

MEMORANDUM OF UNDERSTANDING

Between

Sauk County Health Department (SCHD)

And

Sauk County Sheriff's Department (SCSD)

1. Purpose

Wis. Adm. Code DOC ch. 350, Jails, requires an annual inspection of all full-production and service kitchens in a jail by a qualified, independent outside source documenting that the food service area meets health and safety codes. SCHD and SCSD enter into this Memorandum of Understanding in order to coordinate such inspections and to assist SCSD in complying with DOC 350.11.

2. Agency Authority

2a. SCSD may contract for services provided under Wis. Stat. § 66.0301.

2b. Under the full agent contract with the Department of Agriculture, Trade and Consumer Protection, SCHD has contracting authority to take such actions as it deems necessary to accomplish the general purpose of the agent contract.

3. Applicability

3a. This MOU applies to Sauk County Jail, operated by SCSD. Inspections shall be limited to areas where food is received, stored, prepared, and served.

3b. This MOU will not supersede established DOC 350, ATCP 75, ATCP 75 Appendix, or any other statutory or administrative rule requirements.

3c. This MOU is intended to fulfill DOC 350.11: (3). The annual inspection report provided will contribute supporting documentation of compliance status observed on the day of inspection for the following sections: DOC 350.11(5),(7),(8),(11),(12),(13),(16),(17),(18),(19). The remaining sections of DOC 350.11 are not addressed by SCHD under this MOU.

3d. Inspections will be conducted based on food safety only, and will not evaluate nutritional or dietary components of food served.

4. Licensure Considerations

4a. SCHD inspects and issues permits for restaurants under Wis. Stat. ch. 254, subch. VII, Wis. Adm. Code ATCP 75, and ATCP 74. ATCP 75 currently defines "general public" to exclude jail inmates. Whereas ATCP 75 exempts from licensing as a restaurant any facility not serving the general public, jails are not subject to licensure so long as meals are served exclusively to inmates.

5. Responsibilities of SCSD

- 5a. SCSD shall be responsible for paying the fee for inspection by June 30 for the upcoming fiscal year (July 1, 2024~~2~~- June 30, 2025~~3~~).
- 5b. SCSD shall be responsible for verifying and enforcing health and safety code compliance by third party agencies with which SCSD contracts for services.
- 5c. SCSD shall arrange for the inspection to be completed during meal prep and/or service times.
- 5d. SCSD shall take all necessary steps to reasonably ensure the safety of SCHD inspectors in a jail setting, to include, but not limited to, escorting the inspector to the jail area, and assigning qualified staff to remain with inspector in the presence of inmates.

6. Responsibilities of SCHD

- 6a. SCHD shall assess a fee for each annual inspection completed under this agreement. Fees for the inspection of food preparation areas shall be consistent with the licensing fees of full service “moderate” restaurants outlined in the Sauk County Environmental Health Licensure Year Rates.
- 6b. SCHD will conduct a minimum of one complete inspection based on ATCP 75 and ATCP 75 Appendix (Wisconsin Food Code) requirements for the fiscal year of July 1st, 2024~~2~~-June 30th, 2025~~3~~. SCHD will conduct inspections during meal preparation and/or meal service time to determine if food is being handled and prepared in a manner consistent with proper food safety procedures.
- 6c. SCHD will complete a written report for each jail food service facility inspection and provide a copy to the jail captain within five business days of the inspection.
- 6d. SCHD will provide the inspection reports to SCSD upon completion.
- 6e. SCHD will provide, to the extent that resources are available, assistance in implementing corrective actions. SCHD will recommend corrective actions in the report based on ATCP 75, the Wisconsin Administrative Code for food service operations, and ATCP 75 Appendix, Wisconsin Food Code.
- 6f. SCHD will maintain current records plus the previous three years of all jail food service inspection records, which have been completed by SCHD. Records shall include the name and address of the jail food service facility; name of person in charge of food service on premises at time of inspection; and inspection findings.
- 6g. SCHD will ensure that inspections are completed by staff determined to be qualified to conduct regulatory inspections of food service establishments under ATCP 74.05.

7. Investigation of Complaints against Jail Food Service Operations

- 7a. Complaints received by SCHD regarding any jail inspected under this agreement shall be forwarded to the jail captain. The jail captain may request assistance in investigating the complaint from SCHD with no additional fee. SCHD will document findings of all onsite visits through the use of an electronic inspection report.

8. Records Requests

- 8a. Inspection reports, although maintained by SCHD, shall not be released to any person or agency except for designated SCSD and Wisconsin Department of Corrections representatives. Any other records requests received will be referred to SCSD.

9. Conflict Resolution

- 9a. In the event of a conflict resulting from the application of this MOU or an inspection conducted by SCHD, an opinion request will be submitted to Sauk County Corporation Counsel for advisement on how to proceed. SCHD may contact the Wisconsin Department of Health Services for supporting documentation. SCSD may contact the Wisconsin Department of Corrections for supporting documentation.

10. Revisions

- 10a. The agencies may, at any time, amend this agreement or replace it with a MOU signed by the both agencies.

11. Cancellation

- 11a. SCSD and SCHD intend to fulfill obligations under this agreement. SCSD or SCHD may terminate this agreement upon 30 days advance written notice to the other party.

12. Liability and indemnification.

- 12a. SCSD agrees to defend and indemnify SCHD against any claims, demands or suits of whatsoever nature that may arise exclusively from the operations of SCSD.

12. Signatures

The undersigned, as representative of their agencies, hereto agree to this Memorandum of Understanding.

Sauk County Sheriff's Department

Sauk County Health Department

Dated: 1/8/24

By: 

Richard Meister
Sheriff
~~Manager~~ Administrator
County

Dated: _____

By: _____

~~Steve Lisser~~ Brent Miller
~~Environmental Health~~

~~Sauk County Health Department~~ Sauk