by Beloit versus in home visits by the County. Beloit leases space from NHA (WIC program operator in Beloit) and gains referrals and takes office visits at this site.

Jim Van De Bogart asked if it was possible to use a hybrid model if the departments merge. Heidi Pankoke indicated that it would be largely dependent on the WIC provider's willingness to keep the status quo and make referrals. Linda described the arrangement as advantageous. WIC is the "carrot" that brings the mothers and infants to the NHA location. The WIC program makes referrals. Jim acknowledged the advantages, but asked if there were others being missed. Linda said that the department does home visits too, but sometimes its difficult to get into a home.

Rob said that Kenosha County used to focus on clinical visits, but changed its model to home visits. The change came last year, but he did not have a reason for the change. Helen Krause offered that there were advantages to seeing the mother and child in their home environment. Linda agreed there were advantages. She perceives the value similar to a newborn visits, but with a long-term focus. Helen agreed and added that benchmarking takes place such as monitoring weight and conducting developmental tests. The first year of life offers the chance to make big changes in lifelong outcomes if proper interventions are made when needed.

General discussion ensued regarding the advantages of a hybrid model in a merged department that would meet the needs of local communities and fit well with current strategies that seemed to work for both departments.

Susan Anderson made the motion to use a hybrid model to include home visits and WIC referrals as needed, follow such model that would maximize the program revenue and minimize the program cost. Steve Kinkade seconded the motion. The motion passed unanimously. Susan added that she believes this is a good compromise that allows flexibility and maintains good relationships that have been successful in the past.

Adjournment.

Larry Arft thanked the Committee for its ability to reach consensus and compromise on issues. He asked staff and the consultant to have a staffing plan and budget ready for consideration by mid-June. The next meeting is scheduled for Thursday, May 19 at 6:30 p.m. in the Beloit Memorial Hospital Boardroom.

Adam Peer moved for adjournment, second by Steve Kinkade. Meeting adjourned at 8:16 p.m.

Respectfully submitted,

Phil Boutwell
Acting Secretary

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE.

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Rock County/City of Beloit Merger Study Committee
May 19, 2005

Chair Sandy Hart called the meeting of the Merger Study Committee to order at 6:35 p.m. on Thursday May 19, 2005 in the Beloit Memorial Hospital Board Room. Members present: Sandy Hart, Susan Anderson, Marty Densch, Hank Brill, Adam Peer, Keith Konkol. Staff present: Craig Knutson, Linda Dalton, Steve Gregg, Helen Krause, Phil Boutwell and Jackie Phillips. Also present: Heidi Pankoke and Dave Varana – Virchow Krause

Approval of Minutes: Hank Brill moved approval of the minutes of May 11, 2005 as presented, second by Marty Densch. Approved

Decision Recommendation on Childhood Lead Poisoning Prevention Program:

Heidi began by introducing her colleague Dave Varana. She also reminded the group that the purpose of this comparison was not to conclude that there is a "right" or "wrong" way to deliver health services, but to detail the choices and determine a model that works best for the citizens of Rock County in a merged department. Dave reviewed the decision brief for this program highlighting the three areas for discussion by the committee:

- **Method of case identification:** RCHD provides educational materials and physician contact by a lead certified sanitarian for all newborns born to a family whose principle residence was constructed prior to 1950. The BHD assesses and identifies risks as a result of the newborn visits made. Both departments follow up with case management, should elevated lead levels be reported.
- **Type of staff used:** The BHD program is primarily staffed by a public health nurse who is certified in lead risk assessment and the RCHD department utilizes a certified sanitarian.
- **Linkage to other programs:** The BHD coordinated with the City of Beloit Housing Services department regarding written orders for remediation. The RCHD coordinates with the City of Janesville and the Rock County Planning department to assist property owners with remediation efforts.

Sandy Hart asked how a merged agency would get information on age of housing in Beloit. Helen Krause responded that she would work with city planning and housing officials to secure similar age of housing data for Beloit. Hank Brill asked if funds were available to assist property owners with remediation efforts in Beloit. Steve Gregg mentioned that the loans made through the CDBG loan program must address identified lead issues and that eligible properties identified through the health department program may also be eligible for CDBG funds. Heidi noted that since the committee had previously decided to adopt the RCHD approach to newborn visits, that following the city's service model was really a moot point. Susan Anderson expressed a concern that the relationship between lead assessment and the newborn visit decision was not noted as part of the discussion at the last meeting. Marty Densch noted that the BHD home visit model didn't result in a visit to every newborn, whereas the RCHD model would at least insure that all recorded births are reviewed based on the age of the primary residence.

Adam Peer made a motion to adopt the RCH model for Childhood Lead prevention. Motion seconded by Marty Densch. Motion passed with Susan Anderson voting Nay.

Decision Recommendation on Food Inspection Program: Dave reviewed the decision brief for the food inspection program. He noted the following four differences between the two departments:

- **Announced vs. unannounced inspections:** The key distinction is that the BHD has a dual scheduled/unannounced approach vs. an annual unannounced inspection for the RCHD with follow up as required based on the annual inspection.
- **Frequency of lunchroom inspections:** The BHD inspects school lunch rooms twice per year and the RCHD inspects them once in the fall. It was noted that state guidelines for lunchroom inspections will soon change and it was agreed that the merged department would follow the revised state guidelines for lunchroom inspections.
- **Offering of Certified Food Manager Classes:** The BHD coordinates a reduced cost Wisconsin Certified Food Manager class where staff serves as the class proctor.
- **Licensing of milk vending machines:** Rock County licenses milk vending machines while the BHD does not.

Heidi Pankoke added that the final report would also include a comparison between the BHD and the RCHD fees for food inspection/licensing and an estimate of the revenue increase for the county. Craig Knutson mentioned that the county board had made a policy decision to set the fees to cover the costs of administering the food inspection program. Hank Brill mentioned that an increase for Beloit food establishments might have a negative impact. Heidi said the final report would clarify what the fees differential would be and Craig mentioned that any changes to the rates would have to be discussed with the Rock County Board. Following some additional discussion and clarification of inspection procedures, Marty Densch made a motion that the merged department adopts the annual unannounced inspection model as currently implemented by the RCHD. The motion was seconded by Keith Konkol and was adopted with Susan Anderson voting "nay." Marty Densch then clarified that it was the intent of the RCHD to follow the guidelines for inspection of school lunchrooms that are currently being reviewed by the state. Helen Krause indicated that they would and the committee felt that sufficiently addressed the lunchroom inspection issue. The committee then discussed the BHD food manager class program. Jackie Phillips, Environmental Health Coordinator from the BHD clarified that the main benefit to the Beloit area restaurants, was that the cost for the class was reduced and that they were offered in locations central to Beloit. Helen Krause mentioned that the fees for the county programs would be set by the county board. Keith Konkol made a motion to adopt a model for the merged department which would continue the practice of the BHD in coordinating the offering of certified food manager classes in Rock County. The motion was seconded by Susan Anderson and passed unanimously. The committee discussed the final area of inspection and licensing of milk vending machines. Adam Peer made a motion to adopt a model that eliminated the licensing and inspection of milk vending machines. The motion was seconded by Marty Densch and passed unanimously. Marty Densch made a motion to

adopt all four recommendations as previously approved. Adam Peer seconded the motion and it was approved with Susan Anderson voting "Nay".

It was agreed that the date of the next meeting of the Merger Committee will be June 13th at 6:30 p.m. in the Rock County Courthouse conference room.

At 7:58 p.m. a motion was made by Keith Konkol and seconded by Marty Densch to adjourn the meeting.

Respectfully submitted,

Steve Gregg
Acting Secretary

Rock County/City of Beloit Merger Study Committee
June 13, 2005

Chair Sandra Hart called the meeting of the Merger Study Committee to order at 6:30 p.m. on Wednesday, June 13, 2005 in the Courthouse Conference Center on floor 2 of the Rock County Courthouse-East. Members present: Sandra Hart, Jim Van De Bogart, Marty Densch, Hank Brill, Adam Peer, Steve Kinkade, Linda Dalton, Steve Gregg, Helen Krause, Susan Anderson, Larry Arft, Craig Knutson. Member absent: Keith Konkol. Others Present: Phil Boutwell, Heidi Pankoke, Rob Lefebber, and Rebekah Danaher.

Approval of Minutes. Jim Van De Bogart moved approval of the minutes as included in the packet, second by Marty Densch. Approved.

Sandra Hart turned the meeting over to Virchow Krause to present the agenda items. Heidi Pankoke said the study is making good progress. The City and the County have worked together to come up with preliminary budget numbers. They are presented in a format the county uses for its budgeting process. While there still is some uncertainty on the revenue side, they offer a good estimate of the budgetary impact of a merger. Those impacts are measured under two scenarios. The "hold harmless" scenario would result if state funding remains constant despite the merger. The "worst case" scenario would result if the state takes its merger dividend by reducing funding for a merged department. The largest expense is salaries and benefits. Those are based on staffing plan that results from Committee actions on decision items. She asked Rob Lefebber to discuss the staffing plan.

Staffing Plan for Merged Department. Rob Lefebber referred the Committee to the first table in the packet. The staffing plan pertains only to Public Health and Environmental Health Staff. The Human Services functions in the Beloit Health Department will go to entities other than the County should the merger move ahead. Thus, the staffing plan refers only to a merged health department.

Under the staffing plan, a merged department would employ 37.2 FTE (Full Time Equivalent) positions, which is 2.2 less than the total of both departments added together. Rock County employs 28.45 FTE's and Beloit 10.95 FTE's. The staffing plan recommends an incremental change of 8.75 FTE's for the County if it assumes the Public Health Services in Beloit. Rob explained that the recommended FTE levels were calculated based on the Committee's recommendations for the various service delivery models discussed at previous meetings. In some cases the Committee recommended the Beloit model, in other cases the Committee recommended the County model, and in the case of prenatal and perinatal care, the hybrid model dictated the staffing level.

Rob pointed out that the budget numbers assume a staffing level of 8.6 FTE's, which is .15 FTE less than the staffing plan. The smaller figure is realistic, because the incremental change for some positions was minor, e.g. .09 for a Certified Sanitarian. It is not realistic to hire on an additional .09 FTE. Assigning additional responsibilities would absorb the minimal reduction. For purposes of the budget, the Staffing Plan includes 1 Public Health Nursing Supervisor, 4 Public Health Nurses, 1 Sanitarian, 1 Health Educator, 1 Clerical, and .6 Public Health Aide.

The 8.6 FTE's would work out of a Beloit "Satellite" Office. One possible location for the Satellite Office under consideration is vacant space in the Beloit Mall. The Consultants pointed out that the Satellite Office would service the entire southern part of the County.

Rob referred the Committee to the 8 pages of detail and the highlight of the nine decision items. That information comprised the basis for the staffing levels in the summary tables.

Revenue and Expenditure Scenarios. Rob led the Committee through the comparative budget table data. Pertinent data in the summary table compared total expenditures, revenues and tax levy under two scenarios. The "hold harmless" scenario assumed that the merger would not result in state revenue decreases. Conversely, the "worst case" scenario assumed reductions in state funding would be reduced should the merger take place. The three variables are: elimination of the Waisman Grant; reduction in Medicaid funding, and; reduction in base funding of the Consolidated grant. The difference between the two scenarios totals \$91,490. The bottom line is that incremental increase in county tax levy, should the merger move ahead, ranges from \$419,908 under "hold harmless" scenario and \$511,398 under the "worst case" scenario.

The summary data is itemized by a "line item" format found in the two marginal budget tables contained in the packet. The tables correspond to either the "hold harmless" scenario, or the "worst case" scenario. Some key points raised by Heidi include that the majority of the costs pertain to wages and benefits. The wages in the table are based on the County's 2006 wage rates, and 2005 benefit levels (2006 budgeted benefit rates have not yet been established). A significant cost that is included in the table is \$10,000 of funding to conduct community assessments per the Committees recommendation to conduct such assessments. Heidi also stressed that these revenue and expense numbers are preliminary and subject to change. However, variations are not likely to significantly change the bottom line tax levy estimates found under the two scenarios.

Phil Boutwell handed out an update of the tables that reflect more current information. He also made the point that the figures are preliminary and likely to change. For example, all the start-up costs are included in the analysis. The City of Beloit is amenable to transferring equipment and furniture presently used by its Health Department to the County should the merger take place, which would greatly reduce the start-up costs.

Craig Knutson explained why the \$72,490 of CSDRB revenue could result in an equal revenue offset for the County should the merger take place. Health Departments provide services that are considered "MA eligible". MA is a state/federal program comprised of approximately 40% state funding, 60% federal funding. The departments may make claims with the state for MA eligible expenses incurred, which in turn makes claim for the federal funding share. The process generates approximately \$.60 of CSDRB revenue for every dollar spent on MA eligible programming.

At the beginning of the last biennium, DHFS approached the counties and requested a two year freeze on CSDRB funding. In essence the state wanted to keep the additional federal dollars at the state level to cover its large MA deficits. It created a new program called "WIMCR" to replace CSDRB as the mechanism to claim additional federal MA funding. Under the new program, the state agreed to provide hold harmless payments to counties and local public health departments. Under the proposed state budget, the two-year freeze becomes permanent.

The problem lies with the fact that Wisconsin counties receive Community Aids payments for mandated human services they provide to state residents. Cities do not provide those services, thus they do not receive Community Aids. The WIMCR program tied Community Aids and CSRDB together under the hold harmless provisions for counties. If the merger moves forward, the County is concerned that the \$72,490 of CSRDB revenue recognized through the merger will be offset with a like amount reduction in Community Aids. Thus, the county gains the expense of the providing the public health services but not the revenue. That is why item number 7 is on the agenda, which is the authorization for the City Manager and County Administrator to ask DHFS to extend the hold harmless provisions to the \$72,490.

Heidi turned the Committee's attention to the table that contained property tax rates under the merged scenario. At present, the property tax rate for a county resident (excluding Beloit residents) is approximately 18.5 cents per thousand dollars of equalized property values. In the event of a merger, county taxpayers would see anywhere from a 2.4 cent to 3.6 cent tax rate increase. Thus, all county property owners, including those in Beloit, would be paying between 20.9 cents and 22.1 cents per thousand of equalized value to fund the merged department.

Larry Arft said that these numbers were consistent with a preliminary calculation done some time ago by the City. He believes these are reasonable rates, and that the City would transfer Public Health equipment to the County, which would further reduce the rates. He added that County residents are gaining additional benefits such as a public health educator and community assessments for the increase of 2.4 cents.

Committee Consideration of Preliminary Recommendation on Staffing Plan & Budget.

Committee members raised several questions regarding the level of confidence in the staffing pattern and assurances that adequate staff would be located in Beloit to serve the public. They were assured that the staffing plan was adequate based on service models recommended by the Committee, and that a satellite office location would be found in Beloit. Susan Anderson specifically requested more detail regarding where present Beloit employees would go if the merger proceeds. Larry Arft said that level of detail would be included in the transition plan should the Council and County Board approve the merger. Sandy Hart requested a motion to accept the preliminary recommendation. Marty Densch moved approval, Adam Peer seconded the motion. Unanimously approved.

Committee Authorization of Consultant to Complete Written Report. Heidi explained that the contract Virchow Krause has with the City of Beloit for consulting services includes a written report as a work product. She indicated the next step would be to give the Committee a draft of that report for its review and approval. Subsequent to that step, the Consultant would present the report to a joint meeting of the City Council and County Board. Public hearings and actions by the Council and County Board are anticipated in August. Sandy Hart requested a motion to authorize Virchow Krause to draft the written report for Committee review and approval. Jim Van De Bogart made the motion, seconded by Hank Brill. Unanimously approved.

Authorize County Administrator & City Manager to Lobby State for a "Hold Harmless" Fiscal Impact of Merger. Sandy Hart referred to earlier discussion of the issue and requested a motion to authorize the County Administrator and City Manager to lobby for a hold harmless fiscal

impact. Adam Peer made the motion to authorize lobbying for a hold harmless fiscal impact, Hank Brill seconded the motion. Unanimously approved.

Next Meeting Date. Sandy Hart asked for possible dates for the next meeting. The Committee agreed that the best date was July 19 at 6:30 p.m. at Beloit Memorial Hospital. The purpose of that meeting would be to review the draft of the consultant's report. Larry Arft suggested the Committee may want to place a cover letter on the report under the Chair's signature. That would be the transmittal letter and Committee recommendations to the City Council and County Board. The goal is to have a joint meeting of the City Council and County Board on Thursday, July 28th at 6:00 p.m. in the Courthouse. Subsequent to the joint meeting, the City Council and County Board would hold public hearings and take action on whether or not to merge the Health Departments. Policy actions would end the mandate of the Merger Study Committee.

Adjournment.

The next meeting is scheduled for Tuesday, July 19 at 6:30 p.m. in the Beloit Memorial Hospital Boardroom.

Steve Kinkade moved for adjournment, second by Susan Anderson. Meeting adjourned at 7:50 p.m.

Respectfully submitted,

Phil Boutwell
Acting Secretary

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE.

Rock County/City of Beloit Merger Study Committee
July 19, 2005

Vice Chair Martin Densch called the meeting of the Merger Study Committee to order at 6:34 p.m. on Tuesday July 19, 2005 in the Beloit Memorial Hospital Board Room. Members present: Susan Anderson, Marty Densch, Hank Brill, Keith Konkol, Steve Kinkade, Adam Peer and Jim Van De Bogart. Staff present: Craig Knutson, Larry Arft, Linda Dalton, Steve Gregg, Helen Krause, Phil Boutwell. Also present: Heidi Pankoke and Rob Lefeber – Virchow Krause

Approval of Minutes: Steve Kinkade moved approval of the minutes of June 13, 2005 as presented, second by Adam Peer. Approved

Update on DHFS Funding Issues: Craig Knutson updated the committee on recent correspondence between the County, the City and the State Department of Health and Family Services regarding continuation of State funding for a merged department. The response from DHFS Secretary was positive and encouraging. The Department will maintain the current funding level for a combined department equal to the amount of the combined funding of each separate department for at least three years. This commitment addresses the key issue in the difference between what is considered the “best case” scenario vs. the “worst case” scenario in projecting a merged health department budget. The States commitment was conditioned on available state funds, but since this “hold harmless” request does not require any new budget dollars be added by the state, the sense was that it was likely the funds would be available.

Presentation and Discussion on Merger Study Draft Report: Heidi Pankoke and Rob Lefeber reviewed each section of the report with the Committee. Regarding the budget projection in Section 7 Larry Arft asked if the presentation of two different funding scenarios was still required in light of the letter from the Wisconsin DHFS Secretary. The consensus of the group was that the two scenarios were no longer needed and it was agreed that the report should be amended to reflect only one scenario. Adam Peer asked if other communities in Wisconsin that have merged departments have similar issues. Heidi mentioned that the merger was prior to the existence of the grant programs that are at issue now so the funding issues were different. Heidi then reviewed the sections regarding human service programs and the preliminary transition plan. Heidi indicated that several agencies under contract with Rock County that currently provide human service programs throughout the County have indicated an interest in assuming the City’s client and caregiver base. The Home Companion Program would more likely be assumed by an existing non-profit in the Beloit area. Marty Densch indicated that he would consider discussing with the City Council making a commitment to continue CDBG funding for the Home Companion Program, if that would assist in the recruitment of another agency to assume this program. Larry Arft indicated that the transition plan would be finalized once the two governing boards have made the decision to proceed with the merger. Larry also clarified that the draft report is what would be forwarded to the governing boards with a cover letter from the vice chair indicating the recommendation of the Merger Study Committee.

Committee recommendation on the Merger Study report: Jim Van De Bogart made the following motion "That the draft merger study report be submitted to the City Council and the County Board for consideration with the fiscal impact projection being amended to reflect only one scenario" the motion was seconded by Adam Peer. Mr. Peer also asked if the County Board of Health would include Beloit members. Larry Arft responded that as part of the transition plan, an intergovernmental agreement would be approved by both governing boards to implement the merger and the issue of City of Beloit representation on the County Board of Health would be addressed through that document. Mr. Peer also asked how employee transfers would be handled. Craig Knutson indicated that some positions in the County are represented positions and others are not. As part of the transition, the appropriate labor unions would be contacted and every effort would be made to make a smooth transition for all effected employees. Susan Anderson indicated that she felt her main concern was always what was best for the Beloit community and that she thinks the process had been good and the plan is a good plan. That said, she indicated that she was still concerned that all aspects of the plan could be implemented and she is concerned that "vulnerable populations" who need services may "slip through the cracks". For these reasons, she indicated that she would be voting "no" on the motion. Adam Peer indicated that he, too, was initially concerned that the topic would create division and animosities. Instead, he is very pleased with the report and complimented everyone for their input and effort. Marty Densch echoed these sentiments, applauding the level of cooperation between the City and County, and he thanked everyone for their time and commitment. He indicated that he also felt that care and diligence was given to take into consideration those who most need the services.

The motion was approved 6 -1, with Susan Anderson voting no.

The committee was reminded that a Joint County Board/City Council meeting is tentatively scheduled for July 28th at 6 p.m. in the courthouse for the purpose of reviewing the committee's report. Motion was made by Steve Kinkade to formally set July 28th at 6 p.m. as the date and time for the joint meeting. Motion seconded by Jim VanDeBogart. Motion passed 7-0.

At 7:37 p.m. a motion was made by Jim VanDeBogart and seconded by Hank Brill to adjourn the meeting.

Respectfully submitted,

Steve Gregg
Acting Secretary

Appendix E

Letter From DHFS Regarding Hold Harmless Funding Approval



State of Wisconsin
Department of Health and Family Services

Jim Doyle, Governor
Helene Nelson, Secretary

July 19, 2005

Mr. Craig Knutson
County Administrator
Rock County
51 South Main Street
Janesville, WI 53545

Mr. Larry N. Arft
City Manager
City of Beloit
100 State Street
Beloit, WI 53511

Dear Mr. Knutson and Mr. Arft:

Thank you for your recent letter regarding the possible merger of the City of Beloit and the Rock County Health Departments. I am pleased that you are considering this restructuring.

On behalf of the Governor, as Secretary I want to support local government in finding ways to improve service delivery, create organizational efficiencies and lower costs where possible. We certainly do not want to create any financial disincentives to agencies merging where local officials determine that is the most cost-effective structure for your area.

You had requested that the merged agency continue to receive Community Services Deficit Reduction Benefit (CSDRB) "hold harmless" payments provided to the City of Beloit through the WIMCR program. You also asked that the merged agency receive a base allocation in its public health consolidated contract equal to the base allocations of the two separate agencies.

As I looked into this situation, it became apparent that the situation is somewhat complicated. However, in general, my answer is that Rock County/Beloit will receive the same money you would have otherwise received, at least for three years.

The Department is tentatively planning to implement a new methodology for allocating the CSDRB hold harmless payments, subject to a step of reviewing the proposed new methodology with counties to secure their advice before formalizing the decision. Under this methodology, all WIMCR agencies in the state will receive a CSDRB adjustment based on the amount of costs each agency reports through the WIMCR program. In sum, in the future, under the new methodology, the total CSDRB adjustment for the merged agency would be the same as the total CSDRB adjustment for the two agencies if they were to remain separate. (Technically, under a merger, the CSDRB adjustment would be delivered as an adjustment to Rock County's Community Aids allocation, based on the combined services and costs of the merged agency.)

The adjustment the merged agency receives may change from what the two agencies received in the past given the costs the enterprise(s) are able to claim relative to the statewide claims. However, any such change would result from changes in reported costs by the

Mr. Craig Knutson

Mr. Larry N. Arft

Page 2

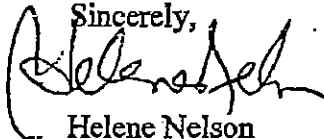
July 19, 2005

combined enterprise, rather than as a result of the merger. We believe that, in your case, the amount will be reasonably comparable, and perhaps even higher, than what was received in the past.

Regarding the merged agency's public health contract allocation, the Department will maintain the current level of base funding for the merged agency for three years assuming no change in the state budget that provide increases or require decreases. At that time, the Department will re-evaluate the situation. Under current policy, base funding to the merged agency would be provided as a single agency. However, we understand the desirability of not creating disincentives to mergers and this current policy may be modified.

I hope this information is helpful to you in making your decision about merging the two agencies. Please feel free to contact me or Department staff with any additional questions.

Sincerely,



Helene Nelson
Secretary

cc: Representative Michael J. Sheridan

EXHIBIT "B"

Detailed list of medical supplies and office furniture, furnishings, equipment
and related fixtures

Currently utilized by the **CITY** Health Department

To be donated to **COUNTY**

City of Beloit

Health Department Computer Hardware & Software Inventory

Asset Number 1133 (WIC – Mall Office)		
HARDWARE:	Take	Leave
HP Vectra VL600 (tower) PIII, 667MHz 256MB RAM 15GB HDD FDD CD-ROM Windows 2000 Professional Keyboard MS Wheel Mouse Speakers 17" Monitor Purchase Date: 06/20/2000		
SOFTWARE:	Take	Leave
Office 2000 Premium WI EDS Provider Electronic Solutions (billing program) Your Pregnancy The Print Ship v12 Womb with a View Adobe Acrobat Reader 6.0 VNC		
Asset Number 2958 (WIC – Mall Office)		
HARDWARE:	Take	Leave
Dell OptiPlex SX260 (small tower) P4, 2.0GHz 256MB RAM 20GB HDD FDD CD-ROM Windows XP Professional (SP1) Keyboard Dell Wheel Mouse Speakers 17" Flat Panel Display Purchase Date: 07/15/2003 HP Deskjet 6122		

Asset Number 2958 (WIC – Mall Office) Continued		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage RealOne Player AIM Womb with a View Adobe Acrobat Reader 5.0 VNC		
Asset Number 2887 (WIC – Mall Office)		
HARDWARE:	Take	Leave
Compaq Evo D510 CMT (tower) P4, 2.0GHz 512MB RAM 20GB HDD FDD CD-ROM Windows XP Professional (SP1) Keyboard Compaq Wheel Mouse Speakers 17" Flat Panel Display Purchase Date: 12/03/2002		
SOFTWARE:	Take	Leave
Office 2000 Premium RealOne Player Womb with a View Adobe Acrobat Reader 5.0 VNC		
Asset Number 2785 (City Hall)		
HARDWARE:	Take	Leave
HP Vectra VL400 (desktop) PIII, 866MHz 256MB RAM 10GB HDD FDD CD-ROM CD-RW Windows 2000 Professional (SP4) Keyboard HP Wheel Mouse Speakers 17" Monitor Purchase Date: 03/08/2001		
SOFTWARE:	Take	Leave
Office 2000 Premium Epi Info v3.3.2 The Print Shop 15 Adobe Acrobat Reader 6.0 VNC		

Asset Number 2792 (Spare PC – City Hall)		
HARDWARE:	Take	Leave
HP Vectra VL400 (tower) PIII, 866MHz 256MB RAM 10GB HDD FDD CD-ROM Windows 2000 Professional Keyboard HP Wheel Mouse Speakers 17" Monitor Purchase Date: 05/14/2001		
SOFTWARE:	Take	Leave
Office 2000 Premium Kodak Easy Share v3.2.1.2 Microsoft Greetings 2001 RealOne Player OmniForm 4.0 Adobe Acrobat Reader 5.0 Quark XPress 4.1 CASA v2.6 VNC		
Asset Number 3192 (City Hall)		
HARDWARE:	Take	Leave
Kodak Easy Share DX6440 Digital Camera Docking Station		
SOFTWARE:	Take	Leave
Software loaded on Asset Number 2792		
Asset Number 3198 (HD Notebook – City Hall)		
HARDWARE:	Take	Leave
IBM ThinkPad R40 P4, 2.0GHz 512MB RAM 30GB HDD CD-ROM Windows XP Professional (SP1) Purchase Date: 12/13/2003		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage Epi Info v3.3.2 Adobe Acrobat Reader 6.0 VNC		

Asset Number 2889 (City Hall)		
HARDWARE:	Take	Leave
IBM ThinkPad A31 P4, 1.6GHz 512MB RAM 30GB HDD FDD CD-RW Windows XP Professional (SP1) Purchase Date: 11/18/2002		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage RealOne Player WIR-PC Adobe Acrobat Reader 6.0 Epi Info v3.3.2 VNC		
Asset Number 2871 (City Hall)		
HARDWARE:	Take	Leave
IBM ThinkPad A31 P4, 1.6GHz 256MB RAM 40GB HDD FDD DVD\CDRW Windows 2000 Professional (SP3) Logitech Optical Wheel Mouse Purchase Date: 06/29/2002		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage Adobe Acrobat Reader 6.0 Epi Info v3.3.2 RealOne Player WIR-PC VNC		
Asset Number 2890 (City Hall)		
HARDWARE:	Take	Leave
IBM ThinkPad A31 P4, 1.6GHz 512MB RAM 30GB HDD FDD CD-RW Windows XP Professional (SP1) Purchase Date: 11/18/2002		

Asset Number 2890 (City Hall) - Continued		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage Epi Info v3.3.2 Adobe Acrobat Reader 6.0 WIR-PC RealOne Player VNC		
Asset Number 2791 (City Hall)		
HARDWARE:	Take	Leave
HP Vectra VL400 (tower) PIII, 866MHz 256MB RAM 10GB HDD FDD CD-ROM Windows 2000 Professional (SP4) Speakers HP Wheel Mouse 17" Monitor Purchase Date: 05/14/2001 HP Deskjet 6122		
SOFTWARE:	Take	Leave
Office 2000 Premium RealOne Player Adobe Acrobat Reader 6.0 Epi Info v3.3.2 VNC		
Asset Number 2888 (City Hall)		
HARDWARE:		
IBM ThinkPad A31 P4, 1.6GHz 512MB RAM 30GB HDD FDD CD-RW Windows XP Professional (SP1) Purchase Date: 11/18/2002		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage RealOne Player WIR-PC Adobe Acrobat Reader 6.0 Epi Info v3.3.2 VNC		

Asset Number 2927 (City Hall)		
HARDWARE:	Take	Leave
Dell OptiPlex SX260 (small tower) P4, 2.0GHz 256MB RAM 20GB HDD FDD CD-ROM Speakers 17" Flat Panel Display Dell Optical Wheel Mouse Keyboard Windows XP Professional (SP1) Purchase Date: 02/19/2003		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage Mozilla Firefox CASA for Windows v2.6 Adobe Acrobat Reader 6.0 PC-Ace Pro32 VNC The Print Shop 15		
Asset Number 2928 (City Hall)		
HARDWARE:	Take	Leave
Dell OptiPlex SX260 (small tower) P4, 2.0GHz 256MB RAM 20GB HDD FDD CD-ROM Speakers 17" Flat Panel Display Dell Optical Wheel Mouse Keyboard Windows XP Professional (SP1) Purchase Date: 02/19/2003 HP Deskjet 970cxi		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage Adobe Acrobat Reader 6.0 VNC		

Asset Number 2912 (City Hall)		
HARDWARE:	Take	Leave
Dell OptiPlex SX260 (small tower) P4, 2.0GHz 256MB RAM 20GB HDD FDD CD-ROM Speakers 17" Flat Panel Display Dell Optical Wheel Mouse Keyboard Windows XP Professional (SP1) Purchase Date: 02/19/2003 HP LaserJet 1010		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage Adobe Acrobat Reader 6.0 VNC The Print Shop 20		
Asset Number 2921 (City Hall)		
HARDWARE:	Take	Leave
Dell OptiPlex SX260 (small tower) P4, 2.0GHz 256MB RAM 20GB HDD FDD CD-ROM Speakers 17" Flat Panel Display Dell Optical Wheel Mouse Keyboard Windows XP Professional (SP1) Purchase Date: 02/19/2003 HP Deskjet 950C		
SOFTWARE:	Take	Leave
Office XP Pro with FrontPage Adobe Acrobat Reader 6.0 VNC Mozilla Firefox		

Miscellaneous Hardware

Asset #	Description	Take	Leave
1607	HP LaserJet 5N		
2939	Xerox Phaser 6200N Printer (purchased 04/14/2003)		
2997	Infocus LP530V Projector (purchased 10/06/2003)		
2730	HP Color LaserJet 4550N Printer (purchased 02/05/2001)		
2704	Infocus LP340 (purchased in 2000)		

EXHIBIT "C"
CITY Agreements with State Division of Health
(Memorandum of Understanding [MOU's]) with other jurisdictions and agencies
to act as their agent
As provided for in §50.535(1) and (2) Wisconsin Statutes

1. April 11, 2002: State of Wisconsin Department of Commerce **Terms of Agreement** for Manufactured Home Park Agents
2. December 7, 2000: **Terms of Agreement** and instructions for acting as an Agent for the Wisconsin Department of Agriculture, Trade and Consumer Protection, as authorized by Section 97.41, Wisconsin Statutes (to administer a retail food establishment licensing program)
3. October 6, 2003: **Inter-Agency Agreement** between First Choice Women's Health Center and the City of Beloit Health Department
4. March 24, 1998: **Memorandum of Understanding** between Nutrition and Health Associates and Beloit Health Department to insure coordinated health care for clients enrolled in the Special Supplemental Nutrition Program for Women, Infants, and Children Program (WIC) and other public health programs
5. May 26, 2004: **Memorandum of Understanding** between City of Beloit and School District of Beloit
6. April 14, 2005: **Performance of High-Risk Types of HPV on ASC-US Paps** from Wisconsin State Laboratory of Hygiene
7. March 11, 2005: **Memorandum of Understanding** between Wisconsin Women's Health Foundation and Beloit Health Department
8. January 22, 2004: **Memorandum of Understanding** between AIDS Resource Center of Wisconsin, Inc. and Beloit City Health Department
9. December 4, 2004: **Memorandum of Understanding** between Beloit Health Department and Beloit Area Community Health Center
10. March 21, 2005: **Resolution** approving amended sublease between Nutrition and Health Associates, Inc. and Beloit Health Department
11. May 1, 2005: **Amended Sublease** between Nutrition and Health Associates, Inc. and Beloit Health Department
12. August 6, 2003: **Sublease** between Nutrition and Health Associates, Inc. and Beloit Health Department. Included as attachment: March 18, 2005 **Lease** between Beloit Properties, Inc. and Nutrition and Health Associates, Inc.

RECEIVED
APR 11 2002
SAFETY & BLDGS DIV

1
Safety & Buildings Division
Manufactured Home Unit
201 W Washington Ave 4th Floor
P.O. Box 1355
Madison WI 53701-1355
(608) 264-9596

STATE OF WISCONSIN
DEPARTMENT OF COMMERCE
TERMS OF AGREEMENT
for

Manufactured Home Park Agents

Acting as an agent of the Wisconsin Department of Commerce, as authorized by Section 101.935(2) (e), Wisconsin Statutes, to protect public health through enforcement of sanitation regulations and fostering sanitary practices in manufactured home parks.

This agreement is made between the Wisconsin Department of Commerce, hereafter called "the department", and the CTY hereafter called "agent". The Division of Safety & Buildings will serve as the department's designee in fulfilling terms of this contract.

I. INSPECTION

- A. Agent will conduct at least one inspection each fiscal year (July 1 - June 30) of every manufactured home park, as applicable, within the geographic jurisdiction of the agent.
- B. Inspection types include:
 - 1. Prelicensing inspections -- Required for all new manufactured home parks, manufactured home park expansion and manufactured home parks having a change of operator during the fiscal year (July 1 through June 30), and must be completed before the new or changed operator may open the manufactured home park to business.
 - 2. Routine inspections -- During the fiscal year (July 1 through June 30), unless inspected for another reason, a regular inspection of each manufactured home park shall be made.
 - 3. Follow-up inspection -- If a prelicensing, routine or complaint investigation indicates corrections are needed and that a return visit is appropriate to ensure that compliance has been achieved, follow-up inspections shall be made.
- C. Prelicensing, emergency complaints will take priority over routine and follow-up inspections.

- 2
- D. The department may conduct inspections of manufactured home parks in an agent's jurisdiction in response to an emergency, for the purpose of monitoring and evaluating the agent's licensing, inspection and enforcement program or at the request of the agent.
 - E. Agent may, with written approval from the department, have written agreements with other units of village, city or county government to perform some inspection activities relating to enforcement of the department's rules indicated in this agreement.

II. ENFORCEMENT

- A. Agent will enforce the Wisconsin Administrative Code rules for manufactured home parks under Chapter Comm 95. Agent will not permit facilities to operate unless properly licensed.
- B. Agent shall have available for evaluation, and have distributed to inspectors, a description of the inspection and enforcement plan to be implemented by the agent. This inspection and enforcement plan, and any changes to it, shall be reviewed and approved by the department. Agent will take appropriate enforcement action for significant public health hazards and noncompliance with applicable sanitary codes.
- C. Upon request from agent, the department shall provide assistance in enforcement activities.

III. STAFFING

- A. Inspections will be made by, or under the supervision of, a qualified employee.
- B. Agent inspection staff must meet the hiring criteria set forth by local ordinance and personnel practices.
- C. The department reserves the right to review and approve the credentials of agent's inspection staff for work performed under this agreement.
- D. Agent shall make written arrangements for backup of inspection and enforcement staff to ensure adequate coverage during the absence of regular staff. These arrangements shall be reviewed and approved by the department, and shall be made available to the department upon request.

E. Upon request from the agent, the department will provide assistance.

F. Agent shall prohibit the conducting of inspections by an employee deemed to have a conflict of interest. A conflict of interest exists whenever an employee's action or failure to act could produce a private benefit for the employee or the immediate family or business with which the employee is associated; or the matter is one in which the employee is associated; or the matter is one in which the employee in a private capacity, or a member of the employee's immediate family or business with which the employee is associated, has an interest. "Immediate family" means the employee's spouse, children, parents, siblings, or any person who receives more than half of his or her support from the employee or from whom the employee received more than half of his support.

IV. PERMITS

- A. The state permit shall be issued for a two-year period, for which the agent may collect the permit fee in two annual installments. The permit shall be placed in a prominent place in the park and be readily visible to the public.
- B. All permits issued by the agent shall expire on June 30.

V. REPORTS

- A. The agent shall make a report to the department within ten (10) days after taking any enforcement action involving permit suspension, revocation or court order.
- B. By the 10th of each month following the event, the agent shall provide the department a list of manufactured home park address or name changes, new manufactured home parks issued a permit, all changes of operators or partners, and manufactured home parks that went out of business.
- C. Within ten (10) days of any major organizational change, or change of key staff for the direct supervision or implementation of work under this agreement, a report of the change shall be submitted to the department in writing.
- D. By September 1 of each year, the agent shall provide the department with a complete roster of all manufactured home parks, by type and ID number, issued a permit during the previous period of July 1 through June 30.

- E. Agent shall keep records of all revenue covered by this agreement.
- F. Agent shall retain copies of all orders and inspection reports for at least three (3) years and as required by appropriate statutes and local ordinances. Inspection report forms approved by the department shall be used for all prelicensing, routine and follow-up inspections.
- G. Agent shall keep readily available, for use by inspection staff, departmental evaluation staff and the public, copies of all pertinent statutes, administrative codes, local ordinances and enforcement procedures.
- H. Agent shall have, and make available for review by department staff and the public, procedures for the investigation and follow-up of citizen complaints about facilities regulated by this agreement.
- I. Agent shall have, and make available to departmental staff, a plan of action to ensure that there is cooperation with federal, state and other local agencies in the event of a natural disaster or emergency.

VII. REIMBURSEMENT

- A. No later than October 1, pursuant to Comm 95.04 (3), the agent shall reimburse the Department of Commerce for each facility in the agent's geographic jurisdiction the following annual fee amount:

For a mobile home park with 1 to 20 sites	\$ 46.25
For a mobile home park with 21 to 50 sites	\$ 83.25
For a mobile home park with 51 to 100 sites	\$129.50
For a mobile home park with 101 to 175 sites	\$166.50
For a mobile home park with more than 175 sites	\$185.00

VIII. COSTS

Revenue collected from facilities to carry out the provisions of this agreement shall not exceed direct program annual costs.

IX. EVALUATION

A. The department may, at any reasonable time, review records, etc., accompany employees of the agent or perform inspections to evaluate compliance with the provisions of this agreement.

B. Unsatisfactory performance of the provisions of this agreement, as determined in an evaluation by the department, may be a condition of termination of this agreement or placement of agent on probation.
(See XI. C.)

X. DURATION

This agreement shall be effective on the date it is executed by The Department of Commerce, until terminated or amended by either party.

XI. TERMINATION

A. This agreement may be terminated by either party upon 90 days notice to the other party.

B. If this agreement is terminated, the department shall receive from the agent the prorated amount for the remainder of the fiscal year (July 1 to June 30) for all manufactured home park fees that would have been charged if the manufactured home parks had been issued permits by the state for the fiscal year.

C. Termination of this agreement by the department may be based on unsatisfactory performance of the provisions of this agreement by the agent, as determined by an evaluation of the department. (See IX. B)

D. Upon termination of this agreement, agent shall transfer to the department applicable inspection and enforcement records.

E. The agreement may be amended by mutual consent of both parties.

XIII. NONDISCRIMINATION

A. In connection with the performance of work under this agreement, agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, 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. Agent further agrees to take affirmative action to ensure equal employment opportunities. Agent agrees to post in a conspicuous place, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

- B. In connection with the performance of work under this agreement, agent agrees not to discriminate against owners or operators of establishments regulated by this agreement because of age, race, religion, color, handicap, sex, sexual orientation, or national origin.

XIII. NON-APPROPRIATION OF FUNDS

The department may terminate this agreement if the Legislature should fail to appropriate funds for its purpose.

Agent

Department of Commerce

Claudette Cummings
Signature

Michael Corry
Signature

Claudette Cummings Director
(name and title--print or type)

Michael Corry
Administrator
Division of Safety & Buildings
Department of Commerce
State of Wisconsin

Bebit Wi. (Rode)
City or County

4/7/02
Date

4/23/02
Date

2

TERMS OF AGREEMENT AND INSTRUCTIONS
FOR ACTING AS AN AGENT FOR THE WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION,
AS AUTHORIZED BY SECTION 97.41, WISCONSIN STATUTES

The parties to this Agreement are the Wisconsin Department of Agriculture, Trade and Consumer Protection ("department"), and the City of Beloit Health Department ("agent"). This Agreement is made under s. 97.41, Wis. Stats., and ch. ATCP 74, Wis. Adm. Code, which authorize the department to designate a city or county to act as the department's agent to administer a retail food establishment licensing program. The Agreement is subject to the requirements of s. 97.41, Stats. and ch. ATCP 74, Wis. Adm. Code.

I. The department agrees to provide the following services:

- A. Coordinate the designation of agents with the Department of Health and Family Services to ensure similarity with the inspection program administered under s. 254.69, Stats.
- B. Develop standards and approve all forms for administration of the food establishment licensing program.
- C. Evaluate the agent's retail food establishment licensing program on an annual basis, under s. ATCP 74.09, Wis. Adm. Code.
- D. Provide education and training to the agent.
- E. Inspect retail food establishments licensed by the agent only under the conditions set forth in s. 97.41(8), Stats.

II. The agent agrees to provide the following services:

- A. Administer a retail food establishment licensing program under s. ATCP 74.02(1)(a), Wis. Adm. Code, within the agent's jurisdiction. Specific services include:

1. Licensing and inspection of all retail food establishments as defined in ss. ATCP 74.01(5), and ATCP 75.01(10), Wis. Adm. Code except:
 - a) Mobil retail food establishments as defined under s. ATCP 75.01(6m), Wis. Adm. Code, and requiring licensure under s. 97.30(2)(a), Stats., unless all retail sales are conducted within the agent's jurisdiction.
 - b) Food processing plants licensed under s. 97.29, Stats.
2. Inspection of unlicensed retail food sales operations, as defined in s. ATCP 74.01(7), Wis. Adm. Code.
3. Investigation of consumer complaints involving retail food establishments and retail food sales operations.
4. Enforcement of ch. 97, Stats., and chs. ATCP 74, and ATCP 75, Wis. Adm. Code, and other relevant administrative regulations, including:
 - a) Food sampling from retail food establishments as requested by the department for lab analysis.
 - (1) The agent may conduct the analysis if its laboratory is capable of performing the required test procedures.
 - (a) The agent shall assume all costs involved in collecting the samples and running the analysis.
 - (b) The Agent shall inform the department of the analysis results.
 - (2) Those agents who do not have the laboratory capability of performing the analysis or who choose not to perform the

analysis shall submit the samples to the Department Bureau of Laboratory Services.

(a) The agent shall fund the cost of acquiring the food samples and the shipping of the samples to the state laboratory.

(b) The department shall fund the cost of the laboratory analysis of the food samples.

B. Establish and collect reasonable license fees.

C. Reimburse the department for license fees, as required by s. ATCP 74.08(1), Wis. Adm. Code.

D. Maintain adequate staffing and equip staff with appropriate equipment, as required by s. ATCP 74.08(1), Wis. Adm. Code.

E. Review plans for the construction or remodeling of food establishments, to the extent provided under s. ATCP 74.04, Wis. Adm. Code.

F. Maintain records documenting the cost of administering the program, as required by s. ATCP 74.08(2), Wis. Adm. Code.

G. Report to the department on a monthly basis, as required by s. ATCP 74.07(2), Wis. Adm. Code.

H. Maintain all records relating to the administration of the program, as required by s. ATCP 74.07(3), Wis. Adm. Code.

III. Except as otherwise provided in this Agreement, this Agreement incorporates by reference all of the provisions contained in the agent's written proposal for participation in the retail food establishment licensing program which is attached to the Agreement as Appendix A.

- IV. The department assumes no liability for the job safety or welfare of city or county employees, or for the actions or omissions of city or county employees relating to the administration of the retail food establishment licensing program, except as otherwise provided by law.
- V. The agent agrees that it will not discriminate against any employee or applicant for employment for reasons of age, race, creed, color, handicap, marital status, national origin, ancestry, sexual orientations, arrest record, or conviction record, as provided by state and federal law. The agent also agrees to take affirmative action to ensure equal employment opportunities.
- VI. This Agreement shall remain in force from the last date of signature of either party until terminated by either the department or the agent. Either party may terminate this Agreement in accordance with the procedures set forth in s.97.41(2), Stats., and ss. ATCP 74.02(5) and (6), Wis. Adm. Code.

DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

Signature Ben Brancel

Ben Brancel
Secretary

Date 12-7-00

AGENT: CITY OF БЕЛОIT

HEALTH DEPARTMENT

Signature Claudette Cummings

Claudette Cummings
Director of Public Health/
Health Officer

Date 7/28/00

INTER-AGENCY AGREEMENT

This agreement is written to provide the highest quality and most comprehensive care of our clients. This agreement between First Choice Women's Health Center and the City of Beloit's Health Department is written to affirm the cooperative working relationship in the delivery of services to mutual clients.

1. First Choice Women's Health Center and the City of Beloit's Health Department agree to accept clients referred by the other and will provide services to clients within their respective guidelines. Both agencies agree to exchange pertinent client records upon written authorization from the client. All authorizations should include an expiration date.
2. Staff from First Choice Women's Health Center and the City of Beloit's Health Department will consult on individual cases when appropriate and with the client's written permission.
3. Both agencies will respect the confidentiality of clients.
4. If either agency is unable to assist a client, attempts will be made to identify alternate resources for the client.
5. Both agencies agree to advise the other of any significant changes in the agency that are relevant to client care.
6. Both agencies agree to review this agreement upon the request of either party.

Linda Dalton
Signature

Linda Dalton
Name

Interim Health Director
Title

Beloit Health Dept.
Agency

10/6/2003
Date

[Signature]
Lisa Furseth, Executive Director
Community Action, Inc. of
Rock & Walworth Counties

[Signature]
Donna Hays, RNC WHNP/APNP
Director, First Choice Women's
Health Center

10-21-03
Date

MEMORANDUM OF UNDERSTANDING
NUTRITION AND HEALTH ASSOCIATES, INC. and BELOIT HEALTH DEPARTMENT

This Memorandum of Understanding is between Nutrition & Health Associates and Beloit Health Department in order to insure coordinated health care services for clients enrolled in the Special Supplemental Nutrition Program for Women, Infants, and Children Program (WIC) and other public health programs.

The purpose of this Memorandum of Understanding is to promote the health and well-being of mothers, children, and their families by identifying clients who may benefit from public health and nutrition programs and services. The local health department, in partnership with WIC, will establish a collaborative and complementary maternal and child health program. This will be accomplished through collaboration in the assessment, planning, and assurance of actual/potential needs. Collaborative programs included in this agreement are: Prenatal Care Coordination, Health Check, Well-child exams, lead screening, immunization, Healthy Start, Birth to Three, Children with Special Health Care Needs, Teen Pregnancy Program, other well-child care programs and generalized public health nursing programs. In entering into this agreement, both parties recognize the need to promote the integration of services, to improve access to health services, and to coordinate public health and community-based maternal and child health programs.

All parties involved in this MOU agree to the following:

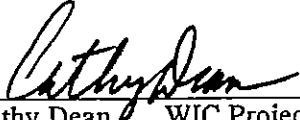
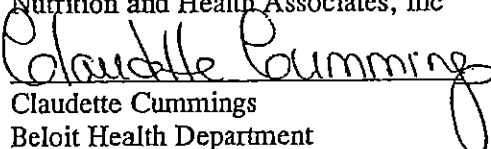
1. Agency health care providers will identify and refer clients who may benefit from the public health and nutrition services listed in this MOU.
2. In referrals, health care providers will disclose client data that is relevant to the purpose of the referral and which will facilitate the development, coordination, and follow-up of the client health care plan. The following client information may be released to coordinate care as long as it is relevant: name, address, telephone number, number of household members, age, gender, marital status, and WIC draft issuance information, and relevant health and nutrition information such as height, weight, hemoglobin, immunization information, identified risk factors, expected delivery date, lead values, and Health Check data.
3. Health care providers who receive client information will review and determine the disposition of written referrals received, assess client needs, and provide and assure appropriate case management and referrals to the extent the additional disclosure is for the purpose of accomplishing the activities in this MOU.
4. Informed written consent of the client or person legally authorized to give consent on behalf of the client shall be obtained prior to disclosure of treatment for mental illness, developmental disabilities, and alcoholism or drug abuse, as required by S.146.82 and 51.30 Wis. Stats. Obtained information shall not be redisclosed to a third party (i.e., agency) without written consent. When in doubt about disclosing client information, it is highly advisable that professionals use their judgment and secure a written consent prior to disclosure of sensitive information.
5. All parties in this MOU will follow S.252.15 Wis. Stats. which pertain to disclosure of HIV infection. Disclosure of HIV infection is a sensitive issue. In general, HIV infection test results may be disclosed to another health care provider without written consent as long as it is pertinent to care of that individual. Other disclosures are allowed pursuant to S.252.15. For other disclosures, written consent is required.
6. Health care providers who receive client information will provide follow-up information to the referring agency in a timely fashion. Follow-up information to be disclosed will be relevant to the purpose of the referral and as allowed by state confidentiality statutes and policies.

7. All parties involved in this MOU may release non-identifying aggregate data relevant to the agencies' missions in order to facilitate program development. The aggregate data may be released in statistical summary to assist agencies in assessing population health status and need, and to promote and strengthen linkages with other public/private services and programs.
8. Nutrition and Health Associates/WIC Project #38 may share relevant client information with the Beloit Health Department for the purpose of service integration and eliminating duplicate data entry through the use of the MCH Data System. Relevant client information shall be information for clients who are actively participating in the WIC Program as well as a complementary maternal and child health program through the Beloit Health Department. Identifying data will not be re-disclosed.
9. All parties in this MOU will collaborate to develop and implement outreach activities to best meet client needs.
10. All parties involved in this MOU will have in place policies and procedures regarding confidentiality, access to records, and referrals within two months after the final signature of this Memorandum of Understanding. Both parties entering this agreement shall make services available to eligible clients and will not discriminate because of age, race, color, handicap, sex, creed, national origin, ancestry, sexual orientation, arrest or conviction record, marital status, religion, or military participation. In addition, both parties will observe all pertinent federal and state statutes and rules, as well as professional standards.
11. This memorandum of understanding will remain in effect until further notice. Either party may terminate this agreement at any time by providing written notice to the other party, a minimum of 60 days prior to termination. This agreement remains in effect until terminated in accordance with this provision, or until such time as state or federal law invalidates the agreement.

When Nutrition and Health Associates, Inc. administers WIC, client files for WIC, Health Check, Lead Screening, Immunizations, Children with Special Health Care Needs, Prenatal Care Coordination and Teen Pregnancy Program may be combined in order to facilitate accomplishment of this MOU.

When Nutrition and Health Associates, Inc. administers WIC, the WIC Project and Health Checks, Lead Screening, Immunizations, Children with Special Health Care Needs, Prenatal Care Coordination and Teen Pregnancy Program may integrate data systems and redisclose client information obtained from integrated data systems only to the extent it accomplishes the purpose of this MOU.

The benefit of this memorandum of understanding is to ultimately improve the health and well being of clients and their families participating in the forenamed public health and nutrition services. In entering this agreement, both parties will respect the client's right to privacy and will deliver services that are sensitive to cultural and family values.


Cathy Dean, WIC Project #38
Nutrition and Health Associates, Inc

Claudette Cummings
Beloit Health Department

3-24-98
(Date)

3/24/98
(Date)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BELOIT
AND THE
SCHOOL DISTRICT OF BELOIT**

THIS AGREEMENT MADE this 26th day of May, 2004 by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business at 100 State Street, Beloit, Wisconsin, and the School District of Beloit, with its principal place of business at the Kolak Administrative Center, 1633 Keeler Avenue, Beloit, Wisconsin.

WHEREAS, the events of September 11, 2001 have brought a heightened awareness of the need for emergency preparedness; and

WHEREAS, the State of Wisconsin has established several consortiums to deal specifically with public health preparedness; and

WHEREAS, the City of Beloit is a member of the South Central Wisconsin Public Health Preparedness Consortium #10 established by the State of Wisconsin; and

WHEREAS, the City of Beloit, as a member of the South Central Wisconsin Public Health Preparedness Consortium, is required to arrange for availability of facilities to use during a mass vaccination event; and

WHEREAS, the School District of Beloit has several facilities which would be suitable and available for providing emergency public health services such as a mass vaccination; and

WHEREAS, the School District of Beloit is willing to make its facilities available to the City of Beloit's Health Department in the event of a disaster or other public health emergency calling for a mass vaccination.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF БЕЛОIT
AND THE
SCHOOL DISTRICT OF БЕЛОIT**

THIS AGREEMENT MADE this 26 day of May, 2004 by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business at 100 State Street, Beloit, Wisconsin, and the School District of Beloit, with its principal place of business at the Kolak Administrative Center, 1633 Keeler Avenue, Beloit, Wisconsin.

WHEREAS, the events of September 11, 2001 have brought a heightened awareness of the need for emergency preparedness; and

WHEREAS, the State of Wisconsin has established several consortiums to deal specifically with public health preparedness; and

WHEREAS, the City of Beloit is a member of the South Central Wisconsin Public Health Preparedness Consortium #10 established by the State of Wisconsin; and

WHEREAS, the City of Beloit, as a member of the South Central Wisconsin Public Health Preparedness Consortium, is required to arrange for availability of facilities to use during a mass vaccination event; and

WHEREAS, the School District of Beloit has several facilities which would be suitable and available for providing emergency public health services such as a mass vaccination; and

WHEREAS, the School District of Beloit is willing to make its facilities available to the City of Beloit's Health Department in the event of a disaster or other public health emergency calling for a mass vaccination.

NOW, THEREFORE, the City of Beloit and the School District of Beloit agree as follows:

1. The School District of Beloit agrees to make Beloit Memorial High School, 1225 Fourth Street, Beloit, Wisconsin, available to the City of Beloit during a disaster or public health emergency. In the event that the high school is not available for any reason, the School District of Beloit will make one of the following alternate sites available to the City of Beloit:

(a) Alternate Site No. 1:

Aldrich Middle School
1859 Northgate Drive
Beloit, Wisconsin

(b) Alternate Site No. 2:

McNeel Middle School
1524 Frederick Street
Beloit, Wisconsin

2. The School District of Beloit agrees to make one of the sites described in paragraph 1 above accessible to the City of Beloit's Health Department for mass vaccination during a public health emergency.

3. The parties understand that the following facilities/utilities/recourses are available at each of the sites listed in paragraph 1 above:

- (a) tables;
- (b) chairs;
- (c) garbage containers;
- (d) secure storage room;
- (e) queue partitions/lane roping;
- (f) telephones;
- (g) computers;
- (h) internet access;
- (i) fax machines;
- (j) copy machines;

- (k) refrigeration;
- (l) emergency lighting;
- (m) HVAC;
- (n) portable fans;
- (o) loading docks;
- (p) handicap accessible facilities;
- (q) adequate parking;
- (r) drinking fountains;
- (s) restrooms;
- (t) location on property to land helicopters.

4. This contract shall be effective on the 1st day of June, 2004 and shall terminate on the 1st day of June, 2014.

5. The City of Beloit agrees that it will not make any modifications or changes to the School District of Beloit's facilities, equipment, or personal property without the express written consent of the School District of Beloit.

6. Prior to occupancy, representatives of both parties will inspect the facilities, equipment and other personal property and note any defects, including dents and scratches, on any of the facilities, equipment or personal property prior to the City of Beloit's use thereof. After the City of Beloit vacates the facilities, representatives of both parties will again inspect the facilities, equipment and personal property to note any damage, exclusive of normal wear and tear, to the property. The City of Beloit will pay the School District of Beloit for the cost of repairing any property damaged by the City of Beloit.

7. The facilities, equipment and property will be made available to the City of Beloit at no cost, except that the City of Beloit will be responsible to pay for any costs incurred by the City of Beloit during the use of the facilities, whether such costs are billed to the City of Beloit or to the School District of Beloit.

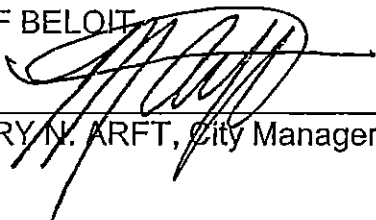
8. All notices given pursuant to this contract shall be addressed as follows:

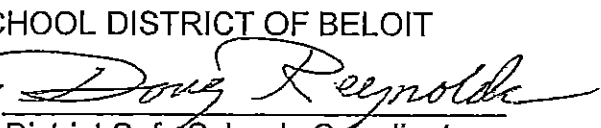
TO THE CITY:
City of Beloit
Attn: City Manager
100 State Street
Beloit, WI 53511

TO THE SCHOOL DISTRICT OF BELOIT:
Kolak Administrative Center
Attn: Superintendent of Schools
1633 Keeler Avenue
Beloit, WI 53511

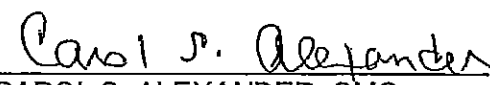
9. This contract shall be interpreted according to the laws of the State of Wisconsin.

10. This contract represents the entire agreement of the parties. Any amendments shall be in writing and agreed upon by both parties.

CITY OF BELOIT
BY 
LARRY N. ARFT, City Manager

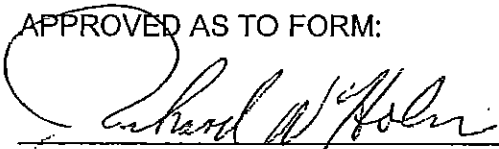
SCHOOL DISTRICT OF BELOIT
BY 
Doug Reynolds
District Safe Schools Coordinator

ATTEST:

BY 
CAROL S. ALEXANDER, CMC
City Clerk

BY _____
_____. Its

APPROVED AS TO FORM:


RICHARD V. HOLM, City Attorney

April 14, 2005

TO: Clinic Supervisors/ Coordinators
FROM: Beverly Resch, Cytology Department
RE: Performance of High-Risk Types of HPV on ASC-US Paps

FILE COPY

The Cytology department will be performing in-house HPV testing upon request or by authorized liquid-base pap reflex testing. Reflex testing refers to any patient with a liquid-base pap diagnosis of atypical squamous cells of undetermined significance (ASC-US) being submitted automatically for testing of the high-risk types of human papilloma virus (HPV). Please sign and return this consent form.

In the event of a cytology diagnosis of atypical cells of undetermined significance (ASC-US), on a patient with a specimen submitted in liquid fixative, I authorize the Wisconsin State Laboratory of Hygiene to perform testing for high-risk types of human papilloma virus (HPV). Per the recommended guidelines from the National Cancer Institute Bethesda 2001 Working Group, our laboratory is evaluating the utility of reflex HPV testing in patients with an ASC-US diagnosis. This testing protocol will be continuously assessed through April 15, 2006. This standing order will be in effect until that time.

Medical Director/Authorizing Signature

Jonas Lee

Printed Name With Title

Jonas Lee MD

Clinic Name & Account Number

509 (Becht Health Dept's Fee exempt⁺)

Phone Number

608-361-0300

❖ We are required to date this form annually. Please return by fax or mail as soon as possible.





2005
Memorandum of Understanding (MOU)
Between the Wisconsin Women's Health Foundation
And
Beloit Health Department

This MOU is between the Wisconsin Women's Health Foundation (WWHF) and all organizations which will participate in *First Breath*, a program designed to help pregnant women stop smoking. Funding for *First Breath* is provided, in part, by the State of Wisconsin Department of Health and Family Services and the Wisconsin Partnership Fund.

The purpose of this MOU is to delineate the respective roles of each party involved in the *First Breath* initiative. The WWHF is coordinating the program and the director is located at the WWHF office. Any questions about respective roles or duties should be directed to the WWHF at (608)-251-1675. Other partners involved in the coordination of *First Breath* are the State of Wisconsin Division of Public Health, Bureau of Community Health Promotion, APS Healthcare, and the University of Wisconsin Center for Tobacco Research & Intervention. As the fiscal agent, the WWHF assumes overall responsibility for coordination of the program.

This MOU will be reviewed annually, pending continued funding. Either party may terminate this agreement at any time by providing a 30-day written notice to the other party. This agreement remains in effect until terminated in accordance with the above provision.

The WWHF, along with our partner agencies, will support the *First Breath* sites by carrying out the following activities:

- Provide training and technical assistance to *First Breath* clinicians via site visits, web-based training modules, regional sharing sessions and statewide meetings.
- Select and develop materials for community awareness and public relations including providing materials for direct mailings to local health care providers, local newspaper articles and distribution of posters/brochures.
- Coordinate the press conferences or appearances by Sue Ann Thompson, WWHF President, to promote *First Breath* as her speaking and travel schedules allow.
- Provide educational materials to be presented to clients enrolled in *First Breath*, their family members, and their physicians.
- Distribute client consent forms client enrollment forms, data collection forms, and provide training in their use.
- Collect data and necessary forms for each enrolled client from *First Breath* site staff via US mail, fax, mail, or online.
- Conduct data analysis and provide sites with regular reports of enrollment numbers and year end program and site-specific evaluation reports.
- Supply sites with client incentives and program educational materials.
- Conduct quarterly teleconferences with *First Breath* site staff.
- Conduct site visits to new *First Breath* sites or those experiencing difficulties and to veteran sites as needed.
- Provide funding agencies with regular fiscal and program reports regarding *First Breath's* success and progress.
- Provide supplemental cessation counseling by way of the Wisconsin Tobacco Quit Line Fax to Quit program.

- Establish a mini-grant system for eligible providers to support innovative techniques to help pregnant women quit smoking.

In entering into this agreement, each *First Breath* site recognizes that they are responsible for the following tasks:

- Attend a *First Breath* training session or complete web-based training and fully understand the *First Breath* protocol.
- Apply as appropriate the specific materials and education tools provided by the WWHF for *First Breath* when counseling clients.
- Enroll clients in the program and get client consent to collect information.
- Assess each client's smoking status and motivation to quit.
- Provide smoking cessation counseling consistent with the 5 A's and motivational interviewing techniques during clinic appointments, home visits, and/or telephone conversations.
- Submit data collection forms at enrollment, during follow-up visits and after delivery via US mail, email, fax, or online.
- Provide WWHF with client's expected due date via data collection forms.
- Provide clients with in-person counseling at every prenatal visit.
- Provide clients with the self-help materials and incentive gifts provided by the WWHF.
- Provide clients with the statewide Quit Line toll-free number and encourage them to call for more information about smoking cessation.
- Talk with clients regarding the opportunity to receive proactive telephone counseling from Quit Line counselors via the Fax to Quit program and complete the required form if a client is interested.
- Provide clients with information (provided by the WWHF) on smoking cessation and secondhand smoke to be shared with family members or friends.
- Participate in *First Breath* teleconferences and communicate regularly with WWHF staff.
- Advise women who have questions about pharmacotherapy to consult their physician.
- Collaborate with the WWHF as possible to arrange media events and/or promote *First Breath* locally.
- Identify one staff person at your site as the primary program contact (*First Breath* Coordinator) and inform the WWHF of changes in the designated coordinator as they occur.
- Inform the WWHF of changes in site contact information (Organization name, address, staff telephone number, email address, or fax number) as they occur.
- Identify *First Breath* clients willing to share their quit stories for publication in the *First Breath* newsletter and inform WWHF staff of the opportunity.

**** If a *First Breath* site is not enrolling at least 5 (five) clients per year or if a site consistently fails to submit required data collection forms, the WWHF reserves the right to reconsider that site's participation in the program. ****

All parties involved in this agreement will make services available to eligible clients at no charge, and will not discriminate because of age, race, color, handicap, creed, national origin, ancestry, income, marital status, or religion. In addition, all parties will observe all pertinent federal and state statutes and rules, as well as professional standards of practice.

Signed By:

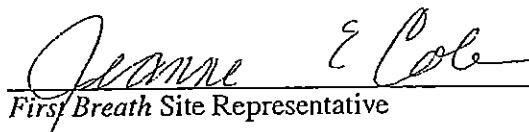


Julie Whitehorse

Wisconsin Women's Health Foundation, Program Director

3-11-05

Date


First Breath Site Representative

3-28-05

Date

MEMORANDUM OF UNDERSTANDING
Between
AIDS Resource Center of Wisconsin, Inc.
And
Beloit City Health Department

This Memorandum of Understanding (MOU) describes the agreement between the AIDS Resource Center of Wisconsin, Inc. (ARCW) and Beloit City Health Department to collaborate for the provision of HIV/AIDS prevention services to persons at risk for contracting HIV disease and AIDS and for persons living with HIV disease and AIDS in Wisconsin.

This MOU is the result of dialogue, negotiation and agreement between ARCW and Beloit City Health Department to collaborate in the provision of HIV/AIDS prevention services for individuals at risk for contracting HIV disease and AIDS and for persons living with HIV disease and AIDS who are receiving other services from ARCW and/or Beloit City Health Department. Following are the agreements between ARCW and Beloit City Health Department that will be manifested by the respective parties:

A. Responsibilities of ARCW

1. 1. Conduct street outreach, clean needle exchange and overdose prevention information for injection drug users in Beloit.
2. Conduct street outreach and multisession groups for high-risk youth residing in Beloit.
3. Provide anonymous and confidential HIV counseling and testing utilizing OraQuick, OraSure and blood draw specimen collection devices for the populations listed above.
4. Refer HIV positive individuals to AIDS Network for case management services.
5. Refer individuals to providers in Beloit for STI screening and treatment.
6. Continue to participate in the Beloit area HIV/AIDS Task Force hosted at least quarterly by the Beloit City Health Department.

B. Responsibilities of Beloit City Health Department:

1. Provide ongoing information and referral for individuals referred from ARCW's needle exchange, outreach and group interventions, to address needs such as STI screening & treatment, AODA treatment, shelter and other health and social services.
2. Refer appropriate individuals to ARCW's needle exchange program and group programs.

- C. Term, amendment and Termination of MOU This MOU may be amended at any time by the agreement of all of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the parties hereto. Either party to the MOU may terminate its participation in this MOU upon thirty (30) days written notice to the other party.
- D. Quality Assurance, Evaluation, and Standards of Performance The parties agree that the HIV/AIDS testing related services delivered under this MOU are subject to periodic quality assurance performance audit by ARCW. In performing its obligations under this MOU, ARCW shall act in good faith and with reasonable diligence, perform services at a level consistent with reasonable standards of competence and quality, and shall be required from time to time to show, upon reasonable request, that all individuals performing services hereunder are duly qualified and licensed to perform the services outlined herein.
- E. Non-Assumption of Liabilities Neither party shall, by entering into this MOU, become liable for any existing or future obligations, liabilities, or debts of the other party, other than for services provided herein and to the limits of any reimbursement agreement as outlined in this MOU.
- F. Confidentiality The parties to the Subcontract shall not, except as necessary to meet regulatory requirements, use, reproduce, disclose or provide to other parties any confidential documents or information relating to the parties to this MOU or to clients of either party.

Beloit City Health Department shall have policies/procedures on file and in place and shall implement a system to ensure that all information as to personal facts and circumstances concerning client(s) obtained in administering the project or providing the services set forth in this MOU shall constitute privileged communications, shall be held confidential, and shall not be divulged without the informed, written consent of the client(s) or clients' legal guardian except as necessary to provide information disclosed in summary form which does not identify a client(s).

- H. Governing Law This MOU shall be executed in and shall be governed in all respects by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date below, effective the day and year first above written.

AIDS RESOURCE CENTER OF WISCONSIN, INC.

BY: Scott Stokes

NAME: Scott Stokes

TITLE: Director of Prevention Services

DATE: 1/22/04

BELOIT CITY HEALTH DEPARTMENT

BY: Linda Dalton

NAME: Linda Dalton, R.N.

TITLE Interim Health Officer

DATE: January 14, 2004

MEMORANDUM OF UNDERSTANDING
Between
City of Beloit Health Department
and
Beloit Area Community Health Center

PARTIES OF AGREEMENT

This agreement is between the City of Beloit Health Department (hereinafter referred to as "BHD") and the Beloit Area Community Health Center (hereinafter referred to as the "BACHC").

GENERAL AGREEMENT OF THE PARTIES

The BHD agrees to designate the BACHC to provide fee-exempt testing in agreement with the enclosed guidelines.

GENERAL PRINCIPLES FOR COMMUNICABLE DISEASE FEE-EXEMPT TESTING

Following are general principles that should be followed to determine whether to order fee-exempt testing.

Fee-exempt testing should be for purposes of protecting the health of the community and of vulnerable populations within it, and not primarily for the benefit of individuals as would be the case in most instances of medical management of individual health problems.

Fee-exempt testing should be for diseases of serious public health consequence and where the LHD has an active program of intervention and control to prevent spread of illness to others, including HIV, chlamydia, gonorrhea, syphilis and herpes.

Fee-exempt testing should be limited generally to those without other coverage or the ability to pay for the service and to those whose care is not the responsibility of a system other than public institutional residents except where protection of the community is an overriding concern.

The purposes of fee-exempt testing should be consistent with a local assessment of need and/or state and national goals for the year 2000.

HIV INFECTION

Background

The following guidelines only pertain to fee-exempt testing for HIV infection conducted by LHDs and their designees and not to testing supported by the Wisconsin AIDS/HIV Program which includes Division of Public Health designated counseling and testing sites (CTS), AIDS service organization outreach testing, or partner notification field testing.

LHDs that are designated as a CTS typically will not use fee-exempt testing funds, but will use Wisconsin AIDS/HIV Program resources to provide HIV antibody testing, and when approved, HIV-1 PCR testing. LHDs not designated as CTS may use fee-exempt testing to identify infection among their clients at risk for HIV infection (case finding), being mindful that fee-exempt testing should be used to protect the public health and be generally limited to those without coverage for this service.

HIV testing is provided in conjunction with HIV prevention counseling that supports behavior change reducing an individual's risk for the disease. LHD staff who provide partner notification services will assume lead responsibility in assuring the quality of services provided with HIV testing (including counseling) are maintained.

LHDs may designate an agency in their respective service areas to offer needed HIV testing in conjunction with other services. For instance, a LHD that designated an agency in its community to do sexually transmitted disease (STD) testing may also enable that agency to use its WSLH account number to request HIV antibody testing. LHD designated agencies must follow fee-exempt guidelines and maintain quality of services as recommended by the Wisconsin AIDS/HIV Program. These agency staff may attend training provided by the Wisconsin AIDS/HIV Program.

HIV tests that may be requested fee-exempt without prior approval or restriction:

HIV-1/HIV-2 Combination Antibody Serum Screen (WSLH test code 99). This test includes the HIV-1/HIV-2 EIA screening assay, and as appropriate the HIV-1 confirmatory Western Blot, HIV-2 EIA, and HIV-2 Western Blot. Testing may be requested for:

- Persons symptomatic for or diagnosed with a sexually transmitted disease and their contacts
- Persons with tuberculosis disease or infection
- Men who have sex with men and their sexual partners

The Wisconsin AIDS/HIV Program is tracking risk information on fee-exempt HIV tests. On all HIV tests, the LHD must indicate the category that best fits the reason for the testing under the "Additional" category:

- **STD-related** – client is symptomatic or diagnosed with a STD or is a contact of someone with a STD.
- **TB-related** – client is a suspect or diagnosed with active TB or is TB-infected
- **High risk*** – client is a man who has sex with men or the sexual partner of such a person, an injection drug user or the sexual or injection partner of such a person, a sexual partner of a person with HIV infection, a health care worker that has had a needlestick injury, or a child of a woman with HIV infection**.
- **Moderate risk*** – client trades sex for money, drugs, shelter, etc, or uses non-injecting drugs such as crack, cocaine, methamphetamines or other stimulants that increase the behavioral risk of HIV infection.
- **LHD Discretion*** - LHD has cause to believe client has risk of HIV infection (not included above) and testing is in the interest of protecting the public health.

* DO NOT identify the specific risk – only indicate high risk, moderate risk, or LHD discretion.


** HIV antibody testing should only be ordered on children 18 months or older.

For tests to be fee-exempt, LHDs must indicate their WSLH account number on the requisition form. (WSLH provides agencies with requisition forms pre-printed with their account numbers upon request at 1-800-442-4618). LHDs that designate another agency to conduct HIV testing in their community must provide them with its WSLH account number and notify the Division of Public Health of this relationship.

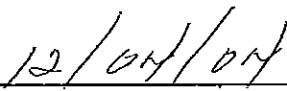
AGREEMENT WITH REGARD TO RESOLUTION AND RENEWAL

The BHD and the BACHC agree to meet upon the call of either party to discuss concerns relative to this agreement or service delivery. Both parties agree the memorandum of understanding can be modified or amended at any time by mutual accord of the parties and may be terminated upon 60 days written notice of either party.

This agreement will be renewed annually.



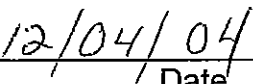
Signature for BACHC



Date



Signature for BHD



Date

Linda

#10
FILE # 8094
MAR 21 2005
CITY OF BELOIT
CITY CLERK

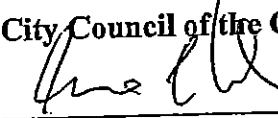
**RESOLUTION APPROVING AMENDED SUBLEASE
BETWEEN NUTRITION AND HEALTH ASSOCIATIONS, INC.
AND BELOIT HEALTH DEPARTMENT**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Amended Sublease between Nutrition and Health Associates, Inc. and the Beloit Health Department be, and it is hereby, approved.

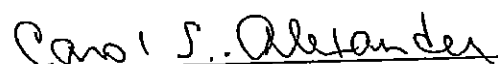
BE IT FURTHER RESOLVED that the Acting Public Health Director/Health Officer of the City of Beloit be, and she is hereby, authorized to execute the Amended Sublease on behalf of the City of Beloit.

Adopted this 21st day of March 2005.

City Council of the City of Beloit


Terrence T. Monahan, President

Attest:


Carol S. Alexander, CMC, City Clerk

Nutrition and Health Associates
32 E. Racine St.
Janesville, WI 53545

AMENDED SUBLEASE

BHD agrees to sublease from NHA a portion of the premises being rented at 46 Beloit Mall by NHA from Beloit Properties with amended terms and conditions to the sublease agreement dated 6, August 2003.

The SUBLEASE is amended as of the 1 day of May, 2005 between Nutrition and Health Associates, Inc. (NHA) as landlord ("Landlord"), and Beloit Health Department (BHD) as tenant ("Tenant"). NHA and BHD are collectively referred to in this sublease as the "parties".

The parties acknowledge that NHA has entered into a lease with Beloit Properties, Inc. 655 Third St., Suite 301, Beloit, Wisconsin 53511 (hereinafter, "Beloit Properties") whereby NHA agrees to lease from Beloit Properties, Inc. property located at 46 Beloit Mall. BHD will be provided with a copy of said lease agreement between NHA and Beloit Properties.

Basic sublease Amendment Provisions: This Section contains or refers to certain basic amendments to this Sublease between:

Landlord:

Nutrition and Health Associates, Inc.
32 East Racine Street
Janesville, Wisconsin 53545
Attn: Susan Stein
Phone: (608) 754-3722
Fax: (608) 754-3132

Tenant:

Beloit Health Department
100 State St.
Beloit WI, 53511

1. **Term**

The terms of the lease are not amended from original sublease of August 6, 2003 and continue to be 5 years from August 1, 2003 through July 31, 2008.

2. **Premises:**

Amended:

New Address: 46 Beloit Mall, Beloit, WI 53511

BHD shall have the exclusive use of 3 offices of approximately 310 sq.ft on the northern portion of the premises, and approximately 18 sq. ft of storage area in the room designated as the break area. In addition there will be approximately 610 square feet of shared space between NHA and BHD including a waiting room, play area, break area, storage room, public bathroom, employee bathroom and corridor.

3. Rent

- (a) Rent shall be paid monthly on or before the first day of each month during the 60 months with this agreement in accordance to the original sublease.
- (b) Effective August 1, 2003 through July 31, 2005 rent shall be at the rate of \$700 per month.
- (c) Effective August 1, 2005 and annually thereafter for the remainder of the Lease Term, the rental shall be adjusted by the percentage increase in the Consumer Price Index over the previous twelve (12) month period as per original sublease agreement.
- (d) Tenant Possession Date: Upon completion of Beloit Properties, Inc. improvement work, which shall be no later than April 28, 2005.

4. Parking

During the Term of this Sublease the Premises shall consist of the use of the office space in Landlord's building and common use of adjoining parking and drive areas and the right to continuous access to all adjoining public streets, subject to City controls on access during construction periods.

With no further amendments to terms and conditions set forth in the original sublease of August 6, 2003, in witness whereof, the parties to this sublease have caused this sublease amendment to be duly executed by each of their respective authorized representatives as of the date set forth on page 1 of the amendment to the lease dated August 6, 2003.

Signed and acknowledged in the presence "LANDLORD"
Of:

Nutrition and Health Associates, Inc.

Karen R. White
Name: Karen R. White

By: Susan Stein
Susan Stein, Executive Director

"TENANT"

Beloit Health Department

Karen R. White
Name: Karen R. White

By: Linda Dalton
Linda Dalton, Beloit Health Department

COPY

12

SUBLEASE

THIS SUBLEASE is made as of the 6 day of August, 2003, between NUTRITION AND HEALTH ASSOCIATES, INC. (hereinafter "Tenant") and BELOIT HEALTH DEPARTMENT (hereinafter, "BHD"). Tenant and BHD are collectively referred to in this Sublease as the "Parties."

The Parties acknowledge that Tenant has entered into a lease with WATER TOWER INDUSTRIAL PROPERTIES WEST, LLC (hereinafter, "Water Tower") whereby Tenant agrees to lease from Water Tower property located on the first floor of a building at 655 Third Street in the City of Beloit, Rock County, Wisconsin. BHD has been provided with a copy of said Lease agreement between Water Tower and Tenant. BHD agrees to sublease from Tenant a portion of the premises being rented by Tenant from Water Tower on the following terms and conditions.

1. TERM.

The term of this Sublease shall be five years from August 1, 2003 through July 31, 2008.

2. PREMISES.

BHD shall have exclusive use of approximately 430 square feet on the western portion of the premises leased from Water Tower by Tenant. In addition there shall be approximately 503 square feet of shared space between Tenant and BHD including a waiting room, play area, and corridor. The remaining approximately 929 square feet leased from Water Tower by Tenant shall be for the exclusive use of Tenant.

3. RENT.

A. Rent shall be paid monthly on or before the first day of each month during the 60 months of this lease.

B. Effective August 1, 2003 through July 31, 2005 rent shall be at the rate of \$700 per month.

C. Effective August 1, 2005 and annually thereafter for the remainder of this Sublease term, the rent shall be adjusted by the percentage increase in the Consumer Price Index over the previous twelve month period.

4. PARKING.

Parking shall be in accordance with the terms established by Water Tower. Water Tower has agreed to provide Tenant with parking spaces in the area north of St. Lawrence Avenue. This parking area shall also be used in common by

other tenants in the building. Tenant and BHD are not authorized to utilize the parking lot located immediately north of the leased premises at St. Lawrence Avenue and Third Street inside the wrought iron fence.

5. SIGNAGE.

BHD shall be entitled to purchase at its own expense and install appropriate signage subject to the pre-approval of Tenant and Water Tower.

6. CLEANING AND MAINTENANCE.

A. BHD at its sole cost and expense during the term of this Sublease shall keep the interior of the premises over which it has exclusive use in a clean and orderly condition. BHD shall perform all routine maintenance and repairs to that portion of the premises over which it has exclusive use including plumbing fixtures, doors, wall and ceiling areas, lighting, and all other maintenance and repairs not the express responsibility of Water Tower under the Lease between Water Tower and Tenant.

B. The Parties to this Sublease shall be jointly responsible for keeping the common areas used by the Parties jointly in a clean and orderly condition. The Parties shall be jointly responsible for the performance of any maintenance and repairs to these common areas used jointly by the Parties. This shall include plumbing fixtures, doors, wall and ceiling areas, and lighting, and shall apply to all maintenance and repairs not the express responsibility of Water Tower under the Lease between Water Tower and Tenant. The expenses covered in connection with these common areas as set forth in this section 7B shall be prorated between the Parties to this Sublease with BHD paying 31.6% of such expenses and Tenant paying 68.4% of such expenses.

C. The parties may agree to utilize the same cleaning service and to prorate the cost of cleaning the entire premises leased from Water Tower with BHD paying 31.6% of such expenses and Tenant paying 68.4% of such expenses.

7. INSURANCE.

A. Public liability insurance. At all times during the term of this Lease, BHD shall maintain in full force and effect a public liability insurance policy for the premises it has leased in an amount not less than \$2,000,000 plus property damage coverage of not less than \$100,000.

B. Personal property coverage. BHD shall be fully responsible for insuring all personal property owned or used by BHD on the premises covered by the Sublease.

8. SUBORDINATE TO LEASE.

The terms of this Sublease are subordinate to the terms of the Lease between Water Tower and Tenant. The Parties agree they are bound by the terms of

said Lease between Water Tower and Tenant. Each Party to this Sublease shall fully comply with the terms of said Lease. Attached hereto and incorporated herein by reference as exhibit A are paragraphs 5 through 39.2 of said Lease.

IN WITNESS WHEREOF, the parties to this Sublease have caused this Sublease to be duly executed by each of their respective authorized representatives as of the date set forth on page 1 of this Sublease.

Karen White
Witness

Norma S. Vargas
Witness

"TENANT"
NUTRITION & HEALTH ASSOCIATES, INC.

By: Susan Stein
Susan Stein, Executive Director

Linda Darton
Witness

Carol S. Alexander
Witness

BELOIT HEALTH DEPARTMENT

By: Claudette Cummings
Claudette Cummings

LEASE

THIS LEASE (the "Lease") is made as of the 6 day of June, 2003 between **WATER TOWER INDUSTRIAL PROPERTIES WEST, L.L.C.**, more fully identified in Section 1.1 as landlord (the "Landlord"), and **NUTRITION AND HEALTH ASSOCIATES, INC.**, more fully identified in Section 1.2, as tenant (the "Tenant"). The Landlord and Tenant are collectively referred to as the "Parties".

NOW, THEREFORE:

Demise. In consideration of the undertakings of the parties herein, Landlord leases to Tenant, and Tenant leases from Landlord, the premises described in Sections 1.3 and 2 (the "Premises"), on the following terms and conditions:

1. Basic Lease Provisions: This Section contains or refers to certain basic provisions of this Lease (the "Basic Lease Provisions"). Other Sections of this Lease explain, define and are to be read in conjunction with the Basic Lease Provisions.

1.1 Landlord: Water Tower Industrial Properties West, L.L.C.
655 Third St., Suite 301
Beloit, Wisconsin 53511
ATTN: Real Estate Department
PHONE: (608) 361-6774
FAX: (608) 364-0172

1.2 Tenant: Nutrition and Health Associates, Inc.
32 East Racine St.
Janesville, WI 53545
Attn: Susan Stein
Phone: (608) 754-3722
Fax: _____

1.3 Premises: (See Section 2):

- (a) Address: 655 Third Street, 1st Floor Suite 100, Beloit, WI 53511
- (b) A Site Plan which depicts the building in which the Leased Premises is located is attached hereto as Exhibit "A" and a Floor Plan of the Leased Premises is attached as Exhibit "B".
- (c) Physical Description: Approximately 1,862 sq. ft. of office space on the 1st floor as shown on Exhibit B, Floor Plan. Also, Tenant shall have permission to sublet approximately 430 sq. ft. of the west side of the Premises.

Lease for 655 Third St., 1st Floor, Suite 100, Beloit, WI
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Parking: Landlord agrees to provide Tenant with parking spaces in the area north of St. Lawrence Ave. as shown on Exhibit A. This parking area shall also be used in common by other Tenants in the building. Tenant shall not be authorized to utilize the parking lot located immediately north of the Leased Premises at St. Lawrence Ave. and Third Street, inside the wrought iron fence.

(d) Use: Office for providing nutrition and health services.

1.4 Term: See also Section 3

(a) Term (See Section 3) for the Premises as described in Section 1.3(c) shall be five (5) years from: August 1, 2003 through July 31, 2008.

1.5 Rent: See also Section 4.

(a) Gross Rent shall be paid monthly in accordance with the following schedule for the first initial year of the:

August 1, 2003 through July 31, 2005 \$1,280.13/month

Effective August 1, 2005 and annually thereafter for the remainder of the Lease Term, the rental shall be adjusted by the percentage increase in the Consumer Price Index over the previous twelve (12) month period.

(b) Security Deposit: \$1,280.13

1.6 Rent Commencement Date (See Section 4): August 1, 2003

1.7 Tenant Possession Date (See Section 7): Upon completion of Landlord's improvement work, which shall be no later than August 1, 2003.

1.8 Casualty Insurance (See Section 13.1):

(a) Amount: Full Replacement Value
(b) Insuring Party: Landlord

1.9 Liability Insurance (See Section 13.2):

(a) Amount: \$2,000,000 Combined Aggregate
Property Damage: \$100,000
(b) Insuring Party: Tenant

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2. Premises: During the Term of this Lease (as defined in Section 3.3), the Premises shall consist of the use of the office space in Landlord's building (as referenced in Section 1.3 (c)) and common use of certain adjoining interior lobby and elevator areas, restrooms, parking and drive areas shown on the attached Exhibit A, Site Plan and the right to continuous access to all adjoining public streets, subject to City controls on access during construction periods..

3. 3.1 Term: The term of this Lease shall be for the period specified in Section 1.4 (the "Term") unless this Lease shall be earlier terminated as hereinafter provided.

4. Rent:

4.1 Manner of Payment: During the Term of this Lease, Tenant shall pay rent to Landlord at the address set forth in Section 1.1, or at such other address as Landlord may designate in writing at any time or from time to time, in monthly installments as set forth in Section 1.5 (the "Rent"). Such monthly installments of Rent shall be payable in advance on or before the Rent Commencement Date as set forth in Section 1.6 (the "Rent Commencement Date") and on or before the first business day of each calendar month thereafter. Rent for partial months at the inception of the Lease shall be prorated.

5. Real Estate Taxes and Assessments:

5.1 Payment: During the Term of this Lease, Landlord shall pay all real estate taxes and assessments, general and special, against the Premises.

6. Utilities: During the Term of this Lease, Landlord shall pay for all utility services consumed within the 1,862 sq. ft. of space as marked on Exhibit B, Floor Plan, including without limitation gas, water, electricity, sanitary and storm sewer.

7. Landlord's Improvement Work: Landlord shall, at its sole expense, make the following improvements to the Leased Premises:

Landlord shall bring the space up to tenantable condition, including new carpeting, new ceiling tile, two (2) pass through doors in subleased area, new lighting, and repainting of the space as necessary per the scope of work attached in Exhibit "C". Landlord agrees to warrant that the roof, building structure and all major building systems, including HVAC and electrical, will be in sound working order prior to Lease Commencement.

8. Possession of Premises:

8.1 Delivery of Possession; Condition: Landlord shall deliver possession of the Premises to Tenant on the Tenant Possession Date. Prior to such delivery, the Premises shall be in tenantable condition.

9. Tenant Improvements: Tenant, at its sole cost and expense, shall have the right

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during the Term of the Lease, with the prior written approval of the Landlord which shall not be unreasonably withheld, to improve, alter and renovate the Premises in any manner which Tenant deems necessary or desirable to make the same fit and suitable for the conduct of its business operations, including but not limited to installation of offices, painting, decorating, redecorating and installation of partitions and other office furniture as applicable. Unless otherwise agreed in writing by the parties and subject to Section 10 below, any improvements, alterations and renovations to the Premises by Tenant pursuant to this Section shall remain on the Premises upon the expiration or earlier termination of this Lease. Landlord further reserves the right to require Tenant to return the Leased Premises to the condition which existed at the time of Tenant Possession.

10. Trade Fixtures; Personal Property: Tenant, at its sole cost and expense, shall have the right, without Landlord's consent, but shall not be obligated during the Term of this Lease to install, use, replace, substitute and remove its trade fixtures and personal property such as, without limitation, telephone, fax and other equipment, task lights, and office furniture. Upon the expiration of the Term of this Lease or the earlier termination of this Lease, Tenant shall have the right to remove its trade fixtures and personal property from the Premises, provided that Tenant shall repair all damage to the Premises resulting from such removal.

11. Maintenance and Repairs by Landlord:

11.1 General Requirements: Landlord, at its sole cost and expense, shall perform during the Term of this Lease all necessary maintenance and repairs with respect to all of the following portions of the Premises in accordance with the standards set forth in Section 18.1(a): the structure and the exterior of Landlord's building, including, the roof, exterior walls, foundations, common areas, and all major building mechanical and utility systems. Landlord agrees to perform facility maintenance services which shall include cleaning of common areas, exterior upkeep and snow plowing.

11.2 Timely Performance: In the event of an emergency (defined as any condition other than damage or destruction described in Section 14 or eminent domain described in Section 16 which impairs Tenant's ability to use and occupy the Premises for the conduct of its business operations) and Landlord's failure to perform promptly any of Landlord's maintenance and repair obligations as described in Section 11.1, or in the event of no emergency and Landlord's failure to perform such maintenance and repair obligations within fifteen (15) days after Tenant's delivery to Landlord of notice of the need for any such maintenance or repairs, Tenant shall have the rights and remedies to which Tenant may be entitled under Section 17, which section shall be applied in the event of emergency without the further notice and cure provisions set forth therein.

12. Maintenance and Repairs by Tenant: Tenant, at its sole cost and expense, during the Term of this Lease shall keep the interior of the Premises in a clean and orderly condition and, shall perform: (i) any maintenance and repairs to the Premises occasioned by the negligence or misconduct of Tenant or its invitees and licensees, and (ii) all routine maintenance and repairs to all interior Leased space and building systems, including plumbing fixtures, doors, wall and ceiling areas, lighting and any necessary replacement and changing of light bulbs or ballasts; and (iii) all

other maintenance and repairs not the express responsibility of Landlord hereunder, which Tenant reasonably deems necessary. If Tenant fails to perform its maintenance and repair obligations within fifteen (15) days after Landlord's delivery to Tenant of notice of the need for any such maintenance and repairs, then Landlord shall have the right, upon delivery of three (3) business days' notice to Tenant, to perform all or part of such maintenance and repairs, at the sole cost and expense of Tenant, and Tenant shall reimburse Landlord for such costs and expenses within thirty (30) days after Landlord's delivery to Tenant of an invoice therefor. The foregoing notwithstanding, Tenant shall not be obligated to perform any maintenance or repairs to the extent covered by any warranty of Landlord or Landlord's contractors.

13. Insurance:

13.1 Casualty Insurance: At all times during the Term of this Lease, the Landlord, at its sole cost and expense, shall cause the Premises to be fully and adequately insured with a customary policy of fire and extended coverage insurance (including flooding, vandalism, malicious mischief and special extended perils or all risk) in an amount not less than the full replacement cost of the Premises, with a standard inflation guard endorsement.

13.2 Public Liability Insurance: At all times during the Term of this Lease, Tenant shall maintain in full force and effect a public liability insurance policy for the Premises in amounts not less than those set forth in Section 1.9(a). Such insurance policy shall name the Landlord as an additional insured.

13.3 Tenant's Personal Property Coverage: Tenant shall be fully responsible for insuring all personal property on the Leased Premises, including, but not limited to, equipment and materials being stored within the Premises.

13.4 Certificates: Any insuring party shall, upon request, provide an insured party with adequate evidence of the continued existence of applicable insurance coverage by certificate(s) of insurance. Each such certificate shall contain an agreement by the insurer that such insurance coverage shall not be modified or canceled without delivery of at least thirty (30) days' written notice to the insured party.

13.5 Mutual Waiver of Subrogation: Nothing in this Lease shall be construed so as to authorize or permit any insurer of Landlord or Tenant to be subrogated to any right of Landlord or Tenant against the other party arising under this Lease. Landlord and Tenant each hereby release the other to the extent of any perils to be insured against under Section 13.1 of this Lease only, whether or not such insurance has actually been secured, and to the extent of insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party. All insurance policies to be provided under Section 13.1 by either Landlord or Tenant shall contain a provision that they are not invalidated by the foregoing waiver.

14.1 Damage or Destruction:



14.1 Repair and Restoration: In the event that the Premises shall be damaged or destroyed by fire, explosion or other casualty, or by any risk required to be insured against pursuant to Section 13.1 or at law, Tenant promptly shall deliver to Landlord notice thereof. Unless terminated pursuant to Section 14.2, this Lease shall remain in full force and effect, and Landlord, at its sole cost and expense, but with the right to use insurance proceeds to the extent of Landlord's interest therein, shall exercise good faith and diligent efforts promptly to repair the damage or destruction and restore the Premises to substantially that condition existing immediately prior to such damage or destruction. If Tenant remains in occupancy of the Premises, Landlord shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably with the use and occupancy of the Premises by Tenant for the conduct of its business operations. Until the completion of Landlord's repair and restoration pursuant to this Section, Tenant's obligation to pay Rent and other amounts payable by Tenant hereunder shall be abated as of the date of the damage or destruction in proportion to the extent that the value of the Premises for the use and occupancy thereof by Tenant for the conduct of its business operations shall be reduced, as the parties shall agree.

14.2 Rights of Termination: Landlord's and Tenant's respective rights to terminate this Lease upon the occurrence of certain damage or destruction shall be governed as follows:

(a) If the Premises shall be damaged or destroyed to the extent of more than sixty percent (60%) of the full replacement cost thereof, then either Landlord or Tenant may elect to terminate this Lease by delivery of notice to the other within thirty (30) days after the date Landlord or Tenant first learned of such damage or destruction; or

(b) If repair and restoration of any such damage or destruction cannot reasonably be completed within one hundred (100) days after the date of notice to the Landlord of the damage or destruction then Tenant may elect to terminate this Lease by delivery of notice to Landlord within thirty (30) days after the date of such damage or destruction; and

(c) Upon delivery of any notice pursuant to Section 14.2(a) or 14.2(b), and the payment or assignment to Landlord of insurance proceeds to the extent of Landlord's interest therein, this Lease shall terminate as of the date of the damage or destruction unless otherwise provided in such notice, and Tenant shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of the date of such termination.

15. Eminent Domain:

15.1 Repair and Restoration: In the event that all or any portion of the Premises shall be taken or threatened to be taken under the power of eminent domain or settlement in lieu thereof for any public or quasi-public use, Landlord promptly shall deliver to Tenant notice thereof. Unless terminated pursuant to Section 15.2, this Lease shall remain in full force and effect, and Landlord, at its sole cost and expense, shall exercise good faith and diligent efforts promptly to repair the damage and restore the Premises so as to constitute the remaining portion thereof a

complete architectural unit. If Tenant remains in occupancy of the Premises, Landlord shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably or materially with the use and occupancy of the Premises by Tenant for the conduct of its business operations. Until the completion of Landlord's repair and restoration pursuant to this Section, Tenant's obligation to pay Rent and other amounts payable by Tenant hereunder shall be abated as of the effective date of taking of the Premises or portion thereof by the public or quasi-public body in proportion to the extent that the value of the Premises for the use and occupancy thereof by Tenant for the conduct of its business operations shall be reduced, as the parties shall agree.

15.2 Rights of Termination: Tenant shall have the right to terminate this Lease upon the occurrence of a taking or a threatened taking under the power of eminent domain or settlement in lieu thereof if, as a result thereof, the Premises no longer shall be fit and suitable for the use and occupancy thereof by Tenant for the conduct of its business operations by reason of a material reduction of any portion of the Premises, in which event Tenant may elect to terminate this Lease by delivery of notice to Landlord within thirty (30) days of the date that Tenant receives written notice of the date on which possession of the Premises or portion thereof shall be required by the public or quasi-public body. If Tenant gives Landlord notice that Tenant elects to terminate this Lease, this Lease shall terminate as of the date on which such possession shall be required by the public or quasi-public body, and Tenant shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of such date of termination.

16. Default; Remedies:

16.1 Tenant's Default: The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of the rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of five (5) days from the date such payment was due following notice thereof by Landlord to Tenant.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or an order for relief shall be entered against Tenant in any proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to discharge any lien placed upon the Premises in violation of Section 41 hereof within thirty (30) days after any such lien or encumbrance is filed

against the Premises.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Section 16) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

16.2 Landlord's Remedies:

(a) Upon the occurrence of any such events of default described in Section 16.1 hereof, Landlord shall have the option to pursue any one or more of the following remedies after five (5) days written notice to Tenant:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do, Landlord may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any party thereof without being liable for prosecution or any claim for damages therefor.

(2) Enter upon and take possession of Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part hereof without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor, all without terminating the Lease.

(b) In the event Tenant fails to pay any installment of rent hereunder within five (5) days after notice that such installment is past due, Tenant shall pay to Landlord a late charge in an amount equal to five percent (5%) of any late installment under this Lease.

17. Landlord's Default and Tenant's Remedies: Landlord shall be in default of this Lease if Landlord fails to perform any term, condition, covenant or obligation of this Lease on the part of Landlord to be performed within thirty (30) days after the date on which Landlord receives from Tenant notice by certified or registered mail specifically describing such failure. Tenant may cure such default by Landlord on behalf of, and at the sole cost and expense of Landlord of all costs and expenses incurred by Tenant. Landlord shall reimburse Tenant for its costs and expenses in connection with any such cure within thirty (30) days after Tenant's delivery to Landlord of an invoice therefor, failing which Tenant may offset such costs and expenses against any Rent and other amounts payable by Tenant hereunder.

18. Warranties and Representations:

18.1 Compliance with Laws:

(a) Landlord covenants for the benefit of Tenant that the improvements located within the Premises or within the building housing a portion of the Premises as well as

Landlord's maintenance and repairs under Section 11.1 shall be done in a good and workmanlike manner and substantially comply with all laws, ordinances and requirements, including without limitation the procuring of all building and other permits, licenses, approvals and certificates of occupancy and the observance of applicable building, zoning and other code requirements, of governmental authorities with competent jurisdiction, and notwithstanding any other provision of this Lease to the contrary, if any improvements, alterations or renovations to the Premises shall be required by any law, ordinance or requirement of any governmental authority with competent jurisdiction, then Landlord, at its sole cost and expense, shall perform such improvements, alterations or renovations in a timely manner; provided, however, no alleged violation by Landlord of any such law, ordinance or requirement shall be deemed to constitute a Landlord default, so long as Landlord shall contest, in good faith, the validity of such law, ordinance or requirement or the existence of the alleged violation thereof.

(b) Tenant assumes full responsibility for and covenants for the benefit of Landlord that Tenant's Improvement Work, its maintenance and repairs and its use and occupancy of the Premises for the conduct of its business operations shall comply with all applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction; provided, however, that: (i) no alleged violation by Tenant of any such law, ordinance or requirement shall be deemed to constitute a Tenant Default so long as Tenant shall contest, in good faith, the validity of such law, ordinance or requirement or the existence of the alleged violation thereof; and (ii) Tenant shall not be obligated to incur costs or expenses for improvements, alterations or renovations to the Premises required at any time or from time to time by any applicable law, ordinance or requirement of a governmental authority with competent jurisdiction, unless such improvements, alterations, or renovations specifically relate to Tenant's use.

18.3 Hazardous and Toxic Conditions:

(a) Landlord represents for the benefit of Tenant that the Premises does not now, and at the Tenant Possession Date will not, contain any material classified as toxic or hazardous under applicable federal, state and local laws, ordinances and requirements of governmental authorities with competent jurisdiction (collectively, a "Hazardous Substance"). If a Hazardous Substance is discovered on the Premises to the extent the condition existed prior to or on the Tenant Possession Date, then Landlord shall promptly give Tenant written notice of such condition and promptly cause such Hazardous Substance to be cleaned up and the Premises brought into compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction. Landlord agrees to indemnify and hold Tenant harmless pursuant to the provisions of Section 20 hereof against any Losses as defined in Section 20 incurred by Tenant arising out of any such toxic or hazardous condition and/or Hazardous Substance on the Premises.

(b) Tenant agrees that, except for de minimis amounts of Hazardous Substances brought onto the Premises by Tenant's employees in the form of fluid for cigarette lighters and other personal items and Hazardous Substances in the form of products for sale which are handled by Tenant in accordance with all legal requirements, it shall not bring Hazardous Substances onto the Premises nor allow Tenant's employees or business invitees to bring Hazardous

Substances onto the Premises. Tenant agrees to indemnify Landlord pursuant to the provisions of Section 20 hereof against any Losses incurred by Landlord arising out of any Hazardous Substance created by Tenant on the Premises or out of any Hazardous Substances brought onto the Premises by Tenant, its employees or business invitees. Tenant shall have the right at any time during the Term of the Lease, to make soil, environmental and other tests on the Premises, repairing all damages caused by such tests.

18.4 Broker's Commission: Landlord agrees to pay all commissions and/or fees earned by any real estate broker, finder or agent employed by Landlord in connection with this Lease. Tenant represents that it has not dealt with any brokers in connection with this Lease of the Premises.

19. Landlord's Right of Entry: Following reasonable notice to Tenant, Landlord may enter upon the Premises as often as Landlord reasonably may deem necessary for the purposes of performing such maintenance and repairs as Landlord reasonably may deem necessary or lawfully may be required to perform, inspecting the Premises, offering the Premises for lease (but only during the period which commences six (6) months prior to the expiration of the then existing Primary Term or Extension Term in the event that Tenant shall not have elected further to extend the Term of this Lease) or offering the Premises for sale. During this period, Landlord shall have the right to display "For Sale" and "For Lease" signs on the Premises. Landlord's right of entry shall be exercised in a manner and during reasonable hours at times such that there shall be no unreasonable or material interference with the use and occupancy of the Premises by Tenant for the conduct of its business operations.

20. Indemnification:

20.1 Tenant Indemnification. Tenant agrees to indemnify and hold Landlord harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of Tenant, under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or misconduct of Tenant, or Tenant's officers, employees, agents, contractors or invitees, except for any such breach, any injury or death or any damage or destruction arising out of, or with respect to, the negligence or misconduct of Landlord, or any of Landlord's officers, employees, agents, contractors or invitees including Landlord's tenant, other than Tenant herein, or as otherwise specifically provided in this Lease.

20.2 Landlord Indemnification. Landlord agrees to indemnify and hold Tenant harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of Landlord under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or

misconduct of Landlord or Landlord's officers, employees, agents, contractors or invitees, except for any such breach, any injury or death or any damage or destruction arising out of, or with respect to, the negligence or misconduct of the Tenant or any of Tenant's officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease.

20.3 Conditions; Survival. The indemnification obligations created by this Section 20 shall be expressly conditioned upon the party seeking indemnification (i) delivering to the other party prompt notice of any event giving rise to such indemnification obligation and (ii) providing such other party the opportunity to defend itself from and against any Losses. This indemnification obligations under this Lease shall survive the expiration of the Term of this Lease (or earlier termination of this Lease).

21. Transfers:

21.1 Assignment and Subletting: Tenant shall not assign this Lease nor sublet all or any portion of the Premises, without the consent of Landlord, which shall not be unreasonably withheld. Per Section 1.3(c) herein, Landlord consents to the Tenant subletting approximately 430 sq. ft. on the west side of the Leased Premises. Absent the written agreement of Landlord, no assignment of this Lease or subletting of all or any portion of the Premises shall relieve Tenant of any of the terms, conditions, covenants and obligations of this Lease on the part of Tenant to be performed.

21.2 Notice of Sale: In the event that Landlord, at any time on or before the expiration of the Term of this Lease or the earlier termination of this Lease, shall transfer, assign or otherwise convey to a third party all or any portion of its right, title and interest in and to the Premises, Landlord shall deliver to Tenant notice of the name and address of the purchaser of such right, title or interest at least thirty (30) days prior to the closing of any such transaction.

22. Holding Over: If Tenant shall continue to occupy the Premises after the expiration of the Term of this Lease or the earlier termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to the terms and conditions of this Lease; provided, however, that either party shall have the right to terminate such month-to-month tenancy upon delivery of thirty (30) days' notice to the other and the rent shall be one hundred ten percent (110%) of the rent charged in the last full month before expiration of the term of this Lease or earlier termination of the Lease.

23. Quiet Enjoyment:

23.1 Landlord's Covenant: Landlord covenants and agrees that Tenant shall have the peaceful and quiet possession and enjoyment of the Premises (subject to all mortgages and other matters to which this Lease, is or shall become, subordinate in accordance with the provisions of Section 24) for the conduct of its business operations during the Term of this Lease, without hindrance by Landlord or any other party.

24. Subordination and Attornment/Estoppel:

24.1 Tenant covenants and agrees, on the terms and conditions provided in this Section, that this Lease shall be subordinate to any institutional mortgage or deed of trust that now or hereafter shall encumber the Premises, provided that each named mortgagee or beneficiary shall execute and deliver to Tenant a non-disturbance, attornment and subordination agreement stating (in addition to other reasonable terms, if any) in substance that (i) if Tenant is not in default hereunder, the right of possession of Tenant to the Premises shall not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise shall be made subject to Tenant's right of possession to the Premises under this Lease; and (ii) Tenant shall attorn to any mortgagee or purchaser at a foreclosure sale (a "Purchaser") upon acquisition of title to the Premises by a mortgagee or Purchaser and notice to Tenant therefor, and this Lease shall continue in full force and effect between Tenant and such mortgagee or Purchaser. Upon Tenant's receipt and approval of such non-disturbance/attornment agreement from a mortgagee or beneficiary from time to time, Tenant covenants and agrees to attorn to such mortgagee or beneficiary upon foreclosure.

24.2 In the event that estoppel certificates now or hereafter may be required by any mortgagee or beneficiary of any mortgage or deed of trust, respectively, encumbering the Premises, Tenant further covenants and agrees to execute certificates containing the substance of the following statements (together with other reasonable terms, if any): (i) that the copy of the Lease attached to the certificate is a true and complete copy of the Lease and there are no amendments, modifications or alterations of the Lease, except as stated; (ii) that the Premises required to be furnished under the Lease have been completed in accordance therewith, the date on which Tenant accepted possession of such Premises and that Tenant now occupies the same; (iii) that Tenant began paying monthly installments of rent under the Lease on a given date and no such installment has been paid more than one month in advance; and (iv) that the Lease is in full force and effect, and, except as noted, there exists, to Tenant's knowledge, no defense or offset to enforcement of the Lease by Landlord, and, to Tenant's knowledge, Landlord is not in default under the Lease.

25. Surrender of Premises: Upon the expiration of the Term of this Lease or the earlier termination of this Lease, Tenant shall deliver up and surrender the Premises to Landlord in as good order and condition as upon the Tenant Possession Date, subject to Tenant's improvements, alterations and renovations to the Premises which have been approved by Landlord, including without limitation Tenant's Improvement Work, normal wear and tear, damage by fire, explosion or other casualty, repairs and restoration for which Tenant shall not be responsible hereunder and Tenant's removal of its trade fixtures.

26. Notices; Computation of Time: For the purposes of all other notices and communications between the parties, the addresses of Landlord and Tenant shall be as shown in Sections 1.1 and 1.2 herein.

Any notices and other communications to be delivered by either party to the other pursuant to this

Lease shall be in writing and shall be deemed delivered as follows, except as otherwise specifically provided in this Lease: (a) when hand delivered; (b) one (1) business day after mailing by Federal Express or other overnight courier service; or (c) three (3) business days after deposit, upon deposit in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be charged with notice at the above-recited address or the above-recited telecopier number or such other address or telecopier number as either party from time to time may designate by notice delivered to the other; provided, however, that no notice of change of address or telecopier number shall be deemed given until received by the party to be notified. Except as otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

27. Entire Agreement; Amendments: This Lease contains the entire agreement between the parties, and no promise, representation, warranty, covenant, agreement or understanding not specifically set forth in this Lease shall be binding upon, or inure to the benefit of, either party. This Lease may not be amended, altered, modified or supplemented in any manner except by an instrument in writing duly executed by the parties.

28. Governing Law; Interpretation: This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises shall be located. The fact that this Lease shall have been prepared by the attorney for either Landlord or Tenant shall not be used to construe or interpret this Lease for or against either party; the parties intend that the provisions of this Lease shall be given their fair meaning and no court shall construe this Lease more stringently against one party than against the other.

29. Authority; Binding Effect: If Landlord or Tenant shall be a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.

30. No Waiver: The failure of Landlord or Tenant to insist upon strict performance of any of the terms, conditions, covenants and obligations contained in this Lease shall not be deemed a waiver of any rights or remedies for any subsequent breach or default in the terms, conditions, covenants and obligations herein contained.

31. Recording: If Landlord or Tenant requests, the parties shall execute and acknowledge a short form of lease for recording purposes, which short form of lease shall be recorded at the expense of the party requesting the same, which party shall pay any documentary transfer tax or other special tax or assessment associated with, or triggered by, such recording.

32. Signs: Tenant shall have the right to erect signage with the prior written approval of the Landlord which shall not be unreasonably withheld.

33. Incorporation of Exhibits: Each Exhibit attached is hereby incorporated in and made a part of this Lease as if set forth herein. In the event of any conflict between the body of this Lease and the provisions set forth in the Exhibits, the provisions set forth in the Exhibits shall be deemed to control.

34. Section Headings: The Section headings hereof are intended for convenience and reference purposes only and shall not be used to construe or interpret this Lease.

35. Severability: If any provision of this Lease shall be determined by any court to be invalid, illegal or unenforceable to any extent, then the remainder of this Lease shall not be affected, and this Lease shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Lease.

36. Transmittal: Submission of this Lease for examination, even though executed by Landlord or Tenant, shall not bind the other party in any manner, and no lease or other obligation on the part of either party shall arise until this Lease shall be executed and delivered by the parties, each to the other.

37. Additional Actions and Documents: Landlord and Tenant hereby agree to exercise their best efforts to obtain, execute, deliver and file, or cause to be obtained, executed, delivered and filed, as the case may be, such additional documents, instruments and consents as may be necessary, or as reasonably may be requested by either party, and to take such further action as may be necessary, or as reasonably may be requested by either party, at the sole cost and expense of the requesting party, in order fully to effectuate the terms and conditions of this Lease.

38. Counterparts: This Lease may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

39. Mechanic's Liens and Tenant's Personal Property Taxes:

39.1 Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Landlord in the Premises or to set off the rentals payable hereunder against any claim in favor of any person dealing with Tenant, including those who may furnish materials to perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with work performed by Tenant on the Premises (Tenant is not responsible or liable for sums which represent an obligation of Landlord under this Lease) on which any lien is or can be validly and legally asserted against the Premises or the improvements thereon. Tenant will save and hold

Lease for 655 Third St., Suite 100, Beloit, WI

Nutrition and Health Associates, Inc.

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Landlord harmless from any and all loss, cost or expenses based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease, if such asserted claims or liens are a result from, through or under Tenant (including, without limitation, Tenant's performance of Tenant's Improvement Work or Tenant's performance of its obligations under this Lease), and in such event, Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises.

39.2 Tenant shall be liable for and promptly pay when due all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay the Landlord upon demand that part of such taxes.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by each of their respective authorized representatives as of the day and year first above written.

Signed and acknowledged in the presence of:

"LANDLORD"

WATER TOWER INDUSTRIAL
PROPERTIES WEST, L.L.C.

Susan B. Christensen By:
Name: Susan B. Christensen

Michael F. Slavish, Director of Real Estate

"TENANT"

NUTRITION & HEALTH ASSOCIATES,
INC.

Name: _____

By: _____

Susan Stein
Susan Stein, Executive Director

LEASE

THIS LEASE (the "Lease") is made as of the 18 day of March, 2005 between **BELOIT PROPERTIES, INC.**, more fully identified in Section 1.1 as landlord (the "Landlord"), and **NUTRITION AND HEALTH ASSOCIATES, INC.** more fully identified in Section 1.2, as tenant (the "Tenant").

Demise. In consideration of the undertakings of the parties contained herein, Landlord leases to Tenant, and Tenant leases from Landlord, the premises described in Sections 1.3 and 2 (the "Premises"), on the following terms and conditions:

1. **Basic Lease Provisions:** This Section contains or refers to certain basic provisions of this Lease (the "Basic Lease Provisions"). Other Sections of this Lease explain, define and are to be read in conjunction with the Basic Lease Provisions.

- 1.1 **Landlord:** **Beloit Properties, Inc.**
655 Third St., Suite 301
Beloit, Wisconsin 53511
Attn: Tim Weeden
Phone: (608) 361-6774
Fax: (608) 364-0172
- 1.2 **Tenant:** **Nutrition and Health Associates, Inc.**
32 East Racine Street
Janesville, Wisconsin 53545
Attn: Susan Stein
Phone: (608) 754-3722
Fax: (608) 754-3132

1.3 **Premises:** (See Section 2):

- (a) **Address:** 46 Beloit Mall, Beloit, WI 53511
- (b) A Site Plan which depicts the building in which the Leased Premises is located is attached hereto as Exhibit "A," and a Floor Plan of the Leased Premises is attached hereto as Exhibit "B."
- (c) **Physical Description:** Approximately 2,279 square feet of office space on the west side of Beloit Mall as shown on Exhibit B, Floor Plan.
- (d) **Use:** Offices for providing nutrition and health services.

1.4 **Term:** (See also Section 3)

- (a) Term for the Premises as described in Section 1.3(c) shall be three (3)

years five (5) months, from May 1, 2005 through July 31, 2008.

1.5 Rent: (See also Section 4)

- (a) Gross Rent shall be paid monthly in accordance with the following schedule:
May 1, 2005 through July 31, 2005 \$1,280.13/month

Effective August 1, 2005 and annually thereafter for the remainder of the Lease Term, the rental shall be adjusted by the percentage increase in the Consumer Price Index over the previous twelve (12) month period.

- (b) Security Deposit: Landlord acknowledges receipt of \$1,280.13.

1.6 Rent Commencement Date (See Section 4): May 1, 2005

1.7 Tenant Possession Date (See Section 7): Upon completion of Landlord's improvement work, which shall be no later than April 28, 2005.

1.8 Casualty Insurance (See Section 13.1):

- (a) Amount: Full Replacement Value
(b) Insuring Party: Landlord

1.9 Liability Insurance (See Section 13.2):

- (a) Amount: \$2,000,000 Combined Aggregate
Property Damage: \$100,000
(b) Insuring Party: Tenant

2. Premises:

During the Term of this Lease (as defined in Section 3.3), the Premises shall consist of the use of the office space in Landlord's building (as referenced in Section 1.3(c)) and common use of certain adjoining parking and drive areas shown on the attached Exhibit A, Site Plan, and the right to continuous access to all adjoining public streets, subject to City controls on access during construction periods.

3. Term:

The term of this Lease shall be for the period specified in Section 1.4 (the "Term") unless this Lease shall be earlier terminated as hereinafter provided.

4. Rent:

4.1 Manner of Payment: During the Term of this Lease, Tenant shall pay rent to Landlord at the address set forth in Section 1.1, or at such other address as Landlord may designate in writing at any time or from time to time, in monthly installments as set forth in Section 1.5 (the "Rent"). Such monthly

installments of Base Rent and any Additional Rent due shall be payable in advance on or before the Rent Commencement Date as set forth in Section 1.6 (the "Rent Commencement Date") and on or before the first business day of each calendar month thereafter. Rent for partial months at the inception or the termination of the Lease shall be prorated.

5. Real Estate Taxes and Assessments:

5.1 Payment: During the Term of this Lease, Landlord shall pay all real estate taxes and assessments, general and special, levied against the Premises.

6. Utilities: During the Term of this Lease, Landlord shall pay for all utility services consumed within the 2,279 square feet of space as marked on Exhibit B, Floor Plan, including without limitation gas, water, electricity, sanitary and storm sewer.

7. Landlord's Improvement Work: Landlord shall, at its sole expense, make the following improvements to the Leased Premises:

Landlord shall bring the space up to tenantable condition, including interior renovations, sufficient phone and data lines, signage on entry door and mounting of wall sign near office entrance, as necessary per the scope of work attached as Exhibit "C." Landlord agrees to warrant that the roof, building structure and all major building systems, including HVAC and electrical, will be in sound working order prior to Tenant Possession Date.

8. Possession of Premises:

8.1 Delivery of Possession; Condition: Landlord shall deliver possession of the Premises to Tenant on the Tenant Possession Date. Prior to such delivery, the Premises shall be in tenantable condition.

9. Tenant Improvements: Tenant, at its sole cost and expense, shall have the right during the Term of this Lease, with the prior written approval of Landlord which shall not be unreasonably withheld; to improve, alter and renovate the Premises in any manner which Tenant deems necessary or desirable to make the same fit and suitable for the conduct of its business operations, including but not limited to installation of offices, painting, decorating, redecorating and installation of partitions and other office furniture as applicable. Unless otherwise agreed in writing by the parties and subject to Section 10 below, any improvements, alterations and renovations to the Premises by Tenant pursuant to this Section shall remain on the Premises upon the expiration or earlier termination of this Lease. Landlord further reserves the right to require Tenant to return the Leased Premises to the condition which existed at the time of Tenant Possession.

10. Trade Fixtures; Personal Property: Tenant, at its sole cost and expense, shall have the right, without Landlord's consent, but shall not be obligated during the Term of this Lease to install, use, replace, substitute and remove its trade fixtures and personal property such as, without limitation, telephone, fax and other equipment, task lights, and office furniture. Upon the expiration of the Term of this Lease or the earlier termination of this Lease, Tenant shall have the right to remove its trade fixtures and personal property from the Premises, provided that Tenant shall repair all damage to the Premises resulting from such removal.

11. Maintenance and Repairs by Landlord:

11.1 General Requirements: Landlord, at its sole cost and expense, shall perform during the Term of this Lease all necessary maintenance and repairs with respect to all of the following portions of the Premises in accordance with the standards set forth in Section 18.1(a): the structure and the exterior of Landlord's building, including, the roof, exterior walls, foundations, common areas and all major building mechanical and utility systems. Landlord agrees to perform facility maintenance services which shall include cleaning of common areas, exterior upkeep and snow plowing.

11.2 Timely Performance: In the event of an emergency (defined as any condition other than damage or destruction described in Section 14 or eminent domain described in Section 16 which impairs Tenant's ability to use and occupy the Premises for the conduct of its business operations) and Landlord's failure to perform promptly any of Landlord's maintenance and repair obligations as described in Section 11.1, or in the event of no emergency and Landlord's failure to perform such maintenance and repair obligations within fifteen (15) days after Tenant's delivery to Landlord of notice of the need for any such maintenance or repairs, Tenant shall have the rights and remedies to which Tenant may be entitled under Section 17, which section shall be applied in the event of emergency without the further notice and cure provisions set forth therein.

12. Maintenance and Repairs by Tenant: Tenant, at its sole cost and expense, during the Term of this Lease shall keep the interior space of the Premises in a clean and orderly condition and, shall perform: (i) any maintenance and repairs to the Premises occasioned by the negligence or misconduct of Tenant or its invitees and licensees, and (ii) all routine maintenance and repairs to all interior Leased space and building systems, including plumbing fixtures, doors, wall and ceiling areas, lighting and any necessary purchase of light bulbs or ballasts; and (iii) all other maintenance and repairs not the express responsibility of Landlord hereunder, which Tenant reasonably deems necessary. If Tenant fails to perform its maintenance and repair obligations within fifteen (15) days after Landlord's delivery to Tenant of notice of the need for any such maintenance and repairs, then Landlord shall have the right, upon delivery of three (3) business days' written notice to Tenant, to perform all or part of such maintenance and repairs, at the sole cost and expense of Tenant, and Tenant shall reimburse Landlord for such costs and expenses within thirty (30) days after Landlord's delivery to Tenant of an invoice therefor. The foregoing notwithstanding, Tenant shall not be obligated to perform any maintenance or repairs to the extent covered by any warranty of Landlord or Landlord's contractors.

13. Insurance:

13.1 Casualty Insurance: At all times during the Term of this Lease, the Landlord, at its sole cost and expense, shall cause the Premises to be fully and adequately insured with a customary policy of fire and extended coverage insurance (including flooding, vandalism, malicious mischief and special extended perils or all risk) in an amount not less than the full replacement cost of the Premises, with a standard inflation guard endorsement.

13.2 Public Liability Insurance: At all times during the Term of this Lease, the Tenant shall maintain in full force and effect a public liability insurance policy for the Premises in amounts not less than those set forth in Section 1.9(a). Such insurance policy shall not name the Landlord as an additional insured.

13.3 Tenant's Personal Property Coverage: Tenant shall be fully responsible for insuring all personal property on the Leased Premises, including, but not limited to, equipment and materials being stored

within the Premises.

13.4 Certificates: Any insuring party shall, upon request, provide an insured party with adequate evidence of the continued existence of applicable insurance coverage by certificate(s) of insurance. Each such certificate shall contain an agreement by the insurer that such insurance coverage shall not be modified or canceled without delivery of at least thirty (30) days' written notice to the insured party.

13.5 Mutual Waiver of Subrogation: Nothing in this Lease shall be construed so as to authorized or permit any insurer of Landlord or Tenant to be subrogated to any right of Landlord or Tenant against the other party arising under this Lease. Landlord and Tenant each hereby release the other to the extent of any perils to be insured against under Section 13.1 of this Lease only, whether or not such insurance has actually been secured, and to the extent of insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party. All insurance policies to be provided under Section 13.1 by either Landlord or Tenant shall contain a provision that they are not invalidated by the foregoing waiver.

14.1 Damage or Destruction:

14.1 Repair and Restoration: In the event that the Premises shall be damaged or destroyed by fire, explosion or other casualty, or by any risk required to be insured against pursuant to Section 13.1 or at law, Tenant promptly shall deliver to Landlord notice thereof. Unless terminated pursuant to Section 14.2, this Lease shall remain in full force and effect, and Landlord, at its sole cost and expense, but with the right to use insurance proceeds to the extent of Landlord's interest therein, shall exercise good faith and diligent efforts promptly to repair the damage or destruction and restore the Premises to substantially that condition existing immediately prior to such damage or destruction. If Tenant remains in occupancy of the Premises, Landlord shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably with the use and occupancy of the Premises by Tenant for the conduct of its business operations. Until the completion of Landlord's repair and restoration pursuant to this Section, Tenant's obligation to pay Rent and other amounts payable by Tenant hereunder shall be abated as of the date of the damage or destruction in proportion to the extent that the value of the Premises for the use and occupancy thereof by Tenant for the conduct of its business operations shall be reduced, as the parties shall agree.

14.2 Rights of Termination: Landlord's and Tenant's respective rights to terminate this Lease upon the occurrence of certain damage or destruction shall be governed as follows:

(a) If the Premises shall be damaged or destroyed to the extent of more than sixty percent (60%) of the full replacement cost thereof, then either Landlord or Tenant may elect to terminate this Lease by delivery of notice to the other within thirty (30) days after the date Landlord or Tenant first learned of such damage or destruction; or

(b) If repair and restoration of any such damage or destruction cannot reasonably be completed within one hundred (100) days after the date of notice to the Landlord of the damage or destruction then Tenant may elect to terminate this Lease by delivery of notice to Landlord within thirty (30) days after the date of such damage or destruction; and

(c) Upon delivery of any notice pursuant to Section 14.2(a) or 14.2(b), and the payment or

assignment to Landlord of insurance proceeds to the extent of Landlord's interest therein, this Lease shall terminate as of the date of the damage or destruction unless otherwise provided in such notice, and Tenant shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of the date of such termination.

15. Eminent Domain:

15.1 Repair and Restoration: In the event that all or any portion of the Premises shall be taken or threatened to be taken under the power of eminent domain or settlement in lieu thereof for any public or quasi-public use, Landlord promptly shall deliver to Tenant notice thereof. Unless terminated pursuant to Section 15.2, this Lease shall remain in full force and effect, and Landlord, at its sole cost and expense, shall exercise good faith and diligent efforts promptly to repair the damage and restore the Premises so as to constitute the remaining portion thereof a complete architectural unit. If Tenant remains in occupancy of the Premises, Landlord shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably or materially with the use and occupancy of the Premises by Tenant for the conduct of its business operations. Until the completion of Landlord's repair and restoration pursuant to this Section, Tenant's obligation to pay Rent and other amounts payable by Tenant hereunder shall be abated as of the effective date of taking of the Premises or portion thereof by the public or quasi-public body in proportion to the extent that the value of the Premises for the use and occupancy thereof by Tenant for the conduct of its business operations shall be reduced, as the parties shall agree.

15.2 Rights of Termination: Tenant shall have the right to terminate this Lease upon the occurrence of a taking under the power of eminent domain or settlement in lieu thereof if, as a result thereof, the Premises no longer shall be fit and suitable for the use and occupancy thereof by Tenant for the conduct of its business operations by reason of a material reduction of any portion of the Leased Premises, in which event Tenant may elect to terminate this Lease by delivery of notice to Landlord within thirty (30) days of the date that Tenant receives written notice of the date on which possession of the Premises or portion thereof shall be required by the public or quasi-public body. If Tenant gives Landlord notice that Tenant elects to terminate this Lease, this Lease shall terminate as of the date on which such possession shall be required by the public or quasi-public body, and Tenant shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of such date of termination.

16. Default; Remedies:

16.1 Tenant's Default: The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of the rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of five (5) days from the date such payment was due following notice thereof by Landlord to Tenant.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or an order for relief shall be entered against Tenant in any proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to discharge any lien placed upon the Premises in violation of Section 41 hereof within thirty (30) days after any such lien or encumbrance is filed against the Premises.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Section 16) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

16.2 Landlord's Remedies:

(a) Upon the occurrence of any such events of default described in Section 16.1 hereof, Landlord shall have the option to pursue any one or more of the following remedies after five (5) days written notice to Tenant:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do, Landlord may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any party thereof without being liable for prosecution or any claim for damages therefor.

(2) Enter upon and take possession of Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part hereof without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor, all without terminating the Lease.

(3) Alter all locks and other security devices at the Premises without terminating this Lease.

(b) In the event Tenant fails to pay any installment of rent hereunder within five (5) days after notice that such installment is past due, Tenant shall pay to Landlord a late charge in an amount equal to five percent (5%) of any late installment under this Lease.

17. Landlord's Default and Tenant's Remedies: Landlord shall be in default of this Lease if Landlord fails to perform any term, condition, covenant or obligation of this Lease on the part of Landlord to be performed within thirty (30) days after the date on which Landlord receives written notice from Tenant by certified or registered mail specifically describing such failure. Tenant may cure such default by Landlord on behalf of, and at the sole cost and expense of, Landlord. Landlord shall reimburse Tenant for its costs and expenses in connection with any such cure within thirty (30) days after Tenant's delivery to Landlord of an invoice therefor, failing which Tenant may offset such costs and expenses against any Rent and other amounts payable by Tenant hereunder.

18. Warranties and Representations:

18.1 Compliance with Laws:

(a) Landlord covenants for the benefit of Tenant that the improvements located

within the Premises or within the building housing a portion of the Premises as well as Landlord's maintenance and repairs under Section 11.1 shall be done in a good and workmanlike manner and substantially comply with all laws, ordinances and requirements, including without limitation the procuring of all building and other permits, licenses, approvals and certificates of occupancy and the observance of applicable building, zoning and other code requirements, of governmental authorities with competent jurisdiction, and notwithstanding any other provision of this Lease to the contrary, if any improvements, alterations or renovations to the Premises shall be required by any law, ordinance or requirement of any governmental authority with competent jurisdiction, then Landlord, at its sole cost and expense, shall perform such improvements, alterations or renovations in a timely manner (unless caused by Tenants use of the premise); provided, however, no alleged violation by Landlord of any such law, ordinance or requirement shall be deemed to constitute a Landlord default, so long as Landlord shall contest, in good faith, the validity of such law, ordinance or requirement or the existence of the alleged violation thereof.

(b) Tenant assumes full responsibility for and covenants for the benefit of Landlord that Tenant's Improvement Work, its maintenance and repairs and its use and occupancy of the Premises for the conduct of its business operations shall comply with all applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction; provided, however, that: (I) no alleged violation by Tenant of any such law, ordinance or requirement shall be deemed to constitute a Tenant Default so long as Tenant shall contest, in good faith, the validity of such law, ordinance or requirement or the existence of the alleged violation thereof; and (ii) Tenant shall not be obligated to incur costs or expenses for improvements, alterations or renovations to the Premises required at any time or from time to time by any applicable law, ordinance or requirement of a governmental authority with competent jurisdiction, unless such improvements, alterations, or renovations specifically relate to Tenant's Use.

18.2 Hazardous and Toxic Conditions:

(a) Landlord represents for the benefit of Tenant that the Premises does not now, and at the Tenant Possession Date will not, contain any material classified as toxic or hazardous under applicable federal, state and local laws, ordinances and requirements of governmental authorities with competent jurisdiction (collectively, a "Hazardous Substance"). If a Hazardous Substance is discovered on the Premises to the extent the condition existed prior to or on the Tenant Possession Date, then Landlord shall promptly give Tenant written notice of such condition and promptly cause such Hazardous Substance to be cleaned up and the Premises brought into compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction. Landlord agrees to indemnify Tenant pursuant to the provisions of Section 20 hereof against any Losses as defined in Section 20 incurred by Tenant arising out of any such toxic or hazardous condition.

(b) Tenant agrees that, except for de minimis amounts of Hazardous Substances brought onto the Premises as necessary to service Tenant's Vehicles or by Tenant's employees in the form of fluid for cigarette lighters and other personal items and Hazardous Substances in the form of products for sale which are handled by Tenant in accordance with all legal requirements, it shall not bring Hazardous Substances onto the Premises nor allow Tenant's employees or business invitees to bring Hazardous Substances onto the Premises. Tenant agrees to indemnify Landlord pursuant to the provisions of Section 20 hereof against any Losses incurred by Landlord arising out of any Hazardous Substance created by Tenant on the Premises or out of any Hazardous Substances brought onto the Premises by Tenant, its employees or business invitees. Tenant shall have the right at any time during the Term of the Lease, to make soil, environmental and other

tests on the Premises, repairing all damages caused by such tests.

18.3 Broker's Commission: Landlord agrees to pay all commissions and/or fees earned by any real estate broker, finder or agent employed by Landlord in connection with this Lease. Tenant agrees to pay all commissions and/or fees earned by any real estate broker, finder or agent employed by Tenant in connection with this Lease of the Premises.

19. Landlord's Right of Entry: Following reasonable notice to Tenant, Landlord may enter upon the Premises as often as Landlord reasonably may deem necessary for the purposes of performing such maintenance and repairs as Landlord reasonably may deem necessary or lawfully may be required to perform, inspecting the Premises, offering the Premises for lease (but only during the period which commences six (6) months prior to the expiration of the then existing Primary Term or Extension Term in the event that Tenant shall not have elected further to extend the Term of this Lease) or offering the Premises for sale. During this period, Landlord shall have the right to display "For Sale" and "For Lease" signs on the Premises. Landlord's right of entry shall be exercised in a manner and during reasonable hours at times such that there shall be no unreasonable or material interference with the use and occupancy of the Premises by Tenant for the conduct of its business operations.

20. Indemnification:

20.1 Tenant Indemnification. Tenant agrees to indemnify and hold Landlord harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of Tenant, under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or misconduct of Tenant, or Tenant's officers, employees, agents, contractors or invitees, except for any such breach, any injury or death or any damage or destruction arising out of, or with respect to, the negligence or misconduct of Landlord, or any of Landlord's officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease.

20.2 Landlord Indemnification. Landlord agrees to indemnify and hold Tenant harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of Landlord under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or misconduct of Landlord or Landlord's officers, employees, agents, contractors or invitees, except for any such breach, any injury or death or any damage or destruction arising out of, or with respect to, the negligence or misconduct of the Tenant or any of Tenant's officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease.

20.3 Conditions; Survival. The indemnification obligations created by this Section 20 shall be expressly conditioned upon the party seeking indemnification (i) delivering to the other party prompt notice of any event giving rise to such indemnification obligation and (ii) providing such other party the opportunity to defend itself from and against any Losses. This indemnification obligations under this Lease shall survive the expiration of the Term of this Lease (or earlier termination of this Lease).

21. Transfers:

21.1 Assignment and Subletting: Tenant shall not assign this Lease nor sublet all or any portion of the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Per Section 1.3(c) herein, Landlord consents to the Tenant subletting approximately 310 sq. ft. of the Leased Premises. Absent the written agreement of Landlord, no assignment of this Lease or subletting of all or any portion of the Premises shall relieve Tenant of any of the terms, conditions, covenants and obligations of this Lease on the part of Tenant to be performed.

21.2 Notice of Sale: In the event that Landlord, at any time on or before the expiration of the Term of this Lease or the earlier termination of this Lease, shall transfer, assign, or otherwise convey to a third party all or any portion of its right, title and interest in and to the Premises, Landlord shall deliver to Tenant notice of the name and address of the purchaser of such right, title or interest at least thirty (30) days prior to the closing of any such transaction.

22. Holding Over: If Tenant shall continue to occupy the Premises after the expiration of the Term of this Lease or the earlier termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to the terms and conditions of this Lease; provided, however, that either party shall have the right to terminate such month-to-month tenancy upon delivery of thirty (30) days' notice to the other and the rent shall be one hundred ten percent (110%) of the rent charged in the last full month before expiration of the term of this Lease or earlier termination of the Lease.

23. Quiet Enjoyment:

23.1 Landlord's Covenant: Landlord covenants and agrees that Tenant shall have the peaceful and quiet possession and enjoyment of the Premises (subject to all mortgages and other matters to which this Lease, is or shall become, subordinate in accordance with the provisions of Section 24) for the conduct of its business operations during the Term of this Lease, without hindrance by Landlord or any party whatsoever.

24. Subordination and Attornment/Estoppel:

24.1 Tenant covenants and agrees, on the terms and conditions provided in this Section, that this Lease shall be subordinate to any institutional mortgage or deed of trust that now or hereafter shall encumber the Premises, provided that each named mortgagee or beneficiary shall execute and deliver to Tenant a non-disturbance, attornment and subordination agreement stating (in addition to other reasonable terms, if any) in substance that (i) if Tenant is not in default hereunder, the right of possession of Tenant to the Premises shall not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise shall be made subject to Tenant's right of possession to the Premises under this Lease; and (ii) Tenant shall attorn to any mortgagee or purchaser at a foreclosure sale (a "Purchaser") upon acquisition of title to the Premises by a mortgagee or Purchaser and notice to Tenant therefor, and this Lease shall continue in full force and effect between Tenant and such mortgagee or Purchaser. Upon Tenant's receipt and approval of such non-disturbance/attornment agreement from a mortgagee or beneficiary from time to time, Tenant covenants and agrees to attorn to such mortgagee or beneficiary upon foreclosure.

24.2 In the event that estoppel certificates now or hereafter may be required by any mortgagee or beneficiary of any mortgage or deed of trust, respectively, encumbering the Premises, Tenant further covenants and agrees to execute certificates containing the substance of the following statements (together with other reasonable terms, if any): (i) that the copy of the Lease attached to the certificate is a true and complete copy of the Lease and there are no amendments, modifications or alterations of the Lease, except as stated; (ii) that the Premises required to be furnished under the Lease have been completed in accordance therewith, the date on which Tenant accepted possession of such Premises and that Tenant now occupies the same; (iii) that Tenant began paying monthly installments of rent under the Lease on a given date and no such installment has been paid more than one month in advance; and (iv) that the Lease is in full force and effect, and, except as noted, there exists, to Tenant's knowledge, no defense or offset to enforcement of the Lease by Landlord, and, to Tenant's knowledge, Landlord is not in default under the Lease.

25. **Surrender of Premises:** Upon the expiration of the Term of this Lease or the earlier termination of this Lease, Tenant shall deliver up and surrender the Premises to Landlord in as good order and condition as upon the Tenant Possession Date, subject to Tenant's improvements, alterations and renovations to the Premises, including without limitation Tenant's Improvement Work, normal wear and tear, damage by fire, explosion or other casualty, repairs and restoration for which Tenant shall not be responsible hereunder and Tenant's removal of its trade fixtures.

26. **Notices; Computation of Time:** For the purposes of all other notices and communications between the parties, the addresses of Landlord and Tenant shall be as shown in Sections 1.1 and 1.2 herein.

Any notices and other communications to be delivered by either party to the other pursuant to this Lease shall be in writing and shall be deemed delivered as follows, except as otherwise specifically provided in this Lease: (a) when hand delivered; (b) one (1) business day after mailing by Federal Express or other overnight courier service; or (c) three (3) business days after deposit (or, in the case of any notices sent by Tenant to Landlord for the purpose of exercising rights of first refusal and rights and options to extend the Primary Term or any Extension Term, to lease any additional portion of the Premises or to purchase any portion of the Premises or Landlord's right, title and interest therein), upon deposit in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be charged with notice at the above-recited address or the above-recited telecopier number or such other address or telecopier number as either party from time to time may designate by notice delivered to the other; provided, however, that no notice of change of address or telecopier number shall be deemed given until received by the party to be notified. Except as otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

27. **Entire Agreement; Amendments:** This Lease contains the entire agreement between the parties, and no promise, representation, warranty, covenant, agreement or understanding not specifically set forth in this Lease shall be binding upon, or inure to the benefit of, either party. This Lease may not be amended, altered, modified or supplemented in any manner except by an instrument in writing duly executed by the parties.

28. **Governing Law; Interpretation:** This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises shall be located. The fact that this Lease shall have been prepared by the attorney for either Landlord or Tenant shall not be used to construe or interpret this Lease for or against either party; the parties intend that the provisions of this Lease shall be given their fair meaning and no court shall construe this Lease more stringently against one party than against the other.
29. **Authority; Binding Effect:** If Landlord or Tenant shall be a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.
30. **No Waiver:** The failure of Landlord or Tenant to insist upon strict performance of any of the terms, conditions, covenants and obligations contained in this Lease shall not be deemed a waiver of any rights or remedies for any subsequent breach or default in the terms, conditions, covenants and obligations herein contained.
31. **Recording:** If Landlord or Tenant requests, the parties shall execute and acknowledge a short form for recording purposes, which short form of lease shall be recorded at the expense of the party requesting the same, which party shall pay any documentary transfer tax or other special tax or assessment associated with, or triggered by, such recording.
32. **Signs:** Tenant shall have the right to erect signage with the prior written approval of the Landlord which shall not be unreasonably withheld.
33. **Incorporation of Exhibits:** Each of the attached Exhibits hereby is incorporated in and made a part of this Lease as if set forth herein. In the event of any conflict between the body of this Lease and the provisions set forth in the Exhibits, the provisions set forth in the Exhibits shall be deemed to control.
34. **Section Headings:** The Section headings hereof are intended for convenience and reference purposes only and shall not be used to construe or interpret this Lease.
35. **Severability:** If any provision of this Lease shall be determined by any court to be invalid, illegal or unenforceable to any extent, then the remainder of this Lease shall not be affected, and this Lease shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Lease.
36. **Transmittal:** Submission of this Lease for examination, even though executed by Landlord or Tenant, shall not bind the other party in any manner, and no lease or other obligation on the part of either party shall arise until this Lease shall be executed and delivered by the parties, each to the other.
37. **Additional Actions and Documents:** Landlord and Tenant hereby agree to exercise their best efforts to obtain, execute, deliver and file, or cause to be obtained, executed, delivered and filed, as the case may be, such additional documents, instruments and consents as may be necessary, or as reasonably may be requested by either party, and to take such further action as may be necessary, or as reasonably may be requested by either party, at the sole cost and expense of the requesting party, in order fully to effectuate the terms and conditions of this Lease.

38. **Counterparts:** This Lease may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

39. **Mechanic's Liens and Tenant's Personal Property Taxes:**


39.1 Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Landlord in the Premises or to set off the rentals payable hereunder against any claim in favor of any person dealing with Tenant, including those who may furnish materials to perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with work performed by Tenant on the Premises (Tenant is not responsible or liable for sums which represent an obligation of Landlord under this Lease) on which any lien is or can be validly and legally asserted against the Premises or the improvements thereon. Tenant will save and hold Landlord harmless from any and all loss, cost or expenses based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease, if such asserted claims or liens are a result from, through or under Tenant (including, without limitation, Tenant's performance of Tenant's Improvement Work or Tenant's performance of its obligations under this Lease), and in such event, Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises.

39.2 Tenant shall be liable for and promptly pay when due all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay the Landlord upon demand that part of such taxes.

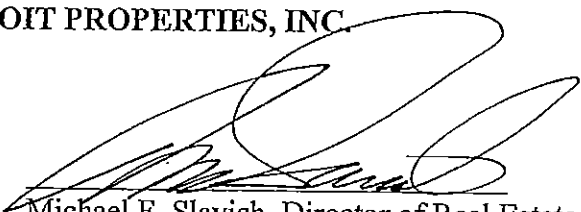
IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by each of their respective authorized representatives as of the day and year first above written.

Signed and acknowledged in the presence "LANDLORD"
of:

BELOIT PROPERTIES, INC.

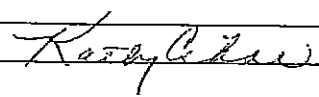

Name: Heidi Gryn

By:

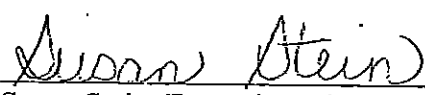

Its: Michael F. Slavish, Director of Real Estate

"TENANT"

NUTRITION & HEALTH ASSOCIATES, INC.


Name: Kathy Gryn

By:


Its: Susan Stein, Executive Director