LINCOLN COUNTY BOARD OF HEALTH MEETING

Lincoln County Service Center, 801 N. Sales Street, Merrill WI 54452 Wednesday, June 26, 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. Approval of Vaccine Fees
- 7. 140 Review Overview
- 8. Approval of Board of Health Ordinance Revision 2023
- 9. Approval of Employee FDA Grant Meal Reimbursement
- 10. Approval Public Health Mutual Aid Agreement
- 11. Approval UW Eau Claire Memorandum of Understanding
- 12. Agenda Items and Next Meeting
- 13. Adjourn

Distribution:

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 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 statue.
- 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 consider 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 SEESIONS 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:

- 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:

- 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, nay 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

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, 2nd 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, 2nd 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, 2nd 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, 2nd 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, 2nd by Thiel to adjourn. All ayes, motion carried. Meeting adjourned at 4:50 p.m.

Minutes submitted by Laurie Thiel



607 N. Sales Street, Suite 101, Merrill, WI 54452 Phone: 715-536-0307 • Fax: 715-536-2011

http://lincolncountyhealthdepartment.com

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

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-dayincrements. 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 patience, 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	Washi	ington	Prairie Middle	
	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



FOR 2023 5	•			YTD	YTD		
*************		ORIGINAL	REVISED	2023	2023	AVAILABLE	PERCENT
ACCOUNT 23000054.461900	FOOT CARE REVENUES	BUDGET	10,080.00	REVENUE	EXPENDITURES	8.068.00	USED 20.0%
23000054.465910	HEALTH DEPT PUBLIC CHARGES	10,080.00 24,736.00	24,736.00	2,012.00 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%
23000054.473500	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	730.00	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%
PUBLIC HEALTH TOTALS				662,497.23	242,832.07		
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%
PREVENTION TOTALS				2,211.00	2,211.42		
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%
ENVIRONMENTAL HEALTH TOT				3,895.00	3,085.65		
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%
COMMUNICABLE DISEASES TO				1,936.00	2,004.67		22.24
23005754.485000	TOBACCO GRANT	2,500.00	2,500.00	750.00	750.07	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 PRINTING	780.00	780.00		296.36	483.64	38.0%
23005754.554001.10121	TOBACCO GRANT OPERATIONS	75.00	75.00		3.27	71.73	4.4%
23005754.570000.10121 TOBACCO TOTALS	TOBACCO GRANT OPERATIONS	50.00	50.00	750.00	0.00 1,058.90	50.00	0.0%
23006954.435500.10128	PREPAREDNESS GRANT REVENUE	40,953.00	40,953.00	14,919.00	1,038.30	26,034.00	36.4%
23006954.511000.10128	PREPAREDNESS SALARY	28,648.00	28,648.00	14,313.00	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%
PUBLIC HEALTH PREPAREDNES	S TOTALS			14,919.00	17,069.67		
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%
ORAL HEALTH TOTALS				11,728.74	1,873.37		
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%
COVID ENHANCE DETECTION TO				18,004.00	22,945.04		
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	(11114.71)	100.0%
COVID VACCINE SUPPLEMENT				13,287.00	13,774.06		
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%

FOR 2023 5				YTD	YTD		
		ORIGINAL	REVISED	2023	2023	AVAILABLE	PERCENT
ACCOUNT		BUDGET	BUDGET	REVENUE	EXPENDITURES	BUDGET	USED
ARPA COVID RECOVERY TOTALS				19,677.00	24,341.91		
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%
PH WORKFORCE TOTALS				956.00	1,703.21		
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%
AGENT STATUS PROGRAM TOTAL	ALS			73,334.75	42,620.81		
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 TRAEL/TRAINING	0.00	0.00		150.00	(150.00)	100.0%
FDA GRANT TOTALS					493.99		
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%
MINI GRANT TOTALS				18,000.00	6,333.27		
	TOTAL REVENUES	1,203,177.00	1,203,177.00	841,195.72			69.9%
	TOTAL EXPENDITURES	1,203,177.00	1,203,177.00		382,348.04		31.8%
	GRAND TOTAL					458,847.68	

Enrom county Employee Innesheet

Name: Shelley Hersil Department: Health Department Employee Number: 319 Representative Status: Nonrepresented FLSA Status: Exempt From: 5/1/2023 5/14/2023 To: 5/1 5/2 5/4 5/5 5/6 5/7 5/8 5/9 5/10 5/11 5/12 5/13 5/14 **FMLA** Mon Tue Wed Thur Fri Sat Sun Mon Tue Wed Thur Fri Sat Sun Hours Pay Category hours 9.25 9.00 8.25 9.00 8.00 2,00 9.50 9.25 8.75 7.75 2.00 2.00 84.75 Regular: Health Dept. PHER Grant 0 23201554.511000.10137 23006954.511000 0 Preparedness 0 Tobacco Grant 23005754.511000.10121 0 Vacation: Holiday: 0 Paid Sick Allowance: 2.00 2 0 Paid Funeral Leave: 0 Worker's Compensation: TOTAL HOURS PAID 8 8 8 8 8 80 8 0 0 8 0 8 8 8 0 8.25 9.25 86.75 TOTAL HOURS REPORTED 9 8 9 2 0 9.5 9.25 8.75 7.75 4 2 0 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 Emplo		Shelle umber:	y Hersi	il 319			Depar	tment:	Health	Depar	tment						
Repre FLSA	sentat Status	ive Sta	tus:	Exem	•									From:	5/15/2023	То:	5/28/2023
	5/16			5/19		_	5/22	5/23	5/24	5/25		5/27	5/28			FMLA	
Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun		Pay Category	hours	
8.75	8.75	10.00	7.25					9.75	8.75	9.00					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	TOTAL HOURS PAID	1	
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Lincoln County Employee Timesheet

	yee N	umber		319			Depar	tment:	Health	Depar	tment						
	sentat Status	ive Sta	tus:		prese	nted								F	E/00/0000	T	0/44/0000
	5/30		6/1	Exem 6/2	ρτ 6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11	From:	5/29/2023	To:	6/11/2023 1
Mon	Tue	Wed	Thur		Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Hours	Pay Category	hours	
	9.75	8.50	9.25				8.50	9.25	9.00	7.50	5.50				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	TOTAL HOURS PAID		
8	9.75	8.5	9.25	2.25	0	0	8.5	9.5	9	9.75	5.5	0	0	80	TOTAL HOURS REPORT	ΓED	
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Super	visor si	gnature	•						Manda	atory fo	r all em	ıployee	s				
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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 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

Level III health department must develop, put in place, and advocate for policies addressing the <u>social determinants of health</u>.



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

A Level III health department must ensure additional services that align with the most recent <u>state public health agenda.</u>



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

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



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



Qualifications of Health Officer

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.



Motion By: Second By:

			Abs
2	Bialecki		
2	Anderson-Malm		
3	McCrank		
4	Osness		
5	Wendorf		
6	Ashbeck		
7	Rusch		
8	Thiel		
9	Friske		
10	Boyd		
11	Detert		
12	DePasse		
13	Callahan		
14	Hafeman		
15	Lemke		
16	Loka		
17	Meunier		
18	Wickham		
19	Allen		
20	Cummings		
21	Simon		
22	Hartwig		
	Totals		
	Carried		
	Defeated		
	Amended		
	Voice vote		
	Roll call		

Ordinance	2023-0	07-XXX
-----------	--------	--------

An Ordinance Amending the General Code of the County of Lincoln Chapter 1 (revising 1.29 – County Board of Heatlh)

The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain that Chapter 1, Section 1.29 be amended as indicated in the attachment.

This ordinance shall take effect following its passage and posting.

STATE OF WISCONSIN)

COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by the Lincoln County Board of Supervisors on:

> Christopher J. Marlowe Lincoln County Clerk

Dated: July 18, 2023

Authored by: Co-Sponsored by:

Committee: Board of Heatlh

Committee Vote:

Fiscal Impact: None

Drafted by: Karry A. Johnson, Corporation Counsel

Date Passed:

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) <u>Composition</u>. 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.
 - 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) <u>Vacancies</u>. 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.

LINCOLN COUNTY

(For Use By County Employees)

2023 TRAVEL EXPENSE REPORT

N			

Michael Mandli

Date

Department: Health Department

County Ordinances will be followed regarding reimbursement rates and allowable expenses. *****Any meal reimbursements for same day travel will be considered taxible income and included in your gross wages.*****

		Departed	Time		Time	Odometer Rdng	Odometer Rdng.	Miles		Meals		1	otal	OTHE	₹
72 7	Dumage	From	Left	Destination	Returned	Beginning	Ending	Traveled	Brkfst	Lunch	Dinner	N	leals	Expense	Amount
Date	Purpose	11011	LUIT	Destination			-	0.00				\$		Lodging	84.2
6/7-8/2023	Lodging							0.00				\$	(4)	Lodging	72.8
6/11-12/2023	Lodging							0.00				\$		Lodging	347.
6/8-11/2023	Lodging							0.00		\$ 10.15	\$ 14.98	\$	25.13	Meals	
6/7/2023	Meals							0.00		Ψ 10.15	\$ 51.61		A 504 (FeV CA104	Meals	
6/8/2023	Meals									\$ 22.45	\$ 22.52		200000000000000000000000000000000000000	Meals	1
6/9/2023	Meals							0.00			V Santonia	100000		Meals	+
6/10/2023	Meals							0.00	-	\$ 10.34	400,000	1000			-
6/11/2023	Meals							0.00			\$ 11.65	4		Meals	22.9
6/7/2023	Fuel							0.00				\$		Fuel	
6/8/2023	Fuel							0.00				\$		Fuel	58.3
6/11/2023	Fuel							0.00				\$		Fuel	59.5
6/12/2023	Fuel							0.00				\$		Fuel	57.2
6/12/2023	Fuel							0.00				\$		Fuel	21.1
6/11/2023	Parking							0.00				\$	ě	Parking	3
	Tolls							0.00				\$	2	Tolls	29.4
6/7-12/2023	Tolis					Total Miles Tra	veled	(\$ -	\$ 42.94	\$ 120.90			Total Other	\$ 791.95
						5	Mileage Rate	0.655	Tot	al Meal Cos	t Due	\$	163.84		3
17	a Di Attanta	Cavable Nontavable				Reimbursemer	t Due	\$ -	1			-	2	-	

A	ccount Distribution	Taxable	Nontaxable
Ŋ			

Supervisor

Mileage Rates
Incentive Rate = IRS Standard Rate (currently 0.655/mi)
Regular Rate = .09 Less Than Incentive (currently 0.565/mi)

	Max Meal Rates	Leave times
Breakfast	\$7.00	Ive before 6:30 am
Dickidado		lve bef 10:30 rel
Lunch	\$9.00	aft 2:30
Dinner	\$13.00	return after 6:00 pm

	SUN	/MAR	1
1	Mileage	\$	
2		\$	163.84
3	Other	\$	791.95
	Total Due	\$	955.79
		3	

		Lunch	\$9.00	aft 2:30		
	s -	Dinner	\$13.00	return after 6:00 pm		
certify that this request is true and correct, and that I hold a valid driver's license in the State of Wisconsin and insurance consistent with the reimbursement requested.	6-14-2		ROJECT:	i0/day for Meals	COMPLETED BY:	
Employee	Date	GRANT NAME/P			APPROVED BY:	
		, ,				

INSHOP

Jimmy Johns #1238 140 Gramby 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%) 1.1

Total \$ 10.3

*** 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 jimmy johns.com.

Not a member? Sign up on the app

Culver's #749
- Richmond, IN
Locally Owned and Operated Dys
Garrett Abrams, Jeff Mayer, Neil Miller
745-408-0495

Station: .51 - Kitchen Dine In Bates 6/11/2023 9:43:41 FM

Register: Register 1 Server: Regi Order Id: AAAWJLKWACJC

Dine In

l VI

1 SPY CHIX

I FRY

1 DRINK LG

Order Total

1

-1 3 100 -1 10 C-2 100

d Been Book A

FREE SINGLE DISH OR CAKE COME WITH YOUR NEXT PURCHASE

- 1) Visit tellculvers.com
- 2) Enter survey code; 27FG4E01U605KNS
- 5) 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

9.35

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 Tax	14.00 0.98
TAKE OUT Total CP Card	14.98 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 #749 Richard, IN Locally Owned and Operated By: Darrett Abrams, Jeff Mayer, Weil Miller 765-489-0496

745 Richard IN - Comerce Rd

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

6/7/2023	2:22:34	FM
Order Id: AAAWSLKNA65G		
7 mike – Dine In		
Employee: Reg3		

1 Value Basket	\$8.27
1 ButterBurger Cheess	-Sgl
Sub Cheese - Chedda	\$0.00
Bacon	\$0.80
Lettuce	\$0.00
Tomato	\$0.40
i Regular VB	
i Franch Fries MED	
1 Fountain Drink MED	
Bub Total	\$9,49

Sales Tax	\$0.66
Order Total	\$10.15
Visa ALTHORIZED AMOUNT Card#: **************** Authorization: 007137	\$10.15 \$10.15

AID: A00000000031010

--> Order Closed <--

Thank You!

333 Waterside Dr Norfolk, VA 23510

Server: Cat 204/3 Guests: 1	06/09/2023 8:57 PM 160103
Ginger Salmon	19.99
Military Name: MIL	-4.00
Subtota1	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/

333 Waterside Dr Norfolk, VA 23510

Server: Cat 09:00 PM 204/3	DOB:	06/09/2023 06/09/2023 16/160103
SAI	_E	
Visa Card #XXXXXXXXXXXXXX160 Magnetic card present Card Entry Method: S	7 : Yes	16777309
Approval: 009769		
A	mount:	\$18.45
+ Charity Dona	tion::	
	+ Tip:	22.45
=	Total:	22.45

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

We're proud to support The National Medal of Honor Museum Foundation. Donate to preserve the sacrifices of MOH recipients.

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

https://mohmuseum.org/

Guest Copy

The Main Norfolk

OO71 TABLE# 706 #Party 4
RONNI G 12:14p 06/09/23
G OUTDOOR
O6)Grain Dining O4

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 FCT 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 XXXXXXXXXXXXX1607

Name: MICHAEL MANDLI
OO TRANSACTION APPROVED
AUTHORIZATION #: 009050
Reference: 0609010000071
TRANS TYPE: 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 ROOM	MANDLI/MICH	IAEL/MR	98.00 RATE	06/11/23 DEPART	07:20 TIME	39923 ACCT#	55483 GROUP
NDG	LINCOLN COL	JNTY HEALT		06/08/23	16:50	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0.100.
TYPE	607 N. SALES ST. STE			ARRIVE	TIME		
412	MERRILL WI 54452		PASSPOR	T:			
ROOM CLERK	ADDRESS		VSXXXXX PAYMENT	XXXXXXX1607		MBV#:	XXXXX942
DATE	RE	FERENCES	- (CHARGES	CREDITS	BALANCES	DUE
06/08	CAPO	1225 827		51.61			
06/08 06/08 06/08 06/08 06/09 06/09 06/09 06/10 06/10 06/10	ROOM ROOM TAX CITY TAX CITY FLA ROOM ROOM TAX CITY TAX CITY FLA GIFT SHO STATETAX GIFT SHO STATETAX ROOM ROOM TAX	827, 1 827, 1 827, 1 827, 1 827, 1 827, 1 827, 1 827, 1 WATER WATER WATER SNACK SNACK 827, 1		98.00 5.88 8.82 3.00 98.00 5.88 8.82 3.00 18 16.00 98.00 5.88 8.82 3.00			
06/10 06/10 06/11	CITY TAX CITY FLA CCARD-VS	827, 1 827, 1		3.00	418.85		.00

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

Meals:
Dinner 6/8/2023 57-6/
Dinner 6/18/2023 28.14
71.75

Lodging: 347.1



NORFOLK WATERSIDE MARRIOTT 235 EAST MAIN STREET NORFOLK VA 23510

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Public Health Department Mutual Aid Agreement for Incident Response

THIS AGREEMENT (the "Agreement") is entered into as of the 5th 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").

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.

Public Health Department Mutual Aid Agreement (October 2018 June 2023)

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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.
- a)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;
 - The estimated length of time that such personnel, equipment, and other resources will be available to assist;
 - The estimated time when the assistance provided will arrive at the location designated by the receiving PartyRecipient;

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- 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.
- 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 PartyRecipient 24 hours prior to resource withdrawal.
- c)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 PartyRecipient 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.

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- 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)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.
- 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

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attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by $\underline{\text{reason of personal injury, death, property damage, or other liability, alleged or proven, which is}\\$ determined to be caused by the negligent or intentional acts or omissions of assisting Party's $\underline{officers, officials, employees, agents\ or\ assigns.}$ Public Health Department Mutual Aid Agreement (October 2018 June 2023) Page **5** of **9**

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 PartyRecipient 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. <u>TERM AND TERMINATION</u>

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

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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 Pearties 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 Pearties further agree that the venue for any legal proceedings related to this Agreement shall be circuit court of the Provider County.

XIX. PUBLICOPEN RECORDS LAW COMPLIANCE.

Parties understand and agree that, because Counties are a party to this contract, provisions of the Wisconsin PublicOpen 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.
- <u>ii.</u> 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.

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- iv. Assignment. No party shall assign any rights or duties under this Agreement without the prior written consent of the other Parties.
- 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 provider 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.

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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. <u>Facility.</u> The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.
- 3.3.2. <u>Notice.</u> 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. <u>University.</u> Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.
- 3.3.4. <u>Withholding Acceptance.</u> 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. <u>Incorporation.</u> 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. <u>Period & Renewal.</u> Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.
- 3.4.3. <u>Conflict.</u> 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			
Kristan Abbert auduren				
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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P.O. Box 4004				
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