

**LINCOLN COUNTY BOARD OF HEALTH MEETING**  
**Lincoln County Service Center, 801 N. Sales Street, Merrill WI 54452**  
**Wednesday, June 21, 2023 at 4:00 p.m.**  
**Rooms 247/248**  
**Via Teleconference and In-Person Attendance**

Electronic Attendance Available: Persons wishing to attend the meeting electronically may enter the meeting beginning ten minutes prior to the start time indicated above using the following number or address:

Conference Call: (US) +1 260-782-6586  
Access Code PIN: 895 590 116#  
Meeting ID: meet.google.com/jzy-xiai-hru

The teleconference cannot start until the host (county clerk) dials in and enters the host password. In the event there is an unforeseen technical difficulty that prevents all or a part of the meeting from being available electronically, the meeting will continue in person and those wishing to attend can appear in person at the location indicated in this agenda.

All public participants' phones, microphones and chat dialog boxes will be muted or disabled during the meeting. If "public comment" appears on the agenda, before the meeting is called to order, the clerk will ask teleconference attendees whether any public comment is being offered. When called upon by the clerk or chair, any person offering public comment should state their name and comments.

**AGENDA**

1. Call to Order and Introductions
2. Public Comment
3. Approve Minutes of Previous Meeting
4. Q & A on Written and Financial Report
5. Approval of Timesheets 5/1/23 to 6/11/23
6. 140 Review Overview
7. Approval of Board of Health Ordinance Revision 2023
8. Approval of Employee FDA Grant Meal Reimbursement
9. Approval - Public Health Mutual Aid Agreement
10. Approval - UW Eau Claire Memorandum of Understanding
11. Agenda Items and Next Meeting
12. Adjourn

**Distribution:**

Mike Loka (chair), Julie Allen, Steve Osness, Laurie Thiel, Angela Cummings, Susan Weith, Dr. Michael Clark, and Brenda Mueller.

Administrative Coordinator

Other County Board Supervisors

Department Heads

**Posted on:** \_\_\_\_\_ **at:** \_\_\_\_\_ **a.m./p.m. by:** \_\_\_\_\_

**While there may be a quorum of the following committees present, no committee business will be conducted at this meeting: Law Enforcement, EMS, Judicial and Emergency Management.**

**Requests for reasonable accommodations for disabilities or limitations should be made prior to the date of this meeting. Please contact the County Clerk at 715-539-1019 or [chris.marlowe@co.lincoln.wi.us](mailto:chris.marlowe@co.lincoln.wi.us) as early as possible so that proper arrangements can be made. Requests are kept confidential.**

#### GENERAL REQUIREMENTS:

1. Must be held in a location which is reasonably accessible to the public.
2. Must be open to all members of the public unless the law specifically provides otherwise.

#### NOTICE REQUIREMENTS:

1. In addition to any requirements set forth below, notice must also be in compliance with any other specific statute.
2. Chief presiding officer or his/her designee must give notice to the official newspaper and to any members of the news media likely to give notice to the public.

#### MANNER OF NOTICE:

Date, time, place, and subject matter, including subject matter to be considered in a closed session, must be provided in a manner and form reasonably likely to give notice to the public.

#### TIME FOR NOTICE:

1. Normally, a minimum of 24 hours prior to the commencement of the meeting.
2. No less than 2 hours prior to the meeting if the presiding officer establishes there is a good cause that such notice is impossible or impractical.

#### EXEMPTIONS FOR COMMITTEES AND SUB-UNITS:

Legally constituted sub-units of a parent governmental body may conduct a meeting during the recess or immediately after the lawful meeting to act or deliberate upon a subject which was the subject of the meeting, provided the presiding officer publicly announces the time, place, and subject matter of the sub-unit meeting in advance of the meeting of the parent governmental body.

#### PROCEDURE FOR GOING INTO CLOSED SESSION:

1. Motion must be made, seconded, and carried by roll call majority vote and recorded in the minutes.
2. If motion is carried, chief presiding officer must advise those attending the meeting of the nature of the business to be conducted in the closed session, and the specific statutory exemption under which the closed session is authorized.

#### STATUTORY EXEMPTIONS UNDER WHICH CLOSED SESSIONS ARE PERMITTED:

1. Deliberation of judicial or quasi-judicial matters. Sec. 19.85(1)(a)
2. Considering dismissal, demotion, or discipline of any public employee or the investigation of charges against such person and the taking of formal action on any such matter; provided that the person is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action is taken. The person under consideration must be advised of his/her right that the evidentiary hearing be held in open session and the notice of the meeting must state the same. Sec. 19.85(1)(b).
3. Considering employment, promotion, compensation, or performance evaluation data of any public employee. Sec. 19.85(1)(c).
4. Considering strategy for crime detection or prevention. Sec. 19.85(1)(d).
5. Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Sec. 19.85(1)(e).
6. Considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of specific charges, which, if discussed in public would likely have an adverse effect on the reputation of the person referred to in such data. Sec. 19.85(1)(f).
7. Conferring with legal counsel concerning strategy to be adopted by the governmental body with respect to litigation in which it is or is likely to become involved. Sec. 19.85(1)(g).
8. Considering a request for advice from any applicable ethics board. Sec. 19.85(1)(h).

#### CLOSED SESSION RESTRICTIONS:

1. Must convene in open session before going into closed session.
2. May not convene in open session, then convene in closed session and thereafter reconvene in open session with twelve (12) hours unless proper notice of this sequence was given at the same time and in the same manner as the original open meeting.
3. Final approval or ratification of a collective bargaining agreement may not be given in closed session.

#### BALLOTS, VOTES, AND RECORDS:

1. Secret ballot is not permitted except for the election of officers of the body or unless otherwise permitted by specific statutes.
2. Except as permitted above, any member may require that the vote of each member be ascertained and recorded.
3. Motions and roll call votes must be preserved in the record and be available for public inspection.

#### USE OF RECORDING EQUIPMENT:

The meeting may be recorded, filmed, or photographed, provided that it does not interfere with the conduct of the meeting or the rights of the participants.

#### LEGAL INTERPRETATION:

1. The Wisconsin Attorney General will give advice concerning the applicability or clarification of the Open Meeting Law upon request.
2. The municipal attorney will give advice concerning the applicability or clarification of the Open Meeting Law upon request.

#### PENALTY:

Upon conviction, any member of a governmental body who knowingly attends a meeting held in violation of Subchapter IV, Chapter 19, Wisconsin Statutes, or who otherwise violates the said law shall be subject to forfeiture of not less than \$25.00 nor more than \$300.00 for each violation.

LINCOLN COUNTY BOARD OF HEALTH  
LINCOLN COUNTY SERVICE CENTER, ROOMS 247/248  
MAY 17, 2023 4:00 PM  
MEETING MINUTES

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**MEMBERS PRESENT:** Mike Loka (Chair), Laurie Thiel, Sue Weith, Julie Allen (virtual), Steve Osness (virtual), Brenda Mueller (virtual), Dr. Michael Clark (virtual)

**MEMBERS ABSENT:** Angela Cummings (excused)

**GUEST:** Lexi Buntrock

**DEPARTMENT HEAD:** Shelley Hersil

1. **Call to Order:** Loka called the meeting to order at 4:00 p.m.
2. **Public Comment:** None.
3. **Approval of Minutes of Previous Meeting:** Motion to approve minutes of the previous meeting by Thiel, 2<sup>nd</sup> by Weith. All ayes, motion carried.
4. **Q & A on Written Report and Financial Reports:** Current budget looks to be in good shape. Reports reviewed and placed on file.
5. **Approval of Timesheets: April 3 -2023 – May 1, 2023:** Motion by Thiel, 2<sup>nd</sup> by Weith to approve timesheets. All ayes, motion carried.
6. **Maternal Child Health Program – Lexi Buntrock – Public Health Educator:** Buntrock gave a review of the Family Health Services that are available- Maternal, Child, & Family Health (MCH), Parenting Support Network (PSN) Group, Seal-A-Smile (SAS), Cribs for Kids and Health Check/Dental Check.
7. **Reorganization of the Health Department –** Shelley will draft a proposal for wage increases for the next meeting. She will also check to see if anything can/will be covered by grant funds.
8. **Approval of 2024 Budget:** Motion by Loka, 2<sup>nd</sup> by Weith to approve the budget and send to Finance. All ayes, motion carried.
9. **Approval of the Opioid Grant Coordinator LTE-** this has been approved by A&L there is also an approved grant – 1200 hours then there will be an evaluation. Motion by Loka, 2<sup>nd</sup> by Weith to approve position– all ayes motion carried.
10. **Assembly bill 245 Discussion and Possible Action –** local ordinance needs to be in place and would be helpful. Shelley will draft a resolution for the next meeting
11. **Next Meeting:** Wednesday, June 21, 2023, at 4:00 p.m.
12. **Adjourn:** Motion made by Loka, 2<sup>nd</sup> by Thiel to adjourn. All ayes, motion carried. Meeting adjourned at 4:50 p.m.

Minutes submitted by Laurie Thiel

## Board of Health Written Report May 10 to June 12 2023

### Director Meeting Highlights

Meeting(s)	Date	Location/Notes
WALHDAB Conference	5/23-5/25	Virtual
Public Health Training Conference	6/5 – 6/7/23	Virtual
Nutrition Action Planning Committee	6/12/23 and 6/15/23	Onsite

### Operations

Staff Recruitment	Date Vacant	Progress
Public Health Nurse Position	8/22	- Position posted at Step 5
Community Health Planner Part Time (16-20 hours) LTE	New Position	- Posted March 2023
Reposted Environmental Health Technician	5/10/23	- Looking at revising posting
Posted Opioid Grant Coordinator	New position	- Posted 6/15/23

### Environmental Health

- From May 11 - Today we have had 9 pre-inspections (5 Retail, 3 TRH and 1 Campground)
- 2 Complaints - Super-Walmart and Pine Point Campground
- HHH Complaints - N11381 Half Moon Lake Road with garbage piled up in the year/rodents has been resolved.
- Currently we are at 415 licenses - Tomahawk Foods and Hardees are the most recent closures along with a handful of TRH's.

### Community Health Improvement Plan

- **183 lock boxes** distributed to date. Each box contains a postcard with information on permanent medication drop boxes in Lincoln County as well as a 988 crisis line magnet with a link to the Healthy Minds Mental Health & Substance Use Resource Guide.
- **328 medication disposal pouches** distributed to date. Each pouch includes a factsheet on how to use the disposal pouch.
- Organizations that have received items include: Aspirus Merrill Hospital, Aspirus Merrill Clinic, Marshfield Clinic Merrill, Tomahawk Pharmacy, North Central Health Care, Probation & Parole, Merrill Fire Department, Sheriff's Office, Tomahawk Senior Center, Social Services, Kinship of Tomahawk, Childrens WI, Tomahawk School District, Our Sister's House, T.B. Scott Library, Tomahawk Library, Health Department, Community Event/Programs. Have reached out to other organizations, but awaiting reply or not interested.

### Assembly Bill 245 and Senate Bill 301 Update

#### Legislature Considers Bills Changing Local Health Officer Authority

Assembly Bill 245 – included a provision that limited a local health officer from temporarily closing a business “...in order to control an outbreak or epidemic of communicable disease for longer than 14 days...” This bill would also allow a local governing body (e.g., county board, common council) to vote with a simple majority to extend such a health

order in 14-day increments. On May 17, Assembly Republicans introduced an amendment to this bill that makes changes to various parts of the bill, including the following changes to the local health officer authority provision: Increases the amount of time a local health officer may close a business due to communicable disease from 14 days to 30 days. After the initial 30-day closure decided upon by a local health officer, the local governing body may vote to approve one 30-day extension. This was also increased from 14 days. No further extensions are allowed, however. The local governing body will still be able to approve the second 30-day closure by a simple majority vote – no supermajority vote will be required, as was the case in an earlier version. Language was also added that any mandate to close more than one business “may not distinguish between essential and nonessential businesses.”

While these changes are an improvement, WPHA and WALHDAB are still concerned that the legislature is attempting to place a limitation on how long local health orders may be put in place. The Wisconsin State Assembly passed Assembly Bill 245, as modified by this amendment, on a partisan basis - by a vote of 56-36 – on the evening of May 17.

On May 18, Senate Republicans introduced their version of shared revenue legislation – Senate Bill 301. This bill includes the “original” language that limits local health officers from closing businesses for longer than 14 days and would allow local governing bodies to vote with a simple majority to extend such closures in 14-day increments (with no limit). On the same date, the Senate

On May 23, the Senate Committee on Shared Revenue, Elections and Consumer Protection held a public hearing on Senate Bill 301. WPHA submitted written testimony at this hearing requesting that the local health officer provision be removed from Senate Bill 301. Due to the legislative calendar, the full Senate will not be able to vote on this – or any other - legislation any earlier than June 6.

# Lincoln County Seal-A-Smile Program Annual Report 2022-2023

## Making a Difference One Smile at a Time

The 2022-2023 School Year marks the 11th year Lincoln County Health Department (LCHD) has been part of the Wisconsin Seal-A-Smile Program, which is one of the nation's premier school-based dental sealant programs. Lincoln County Seal-A-Smile Program focuses on children in 2nd through 8th grade. Dental sealants are quick, easy and painless way to prevent most cavities children get and they can be applied at the child's school through this program. This program is



made possible through a collaboration of several partners; Lincoln County Health Department, Children's Health Alliance of Wisconsin, Aspirus Merrill Hospital and Merrill Area Public Schools.

Fluoride varnish helps prevent around  
25% of cavities

Dental sealants prevent 80% of cavities  
in back teeth, where 9 in 10 occur

## What this Program Offers Families

The Seal-A-Smile Program allows children to receive the following preventative oral health services: fluoride varnish (average of \$46 per varnish), dental sealants (average of \$73 per sealant), and an oral exam (average of \$65), all done at school by a registered dental hygienist, at no charge. If time allows, a second fluoride varnish is applied. This school year, we applied second fluoride varnishes at Kate Goodrich and Washington Elementary schools. Elementary students get an average of 2-4 sealants, due to having only a couple of molars exposed, while a middle school child could get an additional 12 sealants, if their 12 year molars and premolars have come in. Children who participate in the program will also receive a toothbrush, toothpaste, tooth brushing instructions and oral health education, and a letter sent home explaining what services were done and suggestions for further treatment if needed. This year resulted in \$71,660 saved in preventative services; and this does not include the savings to families for missed work and school because of dental needs.

**384**  
fluoride  
varnish  
applications

**716**  
total teeth  
sealed

**\$71,660** in preventative dental care provided

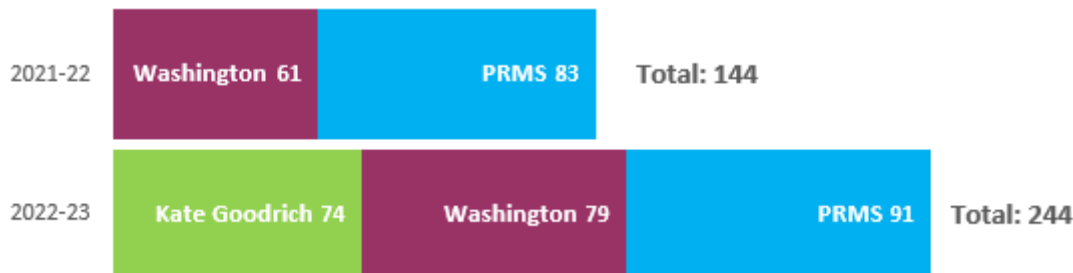
## Program Update

This school year we added online consent forms, in addition to our former hardcopy. Having both options has increased the number of consent forms returned. In addition, the Lincoln County Health Department has been reaching out to local dental offices to gain information on what kind of insurance they accept, if they are accepting patients, and if they would be a referral source for our students with urgent decay.

# Lincoln County Seal-A-Smile Program Statistics 2022-2023

The data below shows the program summary for the Lincoln County Seal-A-Smile program for the 2022-2023 school year. This school year we were able to add Kate Goodrich (2nd grade) back, while continuing to serve Washington Elementary School (grades 3rd—4th) and Prairie River Middle School (PRMS) (grades 5th—8th) again. 91% (83) of the 91 PRMS students were retention checks (seen last school year). For some students, this may be the first time they are seen by a hygienist ever. For our 2nd graders at Kate Goodrich, this was the first time they were served by this program; 18.8% (13) of them experienced urgent decay, which is higher than our local program’s average, being around 5%.

## Total Number of Students who Participated in the Seal-A-Smile Program by School Year



### Breakdown by School and Year:

	Kate Goodrich	Washington		Prairie River Middle School	
	2022-23	2021-22	2022-23	2021-22	2022-23
Number of Students Sealed	69	61	76	83	87
Number of Students with Treated and Untreated Decay	71% (49)	55.7% (34)	64.5% (49)	59% (49)	54% (47)
Number of Students Referred for Urgent Dental Care	18.8% (13)	6.6% (4)	10.5% (8)	3.6% (3)	1.2% (1)
Number of Students Referred for General Dental Care	37.7% (26)	29.5% (18)	36.8% (28)	30.1% (25)	27.6% (24)

## Need for Oral Health Prevention Services

- There currently are no dental clinics in Lincoln County who specifically treat Medicaid/Badger Care Patients. Many dental clinics in Lincoln County have long wait times or minimal openings.
- 52% of 3rd graders in Wisconsin have treated decay, while 18.4% have untreated decay. (2017-2018 DHS)
- Children with poor oral health were nearly 3x more likely to miss school due to dental pain. (American Journal of Public Health 2011).
- Research shows 75% of teeth that are sealed remain cavity-free, compared to less than 25% of teeth without dental sealants. (Children's Health Alliance of Wisconsin)



## Acknowledgements

Children’s Health Alliance of Wisconsin  
 Aspirus Merrill Hospital  
 Merrill Area Public Schools  
 Lincoln County Health Department  
 Dental Hygienists: Dani Miles & Vicky Rice

Lincoln County Health Department Seal-A-Smile Program

For more information, please contact:

Lexi Buntrock (715) 539-1374 [lexi.buntrock@co.lincoln.wi.us](mailto:lexi.buntrock@co.lincoln.wi.us)



LINCOLN COUNTY  
HEALTH DEPARTMENT  
YEAR TO DATE BUDGET REPORT  
FOR 2023 5

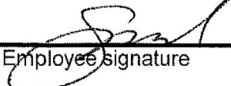
ACCOUNT		ORIGINAL BUDGET	REVISED BUDGET	YTD 2023 REVENUE	YTD 2023 EXPENDITURES	AVAILABLE BUDGET	PERCENT USED
23000054.461900	FOOT CARE REVENUES	10,080.00	10,080.00	2,012.00		8,068.00	20.0%
23000054.465910	HEALTH DEPT PUBLIC CHARGES	24,736.00	24,736.00	2,018.30		22,717.70	8.2%
23000054.473500	PRSYL SERVICES	6,500.00	6,500.00	2,377.00		4,123.00	36.6%
23000054.473510	MAPS SCHOOL SERVICES	115,104.00	115,104.00	51,157.32		63,946.68	44.4%
23000054.474000	INTER DEPT SERVICES	96,192.00	96,192.00	32,136.00		64,056.00	33.4%
23000054.485000	IMMUNIZATION DONATIONS	1,500.00	1,500.00	790.00		710.00	52.7%
23000054.511000	PUBLIC HEALTH SALARY	582,581.00	582,581.00		175,530.29	407,050.71	30.1%
23000054.520000	PUBLIC HEALTH FRINGE	233,126.00	233,126.00		61,213.62	171,912.38	26.3%
23000054.531010	AUDITING SERVICES	1,300.00	1,300.00		0.00	1,300.00	0.0%
23000054.531320	CONTRACTED SERVICES	221.00	221.00		227.50	(6.50)	102.9%
23000054.551000	LIABILITY INSURANCE	7,300.00	7,300.00		0.00	7,300.00	0.0%
23000054.552001	PUBLIC HEALTH TELEPHONE	3,500.00	3,500.00		1,369.82	2,130.18	39.1%
23000054.554001	PRINTING ALLOCATION	2,500.00	2,500.00		484.04	2,015.96	19.4%
23000054.555000	PUBLIC HEALTH TRAVEL/TRAINING	4,500.00	4,500.00		2,223.68	2,276.32	49.4%
23000054.561100	PUBLIC HEALTH OFFICE SUPPLIES	7,000.00	7,000.00		1,257.86	5,742.14	18.0%
23000054.561101	PUBLIC HEALTH POSTAGE	1,500.00	1,500.00		253.07	1,246.93	16.9%
23000054.561214	PUBLIC HEALTH VACCINE	10,500.00	10,500.00		266.67	10,233.33	2.5%
23000054.570000	STATE GRANT OPERATIONS	0.00	0.00		0.00	0.00	100.0%
23000054.571000	FOOT CARE OPERATIONS	300.00	300.00		5.52	294.48	1.8%
23000060.411000	HEALTH DEPT TAX LEVY	563,054.00	563,054.00	563,054.00		0.00	100.0%
23000054.435500.10119	HEALTH CHECK	4,000.00	4,000.00	165.61		3,834.39	4.1%
23000054.435500.10120	STATE HEALTH	25,600.00	25,600.00	8,787.00		16,813.00	34.3%
<b>PUBLIC HEALTH TOTALS</b>				<b>662,497.23</b>	<b>242,832.07</b>		
23000054.435510.10120	PREVENTION GRANT REVENUE	6,165.00	6,165.00	2,211.00		4,386.00	35.2%
23000054.511000.10120	PREVENTION GRANT WAGES				1,720.02	0.00	100.0%
23000054.520000.10120	PREVENTION GRANT FRINGE				491.40	0.00	100.0%
23000054.571002.10120	PREVENTION GRANT OPERATIONS	6,165.00	6,165.00		0.00	6,165.00	0.0%
<b>PREVENTION TOTALS</b>				<b>2,211.00</b>	<b>2,211.42</b>		
23005554.461900	WATER LAB TESTING REVENUE	0.00	0.00	3,895.00		(3,895.00)	100.0%
23005554.560000	ENVIRONMENTAL HEALTH OFFICE	800.00	800.00		130.57	669.43	16.3%
23005554.571000	WATER LAB OPERATIONS	0.00	0.00		2,955.08	(2,955.08)	100.0%
<b>ENVIRONMENTAL HEALTH TOTALS</b>				<b>3,895.00</b>	<b>3,085.65</b>		
23005654.435500.20100	COMMUNICABLE DISEASES GRANT	3,800.00	3,800.00	1,936.00		1,864.00	50.9%
23005654.511000.20100	COMMUNICABLE DISEASES WAGES	2,700.00	2,700.00		1,377.44	1,322.56	51.0%
23005654.520000.20100	COMMUNICABLE DISEASES FRINGE	1,100.00	1,100.00		559.23	540.77	50.8%
23005654.560000	CLINIC SUPPLIES	2,000.00	2,000.00		68.00	1,932.00	3.4%
<b>COMMUNICABLE DISEASES TOTALS</b>				<b>1,936.00</b>	<b>2,004.67</b>		
23005754.485000	TOBACCO GRANT	2,500.00	2,500.00	750.00		1,750.00	30.0%
23005754.511000.10121	TOBACCO GRANT SALARY	1,595.00	1,595.00		759.27	835.73	47.6%
23005754.520000.10121	TOBACCO GRANT FRINGE	780.00	780.00		296.36	483.64	38.0%
23005754.554001.10121	TOBACCO GRANT PRINTING	75.00	75.00		3.27	71.73	4.4%
23005754.570000.10121	TOBACCO GRANT OPERATIONS	50.00	50.00		0.00	50.00	0.0%
<b>TOBACCO TOTALS</b>				<b>750.00</b>	<b>1,058.90</b>		
23006954.435500.10128	PREPAREDNESS GRANT REVENUE	40,953.00	40,953.00	14,919.00		26,034.00	36.4%
23006954.511000.10128	PREPAREDNESS SALARY	28,648.00	28,648.00		13,498.05	15,149.95	47.1%
23006954.520000.10128	PREPAREDNESS FRINGE	6,805.00	6,805.00		2,315.52	4,489.48	34.0%
23006954.554001.10128	PREPAREDNESS PRINTING	300.00	300.00		4.54	295.46	1.5%
23006954.555000.10128	PREPAREDNESS TRAVEL/TRAINING	2,000.00	2,000.00		1,025.00	975.00	51.3%
23006954.570000.10128	PREPAREDNESS OPERATIONS	3,200.00	3,200.00		226.56	2,973.44	7.1%
<b>PUBLIC HEALTH PREPAREDNESS TOTALS</b>				<b>14,919.00</b>	<b>17,069.67</b>		
23027854.465900	SEAL A SMILE REVENUE	15,814.00	15,814.00	9,522.33		6,291.67	60.2%
23027854.465916	DENTAL HEALTH (MA)	2,500.00	2,500.00	2,206.41		293.59	88.3%
23027854.511000	ORAL HEALTH SALARY	4,550.00	4,550.00		1,682.50	2,867.50	37.0%
23027854.520000	ORAL HEALTH FRINGE	552.00	552.00		128.73	423.27	23.3%
23027854.570000	SEAL A SMILE OPERATIONS	350.00	350.00		54.15	295.85	15.5%
23027854.571000	DENTAL HEALTH OPERATIONS	2,500.00	2,500.00		7.99	2,492.01	0.3%
<b>ORAL HEALTH TOTALS</b>				<b>11,728.74</b>	<b>1,873.37</b>		
23008454.435500.10173	ENHANCE DETECTION REVENUE	0.00	0.00	18,004.00		(18,004.00)	100.0%
23008454.511000.10173	ENHANCE DETECTION SALARY	0.00	0.00		16,364.28	(16,364.28)	100.0%
23008454.520000.10173	ENHANCE DETECTION FRINGE	0.00	0.00		3,047.01	(3,047.01)	100.0%
23008454.554001.10173	ENHANCE DETECTION PRINTING	0.00	0.00		411.44	(411.44)	100.0%
23008454.555000.10173	ENHANCE DETECTION TRAVEL/TRAINING	0.00	0.00		68.78	(68.78)	100.0%
23008454.561101.10172	ENHANCE DETECTION POSTAGE	0.00	0.00		4.01	(4.01)	100.0%
23008454.571000.10173	ENHANCE DETECTION OPERATIONS	0.00	0.00		3,049.52	(3,049.52)	100.0%
<b>COVID ENHANCE DETECTION TOTALS</b>				<b>18,004.00</b>	<b>22,945.04</b>		
23008454.435500.10174	COVID VACCINE REVENUE	0	0	13,287.00		(13,827.00)	100.00%
23008454.511000.10174	COVID VACCINE SUPP WAGES	0.00	0.00		2,454.03	(2,453.03)	100.0%
23008454.520000.10174	COVID VACCINE SUPP FRINGE	0.00	0.00		189.18	(189.18)	100.0%
23008454.554001.10174	COVID VACCINE SUPP PRINTING	0.00	0.00		16.14	(16.14)	100.0%
23008454.571000.10174	COVID VACCINE OPERATIONS	0.00	0.00		11,114.71	(11,114.71)	100.0%
<b>COVID VACCINE SUPPLEMENT TOTALS</b>				<b>13,287.00</b>	<b>13,774.06</b>		
23008454.435500.10175	ARPA COVID REVENUE	150,000.00	150,000.00	19,677.00		130,323.00	13.1%
23008454.511000.10175	ARPA COVID RECOVERY SALARY	120,744.00	120,744.00		18,729.88	102,014.12	15.5%
23008454.520000.10175	ARPA COVID RECOVERY FRINGE	12,969.00	12,969.00		1,977.09	10,991.91	15.2%
23008454.554001.10175	ARPA COVID RECOVERY PRINTING	300.00	300.00		192.04	126.51	64.0%
23008454.555000.10175	ARPA COVID TRAVEL/TRAINING	3,000.00	3,000.00		0.00	0.00	0.0%
23008454.561101.10175	ARPA COVID RECOVERY POSTAGE	1,096.00	1,096.00		0.00	0.00	0.0%
23008454.571000.10175	ARPA COVID RECOVERY OPERATIONS	11,891.00	11,891.00		3,442.90	8,448.10	29.0%



ACCOUNT	ORIGINAL BUDGET	REVISED BUDGET	YTD 2023 REVENUE	YTD 2023 EXPENDITURES	AVAILABLE BUDGET	PERCENT USED
<b>ARPA COVID RECOVERY TOTALS</b>			<b>19,677.00</b>	<b>24,341.91</b>		
23008454.435500.10176 PH WORKFORCE REVENUE	0	0	956.00		(956.00)	100.0%
23008454.511000.10176 PH WORKFORCE SALARY	0.00	0.00		647.59	(647.59)	100.0%
23008454.520000.10176 PH WORKFORCE FRINGE	0.00	0.00		122.44	(122.44)	100.0%
23008454.554001.10176 PH WORKFORCE PRINTING	0.00	0.00		0.02	(0.02)	100.0%
23008454.555000.10176 PH WORKFORCE TRAVEL/TRAINING	0.00	0.00		454.97	(454.97)	100.0%
23008454.571000.10176 PH WORKFORCE OPERATIONS	0.00	0.00		478.19	(478.19)	100.0%
<b>PH WORKFORCE TOTALS</b>			<b>956.00</b>	<b>1,703.21</b>		
23201054.465900 AGENT REVENUE	105,000.00	105,000.00	69,156.00		35,844.00	65.9%
23201054.465912 DNR REVENUE	28,679.00	28,679.00	4,178.75		24,500.25	14.7%
23201054.511000 AGENT/DNR SALARIES	74,055.00	74,055.00		27,073.60	46,981.40	36.6%
23201054.520000 AGENT/DNR FRINGE	40,599.00	40,599.00		14,404.82	26,194.18	35.5%
23201054-554000 DNR PRINT	0.00	0.00		9.61	(9.61)	100.0%
23201054.554001 AGENT PRINT	325.00	325.00		33.36	291.64	10.3%
23201054.555000 AGENT TRAVEL-TRAIN	3,700.00	3,700.00		728.09	2,971.91	19.7%
23201054.555002 DNR TRAVEL-TRAIN	0.00	0.00		31.41	(31.41)	100.0%
23201054.571000 AGENT OPERATIONS	11,000.00	11,000.00		335.89	10,664.11	3.1%
23201054.571002 DNR OPERATIONS	4,000.00	4,000.00		4.03	3,995.97	0.1%
<b>AGENT STATUS PROGRAM TOTALS</b>			<b>73,334.75</b>	<b>42,620.81</b>		
23201054.511000.10137 FDA GRANT SALARY	0.00	0.00	0.00	201.87	(201.87)	100.0%
23201054.520000.10137 FDA GRANT FRINGE	0.00	0.00		142.12	(142.12)	100.0%
23201054.555000.10137 FDA GRANT TRAVEL/TRAINING	0.00	0.00		150.00	(150.00)	100.0%
<b>FDA GRANT TOTALS</b>				<b>493.99</b>		
23201154.461900 HEALTHY MINDS REVENUE	0.00	0.00	16,000.00		(16,000.00)	100.0%
23201154.461900.20110 HPLC-TOMAHAWK REVENUE	0.00	0.00	2,000.00		(2,000.00)	100.0%
23201154.485005 NUTRITION COALITION	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0%
23201154.571001 HEALTHY MINDS OPERATIONS	0.00	0.00		6,333.27	(6,333.27)	100.0%
23201154.571002 NUTRITION COALITION	1,000.00	1,000.00		0.00	0.00	0.0%
<b>MINI GRANT TOTALS</b>			<b>18,000.00</b>	<b>6,333.27</b>		
<b>TOTAL REVENUES</b>	<b>1,203,177.00</b>	<b>1,203,177.00</b>	<b>841,195.72</b>			<b>69.9%</b>
<b>TOTAL EXPENDITURES</b>	<b>1,203,177.00</b>	<b>1,203,177.00</b>		<b>382,348.04</b>		<b>31.8%</b>
<b>GRAND TOTAL</b>					<b>458,847.68</b>	

<b>Name:</b> Shelley Hersil														<b>Department:</b> Health Department			
<b>Employee Number:</b> 319																	
<b>Representative Status:</b> Nonrepresented																	
<b>FLSA Status:</b> Exempt														<b>From:</b> 5/1/2023		<b>To:</b> 5/14/2023	
5/1	5/2	5/3	5/4	5/5	5/6	5/7	5/8	5/9	5/10	5/11	5/12	5/13	5/14	Hours	Pay Category	FMLA hours	
8.25	9.25	9.00	8.00	9.00	2.00		9.50	9.25	8.75	7.75	2.00	2.00		84.75	Regular: Health Dept.		
														0	PHER Grant	23201554.511000.10137	
														0	Preparedness	23006954.511000	
														0	Tobacco Grant	23005754.511000.10121	
														0	Vacation:		
											2.00			0	Holiday:		
														2	Paid Sick Allowance:		
														0	Paid Funeral Leave:		
														0	Worker's Compensation:		
8	8	8	8	8	0	0	8	8	8	8	8	0	0	80	<b>TOTAL HOURS PAID</b>		
8.25	9.25	9	8	9	2	0	9.5	9.25	8.75	7.75	4	2	0	86.75	<b>TOTAL HOURS REPORTED</b>		

I certify that the foregoing is true and correct.

  
 \_\_\_\_\_  
 Employee signature

\_\_\_\_\_  
 Supervisor signature

Mandatory for all employees

**GRANT ALLOWABLE EXPENDITURES**

- GRANT NAME/PROJECT: \_\_\_\_\_
- GRANT NAME/PROJECT: \_\_\_\_\_
- GRANT NAME/PROJECT: \_\_\_\_\_
- GRANT NAME/PROJECT: \_\_\_\_\_
- GRANT NAME/PROJECT: \_\_\_\_\_

**Lincoln County Employee Timesheet**

<b>Name:</b> Shelley Hersil														<b>Department:</b> Health Department			
<b>Employee Number:</b> 319																	
<b>Representative Status:</b> Nonrepresented																	
<b>FLSA Status:</b> Exempt														<b>From:</b> 5/15/2023		<b>To:</b> 5/28/2023	
<b>5/15</b>	<b>5/16</b>	<b>5/17</b>	<b>5/18</b>	<b>5/19</b>	<b>5/20</b>	<b>5/21</b>	<b>5/22</b>	<b>5/23</b>	<b>5/24</b>	<b>5/25</b>	<b>5/26</b>	<b>5/27</b>	<b>5/28</b>		<b>FMLA</b>		
<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hours</b>	<b>Pay Category</b>	<b>hours</b>	
8.75	8.75	10.00	7.25					9.75	8.75	9.00				62.25	Regular: Health Dept.		
														0	PHER Grant	23201554.511000.10137	
														0	Preparedness	23006954.511000	
														0	Tobacco Grant	23005754.511000.10121	
				8.00			8.00				1.75			17.75	Vacation:		
														0	Holiday:		
														0	Paid Sick Allowance:		
														0	Paid Funeral Leave:		
														0	Worker's Compensation:		
8	8	8	8	8	0	0	8	8	8	8	8	0	0	80	<b>TOTAL HOURS PAID</b>		
8.75	8.75	10	7.25	8	0	0	8	9.75	8.75	9	1.75	0	0	80	<b>TOTAL HOURS REPORTED</b>		

I certify that the foregoing is true and correct.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Supervisor signature

Mandatory for all employees

**GRANT ALLOWABLE EXPENDITURES**

GRANT NAME/PROJECT: \_\_\_\_\_  
 GRANT NAME/PROJECT: \_\_\_\_\_  
 GRANT NAME/PROJECT: \_\_\_\_\_  
 GRANT NAME/PROJECT: \_\_\_\_\_  
 GRANT NAME/PROJECT: \_\_\_\_\_

**Lincoln County Employee Timesheet**

**Name:** Shelley Hersil **Department:** Health Department

**Employee Number:** 319

**Representative Status:** Nonrepresented

**FLSA Status:** Exempt

**From:** 5/29/2023

**To:** 6/11/2023

5/29	5/30	5/31	6/1	6/2	6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11	Hours	Pay Category	FMLA hours
	9.75	8.50	9.25				8.50	9.25	9.00	7.50	5.50			67.25	Regular: Health Dept.	
														0	PHER Grant	23201554.511000.10137
														0	Preparedness	23006954.511000
														0	Tobacco Grant	23005754.511000.10121
				2.25										2.25	Vacation:	
8.00														8	Holiday:	
								0.25		2.25				2.5	Paid Sick Allowance:	
														0	Paid Funeral Leave:	
														0	Worker's Compensation:	
8	8	8	8	8	0	0	8	8	8	8	8	0	0	80	<b>TOTAL HOURS PAID</b>	
8	9.75	8.5	9.25	2.25	0	0	8.5	9.5	9	9.75	5.5	0	0	80	<b>TOTAL HOURS REPORTED</b>	

I certify that the foregoing is true and correct.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Supervisor signature

Mandatory for all employees

**GRANT ALLOWABLE EXPENDITURES**

- GRANT NAME/PROJECT: \_\_\_\_\_
- GRANT NAME/PROJECT: \_\_\_\_\_
- GRANT NAME/PROJECT: \_\_\_\_\_
- GRANT NAME/PROJECT: \_\_\_\_\_
- GRANT NAME/PROJECT: \_\_\_\_\_

# 140 Review

Shelley Hersil, CHES, MPH  
Health Officer/Director  
Board of Health Meeting 6/21/23



## What is 140?

- **DHS 140.01 Authority and purpose.** This chapter is promulgated under the authority of s. [251.20](#), Stats., which directs the department to specify by rule required services for each of 3 levels of local health departments. Under s. [251.05 \(2\)](#), Stats., all local health departments are to provide at least level I services, while level II and **level III local health departments** are to provide additional services.
- **DHS 140.08 Local health department level designation.** The department shall review the operations of each local health department **at least every 5 years, and based on this review, the state health officer shall issue a written finding as to whether the local health department satisfies the requirements for a level I, II, or III local health department.** In the alternative, the state health officer may determine that the operations of a local health department satisfy the requirements for a level I, II, or III local health department based on a national accreditation process that fulfills the requirements specified under ch. [251](#), Stats., and this chapter.



## Level 3

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- Level III health departments serve as community health strategists. This role requires leading data collection to guide local public health plans and decisions; providing public health expertise, data, and research to the community; and a focus on impacting population health.



## Level 3

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Level III health department must develop, put in place, and advocate for policies addressing the [social determinants of health](#).



## Level 3

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Level III health departments are still required to have an environmental health program, but, agreements with state agencies for food safety and recreational licensing are not required. Instead, there is a broader definition of environmental health with a community and systems focus.



## Level 3

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A Level III health department must ensure additional services that align with the most recent [state public health agenda](#).



## Level 3

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Besides the Level II performance management requirements, a Level III health department must maintain a performance management system. The agency's system must collect performance data, evaluate goals, conduct quality improvement, and use the system to advise agency decisions.



## Level 3

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Besides the Level II quality improvement requirements, a Level III health department must develop and put in place a quality improvement plan.





## Level 3

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A Level III health department must embed public health nursing services throughout the Level III requirements.



## Qualifications of Health Officer

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- Master's Degree in Public Health, Public Health Administration or Health Administration and experience in public health.
- Or
- Bachelor's Degree, 5 years experience, 16 credits graduate classes
- Or
- A License to Practice Medicine and Surgery, Master's Degree in Public Health.



# Any Questions

**140 Review Scheduled  
July 25  
at 1:00 p.m.**





## **Chapter 1.29 County Board of Health Proposed Text Amendment**

- Plain text is existing text in our ordinance and no changes proposed.
  - ~~Lined out text~~ is existing ordinance text that will be eliminated
  - Underlined text is proposed revisions and updated language
- 

### **1.29 COUNTY BOARD OF HEALTH . (Cr. #243-94)**

- (1) APPOINTING AUTHORITY. Members shall be appointed by the Chairperson, subject to confirmation by the County Board.
- (2) MEMBERSHIP.
  - (a) Composition . Consistent with §251.03, Wis. Stats., as amended by 1993 Wisconsin Act 27, the County Board of Health shall consist of the following:
    1. Five County Board supervisors.
    2. One physician.
    3. One nurse.
    4. One member at large.
  - (b) Tenure . The term of office of members shall be 2 years commencing with their appointment by the County Board at its April 1994 organization meeting.
  - (c) Vacancies . Persons appointed to fill a vacated position shall serve the balance of the 2-year term.
- (3) DUTIES.
  - (a) The Board of Health shall act as the policy and oversight committee of the County Health Department (formerly known as the County Nursing Service).
  - (b) The Board of Health shall meet at least quarterly pursuant to §251.04(5), Wis. Stats., or any other frequency set by statute if §251.04(5), Wis. Stats., is hereafter repealed or modified.



**INSHOP**

Jimmy Johns #1238  
140 Granby St  
757 965-7600

06-10-2023 Chk# 17 Open 11:33 AM  
Tkr 2513 Reg# 2 11:33 AM

Chicken Caesar Wrap 9.19

Subtotal 9.19  
Sales Tax (12.5%) 1.15

Total \$ 10.34

\*\*\* PAID \*\*\*

Visa XX.1607 Amt: 10.34 Tip: 0.00

**INSHOP**

Order Taker: Samantha

**CHK# 17**

Delivery charges are not distributed to employees as tips.

Look up your Freaky Fast Rewards at jimmyjohns.com.

Not a member? Sign up on the app

Culver's #749  
Richmond, IN

Locally Owned and Operated By:  
Garrett Abrams, Jeff Meyer, Neil Miller  
765-400-0494

Station: .51 - Kitchen Dine In

Date: 6/11/2023 9:43:41 PM

Register: Register 1

Server: Regi

Order Id: AAAN3LKWACJC

**Dine In**

72 mike

- 1 VB
- 1 SPY CHIX
- 1 FRY
- 1 DRINK LG

72 mike

Order Total \$1  
1.65

1 FRY

FREE SINGLE DISH OR CAKE DONE WITH YOUR NEXT PURCHASE

1) Visit tallculvers.com

2) Enter survey code:  
27FG4B01U605KNS

3) Take brief survey

4) Write validation code \_\_\_\_\_  
and bring this receipt with you on your next purchase at this location. Frequency limitations apply.



BUILD-YOUR-OWN HAPPINESS

2811 Mountaineer Blvd.  
Charleston WV 25309  
(681)-265-9444

Host: Skylar  
ORDER #467

06/07/2023  
8:50 PM  
10368

Chicken Bowl 9.35  
Queso Blanco 1.70  
Small Soda 2.95

How're we doing? Let us know at  
ChipotleFeedback.com  
Unique Code:

304 006 100 072 020 687 36

Subtotal 14.00  
Tax 0.98

TAKE OUT Total 14.98  
CP Card 14.98  
Authorizing...  
Balance Due 14.98

Love Chipotle? Join Our Team

Get great benefits like:  
Free Chipotle  
Debt-free college degrees  
Bonus eligibility  
Rapid career growth  
And more!  
Visit jobs.chipotle.com  
Text "CHIPJOBS" to 97211

Culver's #748  
Richmond, IN  
Locally Owned and Operated By:  
Garrett Abrams, Jeff Meyer, Neil Miller  
765-488-0496

748 Richmond IN - Commerce Rd

401 Commerce Rd  
Richmond, IN 47374  
Phone 765-488-0496

6/7/2023 2:22:34 PM  
Order Id: AAAN3LKNABEG  
7 mks - Dine In  
Employee: RegJ

1 Value Basket \$8.29  
1 ButterBurger Cheese-Sgl  
Sub Cheese - Cheddar \$0.00  
Bacon \$0.60  
Lettuce \$0.00  
Tomato \$0.40  
1 Regular VB  
1 French Fries MED  
1 Fountain Drink MED

Sub Total \$9.49

Sales Tax \$0.66

Order Total \$10.15

Visa \$10.15

AUTHORIZED AMOUNT \$10.15

Card#: \*\*\*\*\*1607

Authorization: 007137

AID: A0000000031010

--> Order Closed <--

Thank You!

333 Waterside Dr  
Norfolk, VA 23510

333 Waterside Dr  
Norfolk, VA 23510

Server: Cat 06/09/2023  
204/3 8:57 PM  
Guests: 1 160103

Ginger Salmon 19.99

Military -4.00

Name: MIL

Subtotal 15.99

Tax 2.00

Facility Fee 0.48

**Total 18.45**

Balance Due 18.45

We're proud to support The  
National Medal of Honor Museum  
Foundation. Donate to preserve  
the sacrifices of MOH recipients.  
<https://mohmuseum.org/>

Server: Cat DOB: 06/09/2023  
09:00 PM 06/09/2023  
204/3 16/160103

SALE

Visa 16777309

Card #XXXXXXXXXXXX1607

Magnetic card present: Yes

Card Entry Method: S

Approval: 009769

Amount: \$18.45

+ Charity Donation:: \_\_\_\_\_

+ Tip: 4.00

= Total: 22.45

I agree to pay the above  
total amount according to the  
card issuer agreement.

X \_\_\_\_\_

We're proud to support The  
National Medal of Honor Museum  
Foundation. Donate to preserve  
the sacrifices of MOH recipients.  
<https://mohmuseum.org/>

We're proud to support The  
National Medal of Honor Museum  
Foundation. Donate to preserve  
the sacrifices of MOH recipients.  
<https://mohmuseum.org/>

Guest Copy



The Main Norfolk

0071 TABLE# 706 #Party 4  
RONNI G 12:14p 06/09/23  
G OUTDOOR  
06)Grain Dining 04  
Separate checks: 1-of-5

1 Garden Salad 12.00  
1 Ice Tea 4.25

Sub Total: 16.25  
State&Local: 2.03  
VA ACCESS FE: 0.24  
Sub Total: 18.52

06/09 12:45pTOTAL: 18.52

Suggested Gratuity  
GRAT 20 PCT 3.25  
GRAT 22 PCT 3.58  
GRAT 18 PCT 2.93

CHECK #: 71

0071

Server: RONNI G (#400) Rec: 38  
06/09/23 12:49, Swiped T: 706 Term: 6

The Main  
100 Main Street  
Norfolk, Virginia 23510  
(757)763-6200

CARD TYPE ACCOUNT NUMBER  
VISA XXXXXXXXXXXX1607  
Name: MICHAEL MANDLI  
OO TRANSACTION APPROVED  
AUTHORIZATION #: 009050  
Reference: 0609010000071  
TRANS TYFE: Credit Card SALE

CHECK: 18.52  
TIP: 4.00  
TOTAL: 22.52

X \_\_\_\_\_

PHONE: ( )  
\*\*\*Duplicate Copy\*\*\*

CARDHOLDER WILL PAY CARD ISSUER ABOVE  
AMOUNT PURSUANT TO CARDHOLDER AGREEMENT  
Duplicate Copy -> Customer



NORFOLK WATERSIDE MARRIOTT

GUEST FOLIO

827 MANDLI/MICHAEL/MR 98.00 06/11/23 07:20 39923 55483  
 ROOM NAME RATE DEPART TIME ACCT# GROUP  
 NDG LINCOLN COUNTY HEALT 06/08/23 16:50  
 TYPE 607 N. SALES ST. STE ARRIVE TIME  
 412 MERRILL WI 54452  
 ROOM ADDRESS PASSPORT: VSXXXXXXXXXXXX1607 MBV#: XXXXX9420  
 CLERK PAYMENT

DATE	REFERENCES	CHARGES	CREDITS	BALANCES DUE
06/08	CAPO 1225 827	51.61		
06/08	ROOM 827, 1	98.00		
06/08	ROOM TAX 827, 1	5.88		
06/08	CITY TAX 827, 1	8.82		
06/08	CITY FLA 827, 1	3.00		
06/09	ROOM 827, 1	98.00		
06/09	ROOM TAX 827, 1	5.88		
06/09	CITY TAX 827, 1	8.82		
06/09	CITY FLA 827, 1	3.00		
06/10	GIFT SHO WATER	3.00		
06/10	STATETAX WATER	.18		
06/10	GIFT SHO SNACK	16.00		
06/10	STATETAX SNACK	.96		
06/10	ROOM 827, 1	98.00		
06/10	ROOM TAX 827, 1	5.88		
06/10	CITY TAX 827, 1	8.82		
06/10	CITY FLA 827, 1	3.00		
06/11	CCARD-VS		418.85	.00

See our "Privacy & Cookie Statement" on Marriott.com

Meals:

Dinner 6/8/2023 57.61

Dinner 6/10/2023 20.14

77.75

Lodging: 347.1



NORFOLK WATERSIDE MARRIOTT  
235 EAST MAIN STREET  
NORFOLK VA 23510

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This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

## Public Health Department Mutual Aid Agreement for Incident Response

THIS AGREEMENT (the "Agreement") is entered into as of the ~~5<sup>th</sup> day of October, 2018,~~  
\_\_\_\_\_, by and among the local public health agencies including Ashland, Bayfield, Clark,  
Florence, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Portage, Price, Sawyer, Taylor, Vilas, and  
Wood (the "Parties").

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### I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to create a system of Mutual Aid between the Parties. Each Party recognizes that public health incidents can transcend political jurisdictional boundaries and that intergovernmental cooperation is essential for the protection of lives and for best use of available assets. The system shall provide for mutual assistance among the Parties in the prevention of, response to, and recovery from any Public Health Incident.

The Parties have authority to enter into this Agreement pursuant to sections 66.0301, 251.09 and 251.04(1) of the Wisconsin Statutes.

### II. ORGANIZATION AND COORDINATION

The Parties will designate authorized representatives. Authorized representatives will be responsible for activating the Agreement under section IV, and will confer at least annually for the purpose of reviewing and maintaining the procedures by which to share the information necessary for an effective response to a Public Health Incident and to conduct joint communication and coordination of information before and during a Public Health Incident. A list of authorized representatives will be provided to each Party upon signing of the document.

### III. DEFINITIONS

- a) "Agreement" means the Public Health Department Mutual Aid Agreement for Incident Response.
- b) "Health Care Provider" means an individual who is licensed as a registered nurse under chapter 441, or an individual who holds a valid, unexpired license issued by another state as a registered nurse.
- c) "Mutual aid" means aid to another public health agency in the form of personnel, equipment, facilities, services, supplies, or other resources appropriate to public health programs, including but not limited to inspections; vaccination clinics; centers for the distribution of pharmaceuticals; administrative assistance; specimen collection conveyance and testing; consulting; environmental assessment; and other programs.
- d) "Parties" means the public health departments that have adopted and executed this Agreement.

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- e) "Party" means a public health department that has adopted and executed this Agreement.
- f) "Provider" means the public health department furnishing Mutual Aid to the Recipient under this Agreement.
- g) "Public Health Incident" means an occurrence, event, or threat requiring public health response and recovery efforts that exceed resources available at the local public health department.
- h) "Recipient" means the public health department requesting Mutual Aid in the event of a Public Health Incident.

**IV. ACTIVATION OF AGREEMENT**

The authorized representative of a Party may determine that a Public Health Incident requires services that exceed available resources and may request assistance of another Party by contacting its authorized representative. These provisions only apply to requests for assistance made by and to authorized representatives. The request for assistance shall include the needed amount and type of equipment and personnel and shall specify the location where needed. Requests may be verbal, electronic, or in writing. The authorized representative will confirm ~~a verbal~~ availability to assist with the request, in writing, ~~within 15 days~~ as soon as reasonably possible. The policies and procedures set forth in Chapter 323 of Wisconsin Statutes entitled "Emergency Management" shall supersede this agreement.

**V. REQUEST AND RESPONSE PROCEDURES**

a) The power and authority to make a request for assistance pursuant to this Agreement shall reside in the authorized representative of each Party.

b) When requested to provide assistance, Parties agree to assess their situation to determine availability of personnel, equipment, and other resources. Notwithstanding any provision of this Agreement, the Parties agree that the rendering of assistance under the terms of this Agreement shall not be mandatory and shall be within the sole discretion of the Party receiving the request. Parties ~~shall may~~ render assistance to the extent that personnel, equipment, and resources are available. Each Party agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Party determines that it has available personnel, equipment, or other resources, the Party shall so notify the Recipient, and provide the following information:

- i. A description of the personnel, equipment, and other resources to be furnished;
- ii. The estimated length of time that such personnel, equipment, and other resources will be available to assist;
- iii. The estimated time when the assistance provided will arrive at the location designated by the ~~receiving Party~~ Recipient;

- iv. The areas of experience, training, and abilities of the personnel and the capability of the equipment to be furnished; and
- v. The name of the person or persons to be designated as supervisory personnel.

~~b)c)~~ A Provider may withdraw personnel, equipment, and other resources at its discretion, including to provide for its own citizens. The Provider will make a good faith effort to notify the ~~receiving~~ Party/Recipient 24 hours prior to resource withdrawal.

~~e)d)~~ The Recipient shall make reasonable efforts to keep all Parties advised of the status of mutual aid activities.

~~e)~~ Within thirty (30) working days of the return of all personnel deployed under this Agreement, the ~~receiving Party/Recipient~~ will prepare a Summary Report of the event and provide copies to each Provider. The Report shall include a chronology of events and description of personnel, equipment, and materials provided to the Recipient by the Provider.

~~e)f)~~ Nothing in this Agreement shall allow any Party to make a claim against any other Party for refusal to provide assistance.

#### VI. SUPERVISION AND CONTROL

~~a)~~ The Recipient shall be in command of the mutual aid scene. The personnel and equipment of the Provider shall be under the direction and control of the Provider at all times.

~~b)~~ All personnel will operate under the established command structure of the receiving Party.

#### VII. PERSONNEL RIGHTS AND PRIVILEGES

a) Personnel who are assigned, designated or ordered by their agency to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the Provider's jurisdiction.

b) It is mutually understood that Recipient and Provider shall be responsible for payment of such worker's compensation benefits only to their own respective employees.

~~c)~~ Provider's employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess in performing their duties within the Provider's jurisdiction. This includes any person holding a license, certificate, or other permit issued evidencing the meeting of qualifications for professional, mechanical or other skills.

d) All personnel providing assistance under this Agreement shall, at all times, remain an employee of the personnel's own County. Employees of the assisting Party shall not be entitled to any of the rights, benefits, salaries, wages, or fringe benefits which employees of the receiving Party are entitled to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by the receiving Party on behalf of employees of the assisting Party.

e) Personnel provided under this Agreement shall be at no charge to the requesting Party; however, any expenses incurred by the assisting Party recoverable from third parties, responsible parties, or State and/or Federal assistance funds shall be reimbursed to the assisting Party.

#### **VIII. MEDICAL DIRECTION**

A Health Care Provider who is assigned by their agency to perform duties pursuant to this Agreement shall provide services according to the Provider's medical orders.

#### **IX. LIABILITY**

~~a) Each Party waives all claims against the other Parties for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the willful misconduct, gross negligence, or recklessness of an officer, employee, or agent of another Party.~~

a) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made in pursuance of this Agreement.

b) During the term of this Agreement, each Party shall maintain insurance coverage in amounts sufficient to protect the other Parties in the event of any loss, claim, or damages attributable to aid supplied under this Agreement.

c) Any receiving Party under this agreement hereby agrees to release, indemnify, defend, and hold harmless the assisting Party, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of receiving Party's officers, officials, employees, agents or assigns.

b)d) Any assisting Party under this agreement hereby agrees to release, indemnify, defend, and hold harmless the requesting Party, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable

attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of assisting Party's officers, officials, employees, agents or assigns.

**X. REIMBURSEMENT**

Any Provider rendering aid pursuant to this Agreement shall be reimbursed by the Party receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment and for the cost of all materials, transportation, wages, salaries and maintenance of personnel and equipment incurred in connection with such request. Nothing contained herein shall prevent any Provider from assuming such loss, damage, expense or other cost or from donating such services to the ~~receiving Party~~ Recipient without charge or cost. Nothing herein shall operate to bar any recovery of funds from any responsible third party or any state or federal agency under any existing statutes. Provider will submit to the Recipient an itemized bill for the actual cost of any assistance provided within 30 working days of the return of all personnel deployed under this agreement, including salaries, overtime, materials and supplies and other necessary expenses; and the Recipient will reimburse the Party providing the assistance for that amount.

**XI. LEGAL EFFECT**

This Agreement shall be binding upon the Parties and inure to the benefit of any successor entity which may assume the obligations of any Party. A Party, however, may not assign this Agreement without prior written consent of the Parties.

**XII. SEVERABILITY**

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect the other provisions of the Agreement that can be exercised without the invalid provision. To this end, the provisions of this Agreement are severable.

**XIII. AMENDMENTS**

This Agreement may be amended only by the mutual written consent of the Parties.

**XIV. VALIDITY AND ENFORCEABILITY**

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

**XV. TERM AND TERMINATION**

The duration of this Agreement shall be a one-year period; the Agreement shall automatically be renewed on a year-to-year basis. It is agreed that any Party hereto shall have the right to terminate this Agreement upon 30 days advance written notice to each of the Parties. Notice of termination will not relieve the obligations incurred prior to the effective date of withdrawal. Once the withdrawal is



effective, the withdrawing entity shall no longer be a Party to this Agreement, but this Agreement shall continue to exist among the remaining Parties.

**XVI. EFFECTIVE DATE**

This Agreement is effective upon its execution or adoption by any two Parties, and is effective as to any other Party upon its execution or adoption thereby. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

**XVII. AUTHORITY TO ACT**

All undersigned Parties warrant they have the power and capacity to execute this Agreement.

**XVIII. GOVERNING LAW, JURISDICTION AND VENUE**

This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The Parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The Parties further agree that the venue for any legal proceedings related to this Agreement shall be circuit court of the Provider County.

**XIX. ~~PUBLIC OPEN~~ RECORDS LAW COMPLIANCE.**

Parties understand and agree that, because Counties are a party to this contract, provisions of the Wisconsin ~~Public Open~~ Records Law and other laws relating to public records may apply to records kept by the Parties. The Parties agree to fully comply with such laws, and to cooperate with the other Parties in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to other Parties or others upon the request of county. Compliance and cooperation of the Parties shall be at their sole cost and expense.

**XX. MISCELLANEOUS PROVISIONS**

- i. No separate legal entity. No separate legal entity is created by this Agreement.
- ii. Survival. The terms and conditions of this Agreement shall survive completion of any services provided under this Agreement or any termination of this Agreement.
- iii. Waiver. No act by any Party to this Agreement shall be deemed a waiver of any breach of this Agreement unless such waiver is in writing. Such a waiver shall not affect the waiving Party's rights with respect to any other or further breach.

- iv. Assignment. No party shall assign any rights or duties under this Agreement without the prior written consent of the other Parties.
- v. Multiple originals. This Agreement may be executed in multiple counterparts, each of which together shall constitute a single document.
- vi. No Partnership. This Agreement shall not be construed in any way to create a partnership or joint venture between the Parties.
- vii. Statutory Protections. Nothing in this Agreement, including but not limited to indemnification and hold harmless provisions, shall in any way constitute a waiver on the part of the Parties of any immunity, liability limitation or other protection available to them under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court or competent jurisdiction to conflict with any such legal protection, whichever protections provide a greater benefit to the Party shall apply unless the Party elects otherwise.

**XXI. Authorized Signatures**

In witness hereof, the Parties have executed this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



**SECTION 1. AGREEMENT**

**1.1. Parties.** This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as the University of Wisconsin-Eau Claire, (the "University")

1.1.2. The Facility. LINCOLN COUNTY HEALTH DEPARTMENT (the "Facility").

**1.2. Recitals.** In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

**SECTION 2. TERM OF AGREEMENT.**

**2.1. Term & Renewal.** This agreement shall be for a term of five (5) years, commencing April 2nd, 2023, and may be renewed upon mutual agreement.

**2.2. Termination.** This agreement may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other.

**SECTION 3. PROGRAM MEMORANDUM.**

**3.1. School or College.** For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

**3.2. Proposal.** The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program in order to meet compliance requirements of the Facility.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

3.2.4.1. The number.

3.2.4.2. The qualifications, academic and otherwise.

3.2.4.3. The schedules of those students.

3.2.5. Any other matters pertaining to the specific program proposed by the School or College.

**3.3. Review.**

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

**3.4. Accepted Program Memoranda.**

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

**SECTION 4. PLACEMENT OF STUDENTS.**

**4.1. List.** The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

**4.2. Certification for Acceptance.** The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

**SECTION 5. NO DISCRIMINATION.**

**5.1. Protected Classes.** The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of race, color, national origin, ancestry, creed, religion, sex, sexual orientation, marital status, pregnancy, parental status, physical condition, handicap, developmental or other disability.

**5.2. Reasonable Accommodations.** Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

**SECTION 6. LIABILITY.**

**6.1. Limitation.** The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

**6.2. Indemnification.** To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

**6.3. Students.** To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

**6.4. No Waiver.** By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

**SECTION 7. GOVERNING LAW.** This agreement shall be construed and governed by the laws of the State of Wisconsin.

**SECTION 8. HUMAN SUBJECT PROTECTION.** The Facility will satisfy the provisions contained in 45 C.F.R. Part 46, existing for the protection of human subjects, (*to the extent that such regulations are applicable*) to the respective program involved.

**SECTION 9. CAREGIVER BACKGROUND CHECKS.** The University shall conduct a caregiver background check in accordance with the Caregiver Background Check statutes (Wis. Stat. §§ 48.685 and 50.065) and regulations (Wis. Admin. Code ch. DHS 12) for the University's students who have or are expected to have regular, direct contact with Facility's clients.

**9.1. Background Information Disclosure Forms.**

9.1.1. The University shall maintain completed Background Information Disclosure ("BID") forms for those students, as well as the information that results from caregiver background checks.

9.1.2. The University will retain the BID form and caregiver background check results for inspection by the Department of Health Services.

9.1.3. As required by the relevant regulations, the University agrees to notify the Facility of any information contained on a BID form and/or caregiver background check results about a student that could bar that student from regular, direct contact.

**9.2. Determination on Student/Client Contact.**

9.2.1. The Facility shall make the final determination whether a student may have regular, direct contact with the Facility’s clients.

9.2.2. Nevertheless, the Facility shall consult with the appropriate University official before barring any such student from regular, direct contact with the Facility’s clients.

9.2.3. If the Facility determines a student may not have regular, direct contact with the Facility’s clients, the University agrees not to permit that student to begin participation, or to continue participation that was properly allowed pending the results of the caregiver background check for up to sixty (60) days, in the program created by this Agreement.

**SECTION 10. STUDENT HEALTH RECORDS REQUIREMENTS.** The University agrees to maintain a record of students’ health and immunizations and shall obtain student permission to submit data regarding their health status to the Facility. The Health & Clinical Record Guidelines describes the student health requirements and is available upon request by the Facility or accessible via the University website at <http://www.uwec.edu/>, search “health records.” The University also agrees to hold documentation that the requirements of OSHA Standard 29 CFR 1910.1030 (Bloodborne Pathogens) and the OSHA Proposed Rule 29n CFR 1910-1035 (Occupational Exposure to Tuberculosis) has been satisfied prior to the beginning of student clinicals.

**SECTION 11. CAREGIVER MISCONDUCT.** The University agrees to inform the Facility of allegations of caregiver misconduct as defined in Wis. Admin. Code ch. DHS 13 that come to the University’s attention.

FOR THE UNIVERSITY

FOR THE FACILITY



Signature of Authorized Official

Signature of Authorized Official

Kristen Abbott-Anderson

Printed Name

Printed Name

Dean of College of Nursing & Health Sciences

Title

Title

3/15/2023

Date

Date

College of Nursing & Health Sciences  
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