

**LINCOLN COUNTY**  
**BOARD OF HEALTH MEETING**  
Wednesday, March 20, 2024 at 4:00 p.m.  
Lincoln County Service Center  
801 N. Sales Street, Merrill WI 54452  
Rooms 247/248

Electronic Attendance Available: Persons wishing to attend the meeting electronically may enter the meeting 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](https://meet.google.com/jzy-xiai-hru)

The teleconference cannot start until the host (department head) 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.

Attendance Policy: All public participants' phones, microphones and chat dialog boxes must be muted or disabled during the meeting.

**AGENDA**

1. Call Meeting to Order
2. Public Comment
3. Approve Minutes of Previous Meeting(s)
4. Q & A on Written and Financial Report
5. Approval of Timesheets
6. Board of Health Appointments to be made by the County Board; Dr Michael Clark, Kay Kissinger-Wolf and for member at large Corey Apprill, Michael Loka, Loretta Bartz
7. Environmental Health Update – Michael Mandli, EH Specialist and Erin Ray, EH Technician
8. Update on Risk Communications Guidelines – Kristin Bath, Public Health Educator
9. ARPA Grant Spending
  - Discussion of Scope of Work
  - Update on Mental Health Priorities, Community Health Plan 2023 – 2028
    - Credible Minds - Possible Action, Kristin Bath, Public Health Educator
  - Water Testing Campaign for Low Income Families – Possible Action
10. Approval of Marshfield Clinic Agreement to View EMR Data
11. Update on Recruitment and Retention of Public Health Staff using the CDC Infrastructure Grant.
12. Next Meeting Date; Agenda Items
13. Adjourn

**Distribution:**

Board of Health Members - Angela Cummings (Chair), Laurie Thiel (Vice Chair), Brenda Mueller (Secretary), Julie Allen, Dana Miller, Steve Osness, Dr. Michael Clark, Kay Kissinger Wolf

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

There may be a quorum of other Lincoln County committees present at this meeting.

Requests for reasonable accommodations for disabilities or limitations should be made prior to the date of this meeting. You may contact the County Clerk at 715-539-1019. Please do so 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  
FEBRUARY 21, 2024 4:00 PM  
MEETING MINUTES

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**MEMBERS PRESENT:** Laurie Thiel, Dana Miller, Steve Osness, Kay Kissinger Wolf, Dr. Michael Clark (via teleconference), Angela Cummings, Julie Allen (via teleconference), Brenda Mueller

**MEMBERS ABSENT:**

**GUESTS:** Mike Loka; Kristin Bath, LCHD; Renee Krueger, LC Administrative Coordinator; Samantha Fenske, LC Finance Director

**DEPARTMENT HEAD:** Shelley Hersil

1. **Call to Order:** Chairperson Cummings called the meeting to order at 4:01 p.m.
2. **Public Comment:** Loka expressed interest in BOH support for his bid for Member At Large position on the Lincoln County Board of Health.
3. **Approval of Minutes of Previous Meeting:** Motion to approve minutes of the previous meeting by Thiel, 2<sup>nd</sup> by Miller. All ayes, motion carried.
4. **Q & A on Written Report and Financial Report:** An employee has started working on the Opioid Task Force grant. The Death Review Committee has resumed meeting quarterly. All suicides and all deaths in individuals under 25 years of age are reviewed. Reports reviewed and placed on file.
5. **Approval of Timesheets December 25, 2023-February 4, 2024:** Motion by Thiel, 2<sup>nd</sup> by Cummings to approve timesheets. All ayes, motion carried.
6. **Recruitment of Member at Large to Board of Health:** Mike Loka and Dr. Cory Apprill have expressed interest in joining the BOH as Member At Large. The position will be filled at the April 16<sup>th</sup> County Board meeting.
7. **New Letters of Interest to Serve on the Board of Health 2024-2026 Terms:** Received from Michael Clark and Kay Kissinger Wolf. To be approved at County Board April 16<sup>th</sup> meeting.
8. **Review of Grants and Contracts 2024:** Hersil reviewed the recurring and new grants and contracts that make up the LCHD budget. She pointed out that often times the amount of money in the grants does not increase inspite of rising costs, making the budget more challenging each year.
9. **Credible Minds Demonstration:** Kristin Bath presented information on a mental health digital platform that the LCHD is considering obtaining as a resource for Lincoln County. The platform focuses on prevention, early intervention, and coordination with community partners. Ten business have signed on to support and utilize the platform so far. Cost is \$10,000 annually and the first five years could be paid for out of the ARPA grant. BOH suggestions are to seek Coporation Counsel input, consider a pilot year, adding the next four if desired before the grant expires, and bring a contract for approval to our next meeting.
10. **Approve Donation Request to Aspirus Health:** Cummings will be listed as Author; BOH committee as Co Sponsor. Motion made by Cummings to approve the Aspirus Health donation request, 2<sup>nd</sup> by Thiel. All ayes, motion carried.
11. **Health Aide Positions Recruitment and Programming:** Hersil stated she has been unable to hire anyone to fill the health aide positions. Therefore, the Health Department will have to discontinue the nail care program that currently serves 60 people. March will be the last month of the program. Recruiting continues for an aide to conduct the hearing program in fall.
12. **Approval of Resolution for Two Year Staff Nurse Position:** Due to hiring difficulties and staff shortages, Hersil presented a resolution to change a current 4-year BSN position to a 2-year Associate staff nursing position. Motion made by Osness, 2<sup>nd</sup> by Thiel to make the necessary

changes as discussed (define 2 year and 4 year degree per statute), and forward the resolution to the A & L Committee. All ayes, motion carried. Cummings will author the resolution, Thiel will co-sponsor.

13. **Approval Resolution for the Recruitment and Retention of Public Health Staff using the CDC Infrastructure Grant:** Hersil met with Krueger and Fenske to discuss recruitment, using a CDC grant. One option is to raise a current nursing position from 28 hours to 40 hours plus benefits and a pay raise to Step 5. Request made to Hersil to make a resolution to forward to the A & L Committee if needed. Suggestion was made to convene a short meeting before the next BOH meeting to expedite the resolution if need be.
14. **Preventing Child Sexual Abuse:** Kissinger Wolf presented information on a program that is available to all community partners regarding child sexual abuse. The free 3 hour workshop encourages businesses to look at their policies and make sure they are in line with current best practices. Hersil suggested the LCHD send out the information to their current mailing lists. Kissinger Wolf shared a date will be set mid to late April for the workshop.
15. **Agenda Items and Next Meeting:** Next meeting is March 20, 2024, at 4:00 p.m. at the LC Service Center. Next meeting agenda item: budget modifications.
16. **Adjourn:** Meeting adjourned at 5:23 p.m.

B. Mueller, Secretary, Minutes submitted 2/22/2024

## **Lincoln County Health Department**

Board of Health Written Report– February 14, 2024 – March 13, 2024

### **Director Meetings**

<b>Meeting(s)</b>	<b>Date</b>	<b>Location</b>
Lincoln County Year End DNR Contract Meeting	Feb 15th	Onsite
Lincoln County Symposium	Feb 19th	Onsite
WALHDAB Operations Conference	Feb 20th	Virtual
UW PHI Public Health Infrastructure Meeting	Feb 27th	Virtual
Department Head Meeting	Feb 28th	Onsite
Admin and Legislative Committee	March 6th	onsite

### **Operations**

- Nail Care participants have been notified that nail care program will be done May 1<sup>st</sup> due to lack of staffing.
- Branding Guidelines have been updated for the department. This is a refresher on fonts, colors, logos, staff signature blocks etc. This provides consistency throughout the department.

<b>Staff Recruitment</b>	<b>Date Vacant</b>	<b>Progress</b>
Public Health Nurse	8/22	Moving position to 28-40 hours, including health insurance as an option, back at step 5 for advertising – 3/6/24 Next step paid ads.
Health Aide (2 positions)	12/13/23	Still recruiting for hearing portion of job.
LTE Public Health Nurses	Ongoing	Re-advertised 12/23
Community Health Planner	12/23	Applications but no interviews to date. Considering dropping the ad.

### **Preparedness**

- Risk Communication Guidelines (see committee agenda)

### **Communicable Disease**

LCHD is seeing cases of Blastomycosis. All cases have been hospitalized. Common symptoms for these cases included cough, shortness of breath, and muscle and body aches. Outreach has occurred: TV interview, mailings, provider health alerts, press release.

### **Community Health Improvement Plan**

#### **Mental Health and Emotional Well-being**

**Veterans Crisis Line Campaign** – partnered with Lincoln County Veteran's Services on ads (newspaper, radio, digital and Facebook) promoting the Veterans Crisis Line in February and March.

**Gun Lock Safety Initiative** - distributed **245 gun lock kits** to local organizations and businesses in February and March. Initiative aims to increase awareness about safe storage of firearms in effort to prevent suicide and promote child safety.

Kits included gun lock, firearms and suicide prevention educational booklet, child firearm safety factsheet, 988 magnet with QR code to Lincoln County Mental Health & Substance Use Resource Guide.

Participating agencies included: Aging & Disability Resource Center of Central Wisconsin, Aspirus Health, Children's Wisconsin, Lincoln County Sheriff's Office, Lincoln County Social Services, Lincoln County Sports Club, Lincoln County Veterans Services, Marshfield Clinic Merrill, Merrill Fire Department, Merrill Police Department, Pine River School for Young Learners, Rock Falls Rod and Gun Club, Somo Fish & Game Club, Tomahawk Furniture and Guns.

**Calm Sticker Distribution**– provided **750 calm strips** to Lincoln County elementary schools (Merrill Area Public Schools, Tomahawk School District, St. John's Lutheran School, St. Francis Xavier Catholic School and Trinity Lutheran School) during February and March. All schools were contacted in Lincoln County.

[Calm Strips](#) are textured sensory stickers with a reusable adhesive that provide sensory stimulation to help regulate restless energy and increase focus. They can be used for anyone age 6 years and older and are a helpful tool for students with anxiety, ADD/ADHD, BRFB (Body-Focused Repetitive Behavior), and individuals on the autism spectrum.

## Environmental Health

Human Health Hazards (January 1 - December 31, 2023)					
	Q1 (January - March)	Q2 (April - June)	Q3 (July-September)	Q4 (October - December)	Total
<b>Human Health Hazard Complaints</b>	<b>Lincoln County Average (2016 - Present): 9 Complaints/Year (4 Required Enforcement)</b>				
Complaint Investigations	0	1	2	0	3
Complaint(s) Requiring Enforcement	0	1	2	0	3
Complaint Referrals	2	1	0	1	4
<b>Childhood Lead Poisoning</b>	<b>Criteria for elevated lead levels was reduced from 5 to 3.5 mcg/dL - not enough data for an average</b>				
Children Tested	70	88	77	68	303
Children with Elevated Lead Levels	1	10	5	8	24
<b>Animal Bites</b>	<b>Lincoln County Average (2018-2022) 7 Bites/Year (3.4 Required Enforcement)</b>				
Animal Bites Reported	1	3	2	1	7
Bites W/ Enforcement (Rabies)	0	3	1	1	5
<b>Water Quality January 1, 2023 to December 31, 2023</b>					
	<b>Total # Tested (YTD)</b>	<b>Qty. Positive/High</b>	<b>% Positive/High</b>	<b>Qty. Positive for E.coli</b>	
<b>Private Well Testing</b>	<b>Lincoln County Average (2015 - Present): High Nitrates 2.8%, Bacteria Positive 15.8%</b>				
Private Water Nitrates	55	1	1.82%		
Private Water Bacteria	235	44	18.72%	2	
<b>DNR Well Program</b>	<b>Lincoln County Average (2015 - Present): High Nitrates 2.1%, Bacteria Positive 5.5%</b>				
DNR/TNC Water Nitrates	79	2	2.53%		
DNR/TNC Water Bacteria	79	7	8.86%	0	
Enforcement Bacteria Samples	73	24	32.88%	0	
<b>Transient Non-Community Wells (79 Total)</b>	<b>DNR Corrective Action</b>		<b>DNR Sanitary Surveys (20% = 16)</b>		
Annual Site Visits Complete	% Complete (out of 62)	# of Establishments	Complete (out of 16)	% Complete	
62	100%	28/79 (6 Level 2 Assessments)	17	106%	

Lincoln County had a successful year in the DNR Transient Non-Community (TN) Well Program. Two new systems were added, and one system was reactivated. Currently we are at a total of 80 TN systems.

There was a significant increase in the number of establishments that required corrective actions after the inspection, from 4 in 2022 to 22 in 2023. Two changes had been made that directly impacted the amount of corrective actions assigned. The first change made was the DNR's requirement to take pictures of the well and its components at every sanitary survey, as well as when corrective action is required at annual surveys. These pictures assisted in providing education to the establishment owners and our environmental health staff. We also had our DNR representative, Diane Ten Pas, conduct on-site training this year. This training was instrumental in ensuring the proper training of our environmental health technician. The DNR has great training resources online, but to have the hands on training to reinforce what was already learned virtually had a significant impact. The process of taking pictures was added to our local policy, and the EHT will continue to work with Diane on any additional training needed.

A leader in public health by promoting optimal health and safety through prevention, protection, and intervention.

## **Featured Legislative Update**

**AB-610 Immunization Waivers:** Waivers from immunization requirements at institutions of higher education. This bill passed the Assembly and will now go to the Senate for its consideration.

<https://docs.legis.wisconsin.gov/2023/related/proposals/ab610> **SUPPORT**

**AB-1100 DHS Remedial Legislation:** Degree requirements for certain local health officers (legislation requested by the Department of Health Services). This bill passed the Assembly and will now go to the Senate for its consideration. <https://docs.legis.wisconsin.gov/2023/related/proposals/ab1100.pdf>

Among these combinations are 1) a master's degree in public health, public administration, health administration, or a similar field plus three years of experience or 2) a master's degree in public health, public administration, health administration, or a similar field plus a license to practice medicine and surgery. The bill modifies these requirements so that an individual is eligible to be a local health officer of a Level III local health department if that individual has a master's degree or higher in public health, public administration, health administration, or a similar field plus three years of experience or a license to practice medicine and surgery. **SUPPORT**

**SB-312 PFAS:** Programs and requirements to address perfluoroalkyl and polyfluoroalkyl substances. The Assembly passed this bill. As the Senate has passed this legislation previously, this bill will be sent to the Governor for his consideration. <https://docs.legis.wisconsin.gov/2023/related/proposals/sb312>

**MONITORING**

**LINCOLN COUNTY  
HEALTH DEPARTMENT  
YEAR TO DATE BUDGET REPORT  
FOR 2024 2**

ACCOUNT		ORIGINAL BUDGET	REVISED BUDGET	YTD 2024 REVENUE	YTD 2024 EXPENDITURES	AVAILABLE BUDGET	PERCENT USED
23000054.461900	NAIL CARE REVENUES	4,000.00	4,000.00	1,540.00		2,460.00	38.5%
23000054.465910	HEALTH DEPT PUBLIC CHARGES	40,000.00	40,000.00	751.20		39,248.80	1.9%
23000054.473500	PRSYL SERVICES	6,500.00	6,500.00	474.00		6,026.00	7.3%
23000054.473510	MAPS SCHOOL SERVICES	115,104.00	115,104.00	12,789.33		102,314.67	11.1%
23000054.474000	INTER DEPT SERVICES	93,636.00	93,636.00	7,780.00		85,856.00	8.3%
23000054.485000	IMMUNIZATION DONATIONS	800.00	800.00	10.00		790.00	1.3%
23000054.511000	PUBLIC HEALTH SALARY	586,183.00	586,183.00		93,172.65	493,010.35	15.9%
23000054.520000	PUBLIC HEALTH FRINGE	217,843.00	217,843.00		42,684.00	175,159.00	19.6%
23000054.531010	AUDITING SERVICES	1,900.00	1,900.00		0.00	1,900.00	0.0%
23000054.531320	CONTRACTED SERVICES	0.00	0.00		0.00	0.00	102.9%
23000054.551000	LIABILITY INSURANCE	9,400.00	9,400.00		0.00	9,400.00	0.0%
23000054.552001	PUBLIC HEALTH TELEPHONE	3,500.00	3,500.00		723.20	2,776.80	20.7%
23000054.554001	PRINTING ALLOCATION	3,500.00	3,500.00		347.88	3,152.12	9.9%
23000054.555000	PUBLIC HEALTH TRAVEL/TRAINING	9,000.00	9,000.00		515.78	8,484.22	5.7%
23000054.561100	PUBLIC HEALTH OFFICE SUPPLIES	6,800.00	6,800.00		84.49	6,715.51	1.2%
23000054.561101	PUBLIC HEALTH POSTAGE	2,000.00	2,000.00		111.55	1,888.45	5.6%
23000054.561214	PUBLIC HEALTH VACCINE	16,500.00	16,500.00		186.68	16,313.32	1.1%
23000054.570000	STATE GRANT OPERATIONS	0.00	0.00		0.00	0.00	100.0%
23000054.571000	FOOT CARE OPERATIONS	500.00	500.00		0.00	500.00	0.0%
23000060.411000	HEALTH DEPT TAX LEVY	564,817.00	564,817.00	564,817.00		0.00	100.0%
23000054.435500.10119	HEALTH CHECK	1,000.00	1,000.00	193.29		806.71	19.3%
23000054.435500.10120	STATE HEALTH	25,092.00	25,092.00	4,579.00		20,513.00	18.2%
<b>PUBLIC HEALTH TOTALS</b>				<b>592,933.82</b>	<b>137,826.23</b>		
23000054.435510.10120	PREVENTION GRANT REVENUE	6,165.00	6,165.00	5,600.00		565.00	90.8%
23000054.511000.10120	PREVENTION GRANT WAGES	0.00	0.00		0.00	0.00	100.0%
23000054.520000.10120	PREVENTION GRANT FRINGE	0.00	0.00		0.00	0.00	100.0%
23000054.571002.10120	PREVENTION GRANT OPERATIONS	6,165.00	6,165.00		5,600.00	565.00	90.8%
<b>PREVENTION TOTALS</b>				<b>5,600.00</b>	<b>5,600.00</b>		
23005554.461900	WATER LAB TESTING REVENUE	5,000.00	5,000.00	2,750.00		2,250.00	55.0%
23005554.560000	ENVIRONMENTAL HEALTH OFFICE	1,200.00	1,200.00		0.68	1,199.32	0.1%
23005554.571000	WATER LAB OPERATIONS	5,000.00	5,000.00		1,269.22	3,730.78	25.4%
<b>ENVIRONMENTAL HEALTH TOTALS</b>				<b>2,750.00</b>	<b>1,269.90</b>		
23005654.435500.20100	COMMUNICABLE DISEASES GRANT	3,800.00	3,800.00	1,564.00		2,236.00	41.2%
23005654.511000.20100	COMMUNICABLE DISEASES WAGES	0.00	0.00		976.56	(976.56)	100.0%
23005654.520000.20100	COMMUNICABLE DISEASES FRINGE	0.00	0.00		587.18	(587.18)	100.0%
23005654.571000.20100	COMMUNICABLE DISEASES OPERATIONS	3,800.00	3,800.00		0.00	3,800.00	0.0%
23005654.560000	CLINIC SUPPLIES	2,500.00	2,500.00		0.00	2,500.00	0.0%
<b>COMMUNICABLE DISEASES TOTALS</b>				<b>1,564.00</b>	<b>1,563.74</b>		
23005754.485000	TOBACCO GRANT	1,500.00	1,500.00	0.00		1,500.00	0.0%
23005754.511000.10121	TOBACCO GRANT SALARY	1,000.00	1,000.00		391.28	608.72	39.1%
23005754.520000.10121	TOBACCO GRANT FRINGE	400.00	400.00		152.20	247.80	38.1%
23005754.554001.10121	TOBACCO GRANT PRINTING	25.00	25.00		2.57	22.43	10.3%
23005754.570000.10121	TOBACCO GRANT OPERATIONS	75.00	75.00		0.00	75.00	0.0%
<b>TOBACCO TOTALS</b>				<b>0.00</b>	<b>546.05</b>		
23006954.435500.10128	PREPAREDNESS GRANT REVENUE	40,953.00	40,953.00	1,842.00		39,111.00	4.5%
23006954.511000.10128	PREPAREDNESS SALARY	26,207.00	26,207.00		4,685.62	21,521.38	17.9%
23006954.520000.10128	PREPAREDNESS FRINGE	4,851.00	4,851.00		745.11	4,105.89	15.4%
23006954.554001.10128	PREPAREDNESS PRINTING	300.00	300.00		0.00	300.00	0.0%
23006954.555000.10128	PREPAREDNESS TRAVEL/TRAINING	1,500.00	1,500.00		36.00	1,464.00	2.4%
23006954.570000.10128	PREPAREDNESS OPERATIONS	8,096.00	8,096.00		90.58	8,005.42	1.1%
<b>PUBLIC HEALTH PREPAREDNESS TOTALS</b>				<b>1,842.00</b>	<b>5,557.31</b>		
23027854.465900	SEAL A SMILE REVENUE	15,900.00	15,900.00	6,216.60		9,683.40	39.1%
23027854.465916	DENTAL HEALTH (MA)	3,800.00	3,800.00	875.78		2,924.22	23.0%
23027854.511000	ORAL HEALTH SALARY	4,550.00	4,550.00		2,541.00	2,009.00	55.8%
23027854.520000	ORAL HEALTH FRINGE	522.00	522.00		194.39	327.61	37.2%
23027854.570000	SEAL A SMILE OPERATIONS	3,500.00	3,500.00		17.17	3,482.83	0.5%
23027854.571000	DENTAL HEALTH OPERATIONS	450.00	450.00		0.00	450.00	0.0%
<b>ORAL HEALTH TOTALS</b>				<b>7,092.38</b>	<b>2,752.56</b>		
23008454.435500.10173	ENHANCE DETECTION REVENUE	0.00	0.00	0.00		0.00	100.0%
23008454.511000.10173	ENHANCE DETECTION SALARY	0.00	0.00		0.00	0.00	100.0%
23008454.520000.10173	ENHANCE DETECTION FRINGE	0.00	0.00		226.07	(226.07)	100.0%
23008454.554001.10173	ENHANCE DETECTION PRINTING	0.00	0.00		0.26	(0.26)	100.0%
23008454.555000.10173	ENHANCE DETECTION TRAVEL/TRAINING	0.00	0.00		0.00	0.00	100.0%
23008454.561101.10172	ENHANCE DETECTION POSTAGE	0.00	0.00		8.17	(8.17)	100.0%
23008454.571000.10173	ENHANCE DETECTION OPERATIONS	0.00	0.00		91.94	(91.94)	100.0%
<b>COVID ENHANCE DETECTION TOTALS</b>				<b>0.00</b>	<b>326.44</b>		
23008454.435500.10175	ARPA COVID REVENUE	176,013.00	176,013.00	4,688.00		171,325.00	2.7%
23008454.511000.10175	ARPA COVID RECOVERY SALARY	127,628.00	127,628.00		7,982.08	119,645.92	6.3%
23008454.520000.10175	ARPA COVID RECOVERY FRINGE	32,885.00	32,885.00		3,245.69	29,639.31	9.9%
23008454.554001.10175	ARPA COVID RECOVERY PRINTING	500.00	500.00		327.93	172.07	65.6%
23008454.555000.10175	ARPA COVID TRAVEL/TRAINING	1,000.00	1,000.00		129.98	870.02	13.0%
23008454.561101.10175	ARPA COVID RECOVERY POSTAGE	1,000.00	1,000.00		30.62	969.38	3.1%
23008454.571000.10175	ARPA COVID RECOVERY OPERATIONS	13,000.00	13,000.00		4,118.96	8,881.04	31.7%
<b>ARPA COVID RECOVERY TOTALS</b>				<b>4,688.00</b>	<b>15,835.26</b>		
23008454.435500.10176	PH WORKFORCE REVENUE	35,000.00	35,000.00	3,657.00		31,343.00	10.4%
23008454.511000.10176	PH WORKFORCE SALARY	0.00	0.00		4,387.45	(4,387.45)	100.0%
23008454.520000.10176	PH WORKFORCE FRINGE	0.00	0.00		3,524.08	(3,524.08)	100.0%
23008454.554001.10176	PH WORKFORCE PRINTING	0.00	0.00		1.26	(1.26)	100.0%



ACCOUNT		ORIGINAL BUDGET	REVISED BUDGET	YTD 2024 REVENUE	YTD 2024 EXPENDITURES	AVAILABLE BUDGET	PERCENT USED
23008454.555000.10176	PH WORKFORCE TRAVEL/TRAINING	0.00	0.00		996.00	(996.00)	100.0%
23008454.571000.10176	PH WORKFORCE OPERATIONS	35,000.00	35,000.00		1,908.52	33,091.48	5.5%
<b>PH WORKFORCE TOTALS</b>				<b>3,657.00</b>	<b>10,817.31</b>		
23008854-485000	FAMILY HEALTH DONATIONS	0	0.00	0.00		0.00	100.00%
23008854-554001	FAMILY HEALTH PRINT	0	0		0.00	0.00	100.00%
23008854-571000	FAMILY HEALTH OPERATIONS	0	0		0.00	0.00	100.00%
<b>FAMILY HEALTH TOTALS</b>				<b>0.00</b>	<b>0.00</b>		
23201054.465900	AGENT REVENUE	120,078.00	120,078.00	3,606.00		116,472.00	3.0%
23201054.465912	DNR REVENUE	19,000.00	19,000.00	0.00		19,000.00	0.0%
23201054.511000	AGENT SALARIES	76,883.00	76,883.00		10,685.16	66,197.84	13.9%
23201054.520000	AGENT FRINGE	40,570.00	40,570.00		8,554.35	32,015.65	21.1%
23201054-554000	DNR PRINT	100.00	100.00		6.51	93.49	6.5%
23201054.554001	AGENT PRINT	325.00	325.00		12.52	312.48	3.9%
23201054.555000	AGENT TRAVEL-TRAIN	5,000.00	5,000.00		1,637.37	3,362.63	32.7%
23201054.555002	DNR TRAVEL-TRAIN	700.00	700.00		0.00	700.00	0.0%
23201054.571000	AGENT OPERATIONS	15,000.00	15,000.00		171.37	14,828.63	1.1%
23201054.571002	DNR OPERATIONS	1,300.00	1,300.00		0.00	1,300.00	0.0%
<b>AGENT STATUS PROGRAM TOTALS</b>				<b>3,606.00</b>	<b>21,067.28</b>		
23201054.432400.10137	FDA GRANT REVENUE	0.00	0.00	0.00		0.00	100.0%
23201054.511000.10137	FDA GRANT SALARY	0.00	0.00		329.31	(329.31)	100.0%
23201054.520000.10137	FDA GRANT FRINGE	0.00	0.00		241.69	(241.69)	100.0%
23201054.554001.10137	FDA GRANT PRINT	0.00	0.00		7.61	(7.61)	100.0%
23201054.555000.10137	FDA GRANT TRAVEL/TRAINING	0.00	0.00		499.00	(499.00)	100.0%
<b>FDA GRANT TOTALS</b>				<b>0.00</b>	<b>1,077.61</b>		
23201054.511000.10291	FDA STANDARDS 1-8 SALARY	0.00	0.00	0.00	858.24	(858.24)	100.0%
23201054.520000.10291	FDA STANDARDS 1-8 FRINGE	0.00	0.00	0.00	700.82	(700.82)	100.0%
<b>FDA STANDARDS 1-8 TOTALS</b>					<b>1,559.06</b>		
23201054.511000.10399	DNR SALARIES	0.00	0.00		763.59	(763.59)	100.0%
23201054.520000.10399	DNR FRINGE	0.00	0.00		785.69	(785.69)	100.0%
23201054.554000.10399	DNR PRINTING	0.00	0.00		23.01	(23.01)	100.0%
23201054.555000.10399	DNR TRAVEL-TRAIN	0.00	0.00		587.32	(587.32)	100.0%
23201054.571002.10399	DNR OPERATIONS	0.00	0.00		0.00	0.00	0.0%
<b>DNR PROGRAM TOTALS</b>					<b>2,159.61</b>		
23201054.511000.20140	FDA STANDARD 9 SALARY	0.00	0.00		197.49	(197.49)	100.0%
23201054.520000.20140	FDA STANDARD 9 FRINGE	0.00	0.00		143.25	(143.25)	100.0%
<b>FDA STANDARD 9 TOTALS</b>					<b>340.74</b>		
23201154.571001	HEALTHY MINDS OPERATIONS	0.00	0.00		3.27	(3.27)	100.0%
<b>MINI GRANT TOTALS</b>				<b>0.00</b>	<b>3.27</b>		
	<b>TOTAL REVENUES</b>	<b>1,278,158.00</b>	<b>1,278,158.00</b>	<b>623,733.20</b>			<b>48.8%</b>
	<b>TOTAL EXPENDITURES</b>	<b>1,278,158.00</b>	<b>1,278,158.00</b>		<b>208,302.37</b>		<b>16.3%</b>
	<b>GRAND TOTAL</b>					<b>415,430.83</b>	

Name:		Shelley Hersil													Department:		Health Department												
Employee Number:		319																											
Representative Status:		Nonrepresented																											
FLSA Status:		Exempt																											
															From:		2/5/2024												
																	To: 2/18/2024												
2/5	2/6	2/7	2/8	2/9	2/10	2/11	2/12	2/13	2/14	2/15	2/16	2/17	2/18			FMLA													
Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Hours	Pay Category		hours												
8.75	8.50	8.50	8.75	8.75			9.00	9.00	8.50	8.50	8.75			87	Regular: Health Dept.														
														0	PHER Grant		23201554.511000.10137												
														0	Preparedness		23006954.511000												
														0	Tobacco Grant		23005754.511000.10121												
														0	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	8.5	8.5	8.75	8.75	0	0	9	9	8.5	8.5	8.75	0	0	87	<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: \_\_\_\_\_

Name: Shelley Hersil														Department: Health Department													
Employee Number: 319																											
Representative Status: Nonrepresented																											
FLSA Status: Exempt																											
														From: 2/19/2024 To: 3/3/2024													
2/19	2/20	2/21	2/22	2/23	2/24	2/25	2/26	2/27	2/28	2/29	3/1	3/2	3/3			FMLA											
Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Hours	Pay Category	hours											
10.25	8.75	10.25	9.25	8.50			7.00	9.25	8.75					72	Regular: Health Dept.												
														0	PHER Grant		23201554.511000.10137										
														0	Preparedness		23006954.511000										
														0	Tobacco Grant		23005754.511000.10121										
										3.50	8.00			11.5	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>												
10.3	8.75	10.3	9.25	8.5	0	0	7	9.25	8.75	3.5	8	0	0	83.5	<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: \_\_\_\_\_

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## Risk Communication Guidelines

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### Purpose

The purpose of LCHD's risk communication guidelines is to provide Lincoln County Health Department (LCHD) with strategies and resources that foster timely, credible and respectful internal and external communications. LCHD has incorporated concepts from the [CDC's Crisis Emergency Risk Communication \(CERC\) Manual](#).

These guidelines are intended to assist LCHD staff in risk communication activities. Communication strategies may vary depending on the type of event and LCHD's role in the response. These guidelines are written for a public health emergency and/or event, when LCHD is a lead response agency. If LCHD was involved in a multi-agency or multi-county response a Joint Information Center (JIC) may need to be activated to support risk communication activities.

LCHD may refer to these guidelines during communicable disease outbreaks, environmental incidents, weather related events, natural disasters, mass fatality events and during public conflict issues.

### Overview

Risk communication is the dynamic, interactive process of sharing information strategically and effectively about issues of high concern, to help people make informed decisions and understand risks (*Source University of Washington Northwest Center for Public Health Practice*). Risk communication principles can be applied to emergency and non-emergency response situations.

### Priorities

- Implement the six principles of crisis emergency risk communication from [CDC's CERC Manual](#) (*see next page*).
- Gain stakeholder and public confidence by providing information that is timely, accurate and credible.
- Keep the public calm by acknowledging uncertainty, recognizing fears, expressing empathy, showing respect and by promoting meaningful action to restore a sense of control, when possible.
- Meet the needs of media, partners, stakeholders and elected officials.
- Coordinate with other federal, state, and local agencies involved in responding and providing information to the public.
- Engage with the community throughout the event to assure needs are being met.

## *The* **Six Principles** *of CERC*

Throughout these chapters, six principles of effective emergency and risk communications are emphasized:

**1**



### **Be First:**

Crises are time-sensitive. Communicating information quickly is crucial. For members of the public, the first source of information often becomes the preferred source.

**2**



### **Be Right:**

Accuracy establishes credibility. Information can include what is known, what is not known, and what is being done to fill in the gaps.

**3**



### **Be Credible:**

Honesty and truthfulness should not be compromised during crises.

**4**



### **Express Empathy:**

Crises create harm, and the suffering should be acknowledged in words. Addressing what people are feeling, and the challenges they face, builds trust and rapport.

**5**



### **Promote Action:**

Giving people meaningful things to do calms anxiety, helps restore order, and promotes some sense of control.<sup>3</sup>

**6**



### **Show Respect:**

Respectful communication is particularly important when people feel vulnerable. Respectful communication promotes cooperation and rapport.

**Fully integrating CERC helps ensure that limited resources are managed well and can do the most good at every phase of an emergency response.**

CDC's Crisis Emergency Risk Communication (CERC) Manual

## Initial Activities

- ☐ Notify Health Officer, monitor the event and inquiries from the public.
- ☐ Activate the Public Health Emergency Plan (PHEP) and refer to the following capabilities: Emergency Operations Coordination, Information Sharing and Emergency Public Information and Warning. *Refer to 0: Plans– PHEP.*
- ☐ Develop an Incident Action Plan (IAP) using appropriate ICS forms. *Refer to 0: Plans– PHEP- Emergency Operations Coordination.*
- ☐ Assign staff ICS roles, including public information positions. *Refer to 0: Programs – PHEP - Emergency Operations Coordination – Job Action Sheets*
  - **Public Information Officer (PIO)** – assigned by the Health Officer and/or Incident Commander. Serves as spokesperson for the department and/or event. Determine if the situation requires a PIO within LCHD or if another Lincoln County department or outside partner should be assigned.
  - **PIO Team** –develop key messages, communication resources and media materials that are shared by the PIO. The PIO may delegate responsibilities to PIO team members.
  - **Content experts** – assigned areas of expertise related to department programs and/or the event. May be responsible for taking calls and email inquiries. PIO Team will consult with content experts when developing media and communication materials.
- ☐ Identify what initial communication messages need to be provided regarding the event, as well as delivery methods, timelines and assignments.
- ☐ If the event involves other agencies and jurisdictions, consult with them to determine messaging needs and obtain resources and technical support. This is best done through a timely scheduled meeting with all response partners.
- ☐ Share the process for documenting progress made on the IAP and communication priorities with all responding staff.

## Internal Communication Activities

- ☐ Hold scheduled staff briefings or program team meeting to assure situational awareness.
- ☐ PIO and PIO Team to develop a communication plan that includes: (use a work plan template)
  - Communication goals
  - Key messages with talking points
  - Target audiences, determine if there is a need to modify messaging
  - Various communication methods
  - Trusted organizations that can support delivery of messages
  - Assignments and timelines
- ☐ Utilize LCHD contact information for stakeholders, partners and media and determine. Google contact lists have been created for media, first responders, health alert partners and organizations. *Refer to 0: Programs- 24/7 Plan & Contact Database.*
- ☐ Consider need for updating phone system with automated messages or establishing triage lines for different topics or needs.
- ☐ Review public information assignments (PIO, PIO Team and content experts) and determine if updates should be made.

- ☐ Maintain regular communication with staff (email, briefings, etc.) to assure situational awareness and assure messaging is meeting the needs of the event as it evolves.
- ☐ Develop a tracking system/log to monitor feedback and discussion among staff, partners and the public in order to develop appropriate messaging that addresses concerns, questions and misinformation. *Refer to O: Forms – Intake Forms*

## **External Communication Activities**

### **Determine process to expedite approval of public messages**

- ☐ The PIO, PIO Team and content experts will develop messages and outreach using credible sources that are predefined. Data, talking points and resource templates from local, state and federal partners will be used to support unified messaging if available.
- ☐ Final information and outreach will be approved by the Incident Commander and/or Health Officer and shared to the public by the PIO.

### **Manage and respond to inquiries from the public**

- ☐ Track calls, emails and other inquiries being received from the public. Monitor trends in public concerns, frequently asked questions and misinformation. Share this information with PIO, PIO Team and content experts so talking points and messaging strategies can be completed as appropriate.
- ☐ All media inquiries and interview requests should be directed to the PIO.
- ☐ Utilize real time communication methods, such as social media, website postings, phone calls, text messages, mass emails, TV and radio for sharing timely information to the public.
- ☐ Consider need for updating phone system with automated messages or establishing triage lines for different topics or needs. If call volume is becoming overwhelming consider establishing a call center.
- ☐ Identify a central website for sharing event information, answers to frequently asked questions, and resources to support action. Reference website in all public communications.
- ☐ Request that response partners share central website and determine if other methods for information sharing should be considered.

### **Assure accurate and timely messages**

- ☐ Assure credibility by utilizing reputable sources, consulting with content experts (internal, local state), providing context when sharing data and citing sources for transparency. Don't speculate or provide personal opinions.
- ☐ Assure branding guidelines are followed and approved templates are used for all communications.
- ☐ Utilize tools such as message maps to develop key messages and talking points to support consistent messaging among staff and partners. Modify as needed for different audiences.
- ☐ Consult with community members and partners when developing communications to assure key messages are accepted, understood and can be acted upon.
- ☐ Utilize real time communication methods to assure timely messaging, such as social media, website postings, phone calls, text messages, mass emails, TV and radio.

### Utilize various methods to communicate with different audiences

- ☐ Assure various communication methods are used and messages are modified for different audiences.
  - Media Briefings & Interviews (TV, radio)
  - Press Releases/ PSAs
  - Hotlines/211
  - Website & Social Media
  - Community Meetings
  - Teleconferences
  - Mass Emails
  - Phone Calls
  - Text Messages
  - Mass Mailings
  - Community Flyers
  - Door to Door Notification
- ☐ Identify individuals and subpopulations who may be at higher risk or experience barriers receiving information. Modify messages and communication methods for different audiences using the CMIST framework (Communication, Maintaining health, Independence, Support and Safety, and Transportation). *Refer to O: Plans – PHEP – References - Lincoln County Access and Functional Needs Guidelines & Resources*
- ☐ Consider community engagement when identifying communication strategies. Community engagement means more than just pushing messages out. It is listening and reacting to community concerns and needs, ensuring reach to isolated or hard-to-access community segments, including communities in key decisions, and giving them active roles in the response. Use a variety of low, medium and high engagement methods.

#### Low Engagement

- Website updates
- Microsite for web syndication
- Social media updates
- Press releases

#### Medium Engagement

- Newsletters
- Email blasts
- Teleconferences
- Webinars
- Scheduled social media chats
- Radio PSAs
- Fact sheets and billboards

#### High Engagement

- Advisory groups
- Community forums
- Hotlines
- Press conferences and telebriefings

### Coordinate communications and development of messages among partners

- ☐ Schedule briefings with response partners to assure situational awareness, assess messaging needs and implement communication strategies.
- ☐ Develop an email distribution list so updates and resources can be shared real time.
- ☐ Create messages maps, materials and templates that can be utilized and shared with community members that they work with.
- ☐ Promote unified messaging, by including quotes of partners in press releases, encouraging participation in interviews and including agency logos on publications.
- ☐ Encourage partners to share information from our social media pages and websites to foster consistent messaging, trust and credibility.

### Dissemination of information during a technology disruption

- ☐ During a technology disruption or power outage event, contact partners, such as Lincoln County Emergency Management and Lincoln County IT Department for technical support and resources needs.



- ☐ Work with community organizations to determine methods for reaching community members, such as radio PSAs, social media and website postings, phone calls, text messages, door to door notifications or distributing printed materials. Assure call centers, such as 211 have information to share with callers. *Refer to O: Plans – PHEP – References - Lincoln County Access and Functional Needs Guidelines & Resources*

### **Address misconceptions or misinformation**

- ☐ Monitor news, social media and calls. Track misconceptions and misinformation that is circulating. Assure information is being shared with PIO, PIO Team and content experts.
- ☐ Engage with community members to better understand perceptions, concerns, information gaps and misinformation to determine messaging needs. Test messages with community members prior to releasing information to the public, if time allows.
- ☐ Update communication messages that correct misinformation. Avoid repeating false information (true/false, fact/myth, etc.) Use plain language and avoid jargon. Utilize communication methods that can be deployed in real time – social media, website postings, phone calls, text messages, mass emails, TV and radio.
- ☐ Utilize trusted messengers to deliver information to boost credibility, such as community leaders, community organizations, faith based groups, etc. Messages will reach more people and foster trust.

### **Resources**

- Message Map
- Press Release Template
- Intake Log *O: Forms – Intake Forms*
- Incident Action Plan *O: Programs – PHEP - Emergency Operations Coordination*
- ICS Organization Chart *O: Programs – PHEP - Emergency Operations Coordination*
- Work plan Template
- PIO Job Action Sheet *O: Programs – PHEP - Emergency Operations Coordination – Job Action Sheets*

### **References**

- CDC CERC Manual
- LCHD 24/7 Plan & Contact Database
- LCHD Communications & Branding Plan
- LCHD Responsible Accommodations Policy
- LCHD Public Health Emergency Plan
- LCHD Access & Functional Needs Guidelines & Resources
- LCHD Branding Guidelines



## Behavioral Health 360 Program License Agreement

This License Agreement ("Agreement") is made and entered into as of the date last signed below (the "Effective Date") by and between CredibleMind, Inc. ("CM"), a California Corporation with its principal place of business located at 30 Liberty Ship Way, Suite 3200, Sausalito, CA 94965, and Lincoln County Health Department ("Client"), with its principal place of business located at 607 N. Sales Street, Suite 101, Merrill, WI 54452.

1. Customization of Behavioral Health 360 Program. The Behavioral Health 360 Program is a combination of the CredibleMind Platform and Support Services provided by CredibleMind. In consideration for Client's payment of the fees set forth in the Statement of Work attached as Exhibit A hereto ("Statement of Work"), CM will use all reasonable business efforts to customize its CredibleMind Platform ("CM Platform"), and provide implementation, training, and maintenance support services for the CM Platform as described in the Statement of Work within the time frames estimated in the Statement of Work. CM will host, operate and maintain its CM Platform implementation on servers operated by or for CM.

2. Limited Warranty; Disclaimer. Client acknowledges that (i) CM's products and services, including the CM Platform and supporting services provided hereunder, are not a substitute for medical or legal advice. CM does not make any express or implied warranties in connection with this Agreement, the CM Platform or any supporting services or deliverables provided to Client hereunder except those specifically set forth herein.

3. Payment. Client agrees to pay to CM the fees as set forth in the Statement of Work. In the event that any amount due to CM hereunder is not paid within 45 days of Client's receipt of the corresponding invoice, without waiving any claim or right against Client and without liability whatsoever to Client, CM reserves the right to suspend or terminate Client's access to the CM Platform and the performance of any services provided hereunder. The amounts payable to CM set forth in Exhibit A are exclusive of any sales or use or other taxes or governmental charges. Client shall be responsible for payment of all such taxes or charges except for any taxes based solely on CM's net income. If Client is required to pay any taxes based on this Section 3, Client shall pay such taxes with no reduction or offset in the amounts payable to CM hereunder.

4. Term; Termination. This Agreement is effective upon signing and will continue for five (5) years with automatic annual renewals thereafter unless CM or Client gives sixty (60) days' prior written notice to the other party of non-renewal. CM or Client may terminate this Agreement upon thirty (30) days' prior written notice of the other's material breach and failure to substantially cure the breach within thirty (30) days of receipt of the notice of breach. CM or Client may terminate this Agreement for convenience upon six (6) months' prior written notice to the other party. Upon expiration or termination of this Agreement, all Licenses granted by CM to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated with the CM Platform and associated intellectual property. If CM terminates this Agreement for convenience or the Agreement is terminated due to CM's breach as provided above, it shall refund to Client the unearned prorated portion of the Annual License Fee (as defined in Exhibit A) paid for the then-current annual licensing period. If Client terminates this Agreement for convenience or the Agreement is terminated due to Client's breach as provided above, Client will pay to CM any unpaid portion of the Implementation Fee (as defined in Exhibit A) and any unpaid portion of the Annual License Fee due for the then-current annual licensing period.

5. Limitation of Liability. In no event shall CM be liable for any loss of profit or revenue or cost of procurement of substitutes by Client, or for any other consequential, incidental, indirect or special damages incurred or suffered by Client arising as a result of or related to this Agreement, whether in contract, tort, or otherwise, even if CM was advised of the possibility of such loss or damages. Client

further agrees that the total liability of CM for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of CM, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to CM hereunder during the twelve (12) month period preceding the date the claim arises. Client's sole and exclusive remedy for any claim against CM with respect to the quality of the deliverables and supporting services provided under this Agreement shall be the correction by CM of any material defects or deficiencies therein, of which Client notifies CM in writing within ten (10) days after the delivery of such deliverables or completion of that portion of the supporting services. In the absence of any such notice, the deliverables and supporting services provided hereunder shall be deemed satisfactory to and accepted by Client.

**6. Intellectual Property. Licenses:** While this Agreement is in effect and in consideration for Client's payment of the fees set forth in the Statement of Work, CM grants to Client a non-exclusive, non-transferable, non-sublicenseable, License to (a) access and remotely interact with the CM Platform and allow users of its CM Platform website ("Users") such access and interaction; (b) use CM's trademarks to the limited extent as stated below; (c) access CM Platform utilization data; and (d) access error corrections to the CM Platform, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to CM a worldwide, non-exclusive, royalty-free License to use, reproduce, distribute, perform and display any and all content it provides to CM in connection with the CM Platform. **Trademarks:** CM and Client each grant to the other a limited, non-exclusive, non-sublicenseable, worldwide License to use the other's trademarks, trade names, copyrights and logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each party's obligations under this Agreement during its term. CM and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. CM and Client may each terminate the other's License to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such problem is not cured within ten (10) days of notice thereof. Each party agrees not to contest the other party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights or Licenses or uses whatsoever in or to the CM Platform or CM's Trademarks are granted to Client. CM is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to the original and copies of the CM Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the CM Platform, and any deliverables and supporting services provided by CM under this Agreement. **Protections:** CM and Client shall cooperate to police and protect the CM Platform and its associated intellectual property. Client shall promptly notify CM in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the CM Platform and its associated intellectual property ("Violations") of which it becomes aware and CM shall have the primary right, but not the obligation, to bring and control any suits against any such Violations and retain the entirety of any award arising from such suit. Client shall have no claim of any kind against CM based on or arising out of CM's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions:** Client shall accurately produce and reproduce all CM intellectual property notices on all copies Client produces or reproduces of the CM Platform and associated data, screens, and software, and shall not remove any CM intellectual property notices from any materials. Any website through which a user interacts with the CM Platform shall have, at a minimum, attribution to CM for creating and operating the website and service, including a "Powered by CredibleMind clickable link in the navigation header of all pages, CM copyright notices on all pages, and appropriate credit for the platform and links back to CM in any "about us" section. **Confidential Information:** During the term of this Agreement and for a period of two (2) years thereafter, each of CM and Client will keep in confidence and not disclose or disseminate, or permit anyone working under its direction to disclose or disseminate, the existence, source, content or substance of any of the other's Confidential Information to any other person. "Confidential Information" is all nonpublic information concerning the business, technology, internal structure and strategies of either CM or Client disclosed to the other orally, or in tangible form, and is either marked as "confidential" or identified as "confidential" prior to disclosure. Employees and independent contractors of one party will be given access to the Confidential

Information of the other party only on a need-to-know basis. Client agrees that the trade secrets and know-how included in the CM Platform and associated intellectual property shall be treated as Confidential Information regardless of whether such trade secrets and know-how are marked, stamped or otherwise identified as confidential. Information shall not be deemed Confidential Information if it is (i) now generally known or available or which, hereafter through no act or failure to act on the part of CM or Client as the receiving party ("Recipient"), becomes generally known or available; (ii) rightfully known to Recipient at the time of receiving such information; (iii) furnished to Recipient by a third party without restriction on disclosure and without Recipient having actual notice or reason to know that the third party lacks authority to so furnish the information; (iv) independently developed by Recipient; or (v) required to be disclosed by law or by a government entity, provided however that Recipient, before making a use or compelled disclosure of Confidential Information, shall give ten (10) business days' prior written notice to the owner of the Confidential Information stating the intended use or disclosure to be made and citing the applicable sub-section of (i) - (v) above allegedly giving it the right or obligation to do so.

7. User Relations. Client will either incorporate CM's terms of use into its terms of use, as will be displayed on Client's website, or allow CM to maintain a terms of use link and document on the CM Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the CM Platform implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by CM. CM will provide second tier support directly to Client through Web, email and telephone support during normal business hours (9AM to 5PM Pacific Time) with an initial response within one business day that includes an estimated time for final resolution. Client will designate and CM will train one support person who will be Client's interface with CM on support matters.

8. Indemnity. Each of CM and Client (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which the Indemnified Party may incur as a result of claims in any form by third parties arising from: (a) the Indemnifying Party's gross negligence or willful misconduct in the performance of its obligations under this Agreement, or (b) the Indemnifying Party's content or trademarks or associated intellectual property. The foregoing obligations are conditioned on the Indemnified Party: (i) giving the Indemnifying Party notice of the relevant claim, (ii) cooperating with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim, and (iii) giving the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval. The Indemnified Party shall have the right to participate in the defense at its expense. Notwithstanding the foregoing, CM assumes no liability for any claims arising from the following: (i) the combination of the CM Platform and associated intellectual property or use with other hardware, software or other items not provided by CM; (ii) the modification of the CM Platform or any part thereof by Client; (iii) use of the CM Platform for a purpose or in a manner for which it was not designed, or (iv) Client's specifications or designs. Client shall indemnify and hold harmless CM from and against any claims arising out of such exclusions (i)-(iv). This Section 8 states Client's sole and exclusive remedy and CM's entire liability for any alleged infringement of a third party's intellectual property right.

9. Resolution of Disputes. Except as expressly otherwise provided herein, the parties agree that any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 9, which shall be the sole and exclusive procedures for the resolution of disputes.

(a) In the event a dispute arises between the parties, each party's goal is a neutral and cost-effective means of resolving the dispute quickly. Accordingly, each party agrees that any claim or controversy arising out of or relating to this Agreement shall be resolved, in the first instance, by contacting the other party to the controversy directly to seek a resolution.

(b) If a dispute between the parties cannot be resolved by informal meeting and discussions within thirty (30) days after commencement thereof, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to (i) either party pursuing any other available remedy in relation to the dispute and (ii) either party recovering attorneys' fees under Section 10. During mediation, the parties agree to negotiate in good faith as to the matter submitted to mediation. Mediation shall take place under the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes. The parties shall jointly appoint a mutually acceptable neutral third-party mediator. If the parties are unable to agree upon the appointment of a mediator, either party may request CPR assistance in the selection of a mediator under its guidelines. The costs of the mediation will be shared equally between the parties, unless otherwise agreed to in writing by the parties. Mediation shall take place in Marin County, California. If the parties are unable to come to a resolution of the dispute within the lesser of forty-five (45) days after appointment of a mediator or fifteen (15) days after commencement of the first mediation session, unless extended by agreement of the parties, either party may institute arbitration proceedings pursuant to Section 9(c) below.

(c) All disputes that have not been resolved by the parties through informal discussions or mediation shall be finally settled by arbitration by a mutually acceptable arbitrator in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration will be Marin County, California. The decision of the arbitrator will be final and may not be appealed. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement, and may, in its discretion, award fees and costs as part of its award.

10. Attorneys' Fees. Subject to Section 9, if any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

11. General Provisions. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict-of-laws rules of the State of California. **Severability, Headings**: If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. **No Hire**. Without the prior written consent of CM until twelve (12) months after the date the CM personnel were last involved in any activity related to the Agreement, Client agrees to refrain from employing, as a result of direct solicitation, or directly or indirectly soliciting the employment/engagement of CM's employees, agents, and subcontractors who have worked on the Agreement ("Personnel"). If Client is interested in hiring one or more of CM's Personnel, such interest will be discussed first with CM prior to discussing such an offer with the Personnel. In no event shall this provision apply with respect to Personnel of CM who are recruited in response to a solicitation made to the public. **Force Majeure**: If performance of a party's obligations is interfered with by any condition beyond such party's reasonable control, the affected party shall be excused from performance to the extent of such condition. The operation of CM's servers and the provision of the CM Platform and supporting services hereunder may be interfered with by numerous factors outside of CM's control. CM does not guarantee continuous, uninterrupted or secure provision of the CM Platform and supporting services, and Client acknowledges that the CM Platform and supporting services may be unavailable for sustained periods of time. Should the CM Platform and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if CM does not restore service within 30 days thereafter, Client may terminate this Agreement and be entitled to a refund of the unearned prorated portion of the Annual License Fee paid for the then-current annual licensing period. **Independent Contractors**: CM and Client are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created hereunder. **Notice**: Any notices hereunder shall be given to the appropriate party at the address specified herein or at such other address, as the party shall specify in





writing. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified mail, postage prepaid, three (3) days after the date of mailing. **Assignment:** This Agreement may not be assigned by either party without the express written consent of the other party. Notwithstanding the foregoing, CM may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the CM Platform and associated intellectual property, to another party so long as such assignment is to an authorized partner of CM that agrees to be bound by the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if assignment is properly made pursuant to this Agreement). **Announcement and Non-compete:** Upon signing of this Agreement the Parties shall jointly announce the business relationship in a manner mutually agreeable to both Parties, such as a press release or other similar form. During the term of this Agreement (including any renewal period(s) hereof), Client agrees that it will not develop, nor embed, link, co-brand or promote on its CM Platform implementation's website, any tools, products or services provided internally or by a third party, that are substantially competitive with or similar to CM's tools, products or services without giving to CM 90 days' prior written notice, which notice shall provide to CM the option of terminating this Agreement for Client's material breach. **Entire Agreement; Waiver:** This Agreement (including Exhibit A attached hereto) sets forth the entire agreement of the parties, and supersedes any and all oral or written agreements or understandings between them, as to the subject matter of this Agreement. It may be changed only in a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. **Survival:** Sections 4 ("Termination"), 5 ("Limitation of Liability"), 6 ("Intellectual Property"), 8 ("Indemnity"), 9 ("Resolution of Disputes"), 10 ("Attorneys' Fees") and 11 ("General Provisions") shall survive any expiration or termination of this Agreement. **Counterparts:** This Agreement may be executed in one or more counterparts, by facsimile, by electronic signature, or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. **Authority to Bind:** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. The parties agree that faxed and scanned copies of fully executed contracts are accepted as original and binding on the parties.

**IN WITNESS WHEREOF**, the parties hereto, having been duly authorized, execute this Agreement on the dates indicated:

**For CredibleMind, Inc.**

**For Lincoln County Health Department**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Deryk Van Brunt

Print Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

30 Liberty Ship Way, Suite 3200  
Sausalito, CA 94965

607 N. Sales Street, Suite 101  
Merrill, WI 54452



## Exhibit A

### Statement of Work: Behavioral Health 360 Program

The Behavioral Health 360 Program consists of a combination of the CredibleMind Platform and Services provided by CredibleMind, Inc.. CredibleMind ("CM") will make the CredibleMind Platform and Services ("CM Platform") available to Lincoln County Health Department ("Client") as follows:

#### **Implementation**

##### **Project Summary**

The CM Platform is a Software as a Service (SaaS) tool delivered through a unique URL branded to Client. During implementation of the platform, Client and CM will work together to build a customized version for Client. Client will have access to the most recent version of the platform, including access to expert-reviewed resources for user mental health and well-being improvement, interactive assessments, and mental health and well-being topic write-ups. During the implementation, the Client project team will be trained in how to use the platform and how to engage their end-users.

##### **Client Responsibilities**

In the implementation phase, Client will be responsible for the following:

- Provide a logo to be placed on CM Platform
- Attend Kickoff Meeting
- Approve Site Branding and Design
- Access the CredibleMind online client portal to add in customer resources to their CM Platform, as desired, including but not limited to organization benefit programs, wellness programs, and partner organizations. Unlimited accounts to add and edit content are available.

##### **Milestones**

- Kickoff Meeting - Within 2 Weeks of contract signing
- Build, modify and design custom CM Platform - Within 2 weeks of Kickoff Meeting, upon receiving unique client resources
- Launch - Within 6 weeks of contract signing

##### **Project Deliverable**

At the end of the implementation, Client will have access to a co-branded version of the CM Platform.

##### **Account Management and Support**

CM will assign one Customer Success Manager (CSM) to work directly with Client. The CSM will be available during normal business hours.

## **Maintenance**

The maintenance phase begins after launch of the CM Platform. During this phase, Client will continue to receive ongoing training and support to ensure successful adoption and usage of the CM Platform by the target audience.

## **Reporting**

After launch, Client will receive a report on site usage following each calendar quarter. The report will include information such as number of users and most frequently visited topics, trends, resource views and recommendations. In addition, Client will have access to an online reporting dashboard. The dashboard includes real time data on number of users, frequently visited topics, trends, and resource views. Up to three reporting user accounts tied to specific email addresses are included in the Annual License Fee.

## **End-User Engagement**

Client will be responsible for marketing and promoting the CM Platform to their intended users. CM will support these efforts with the following:

- Client newsletters with expert curated resources and content that can be shared by Client in their own communication channels
- CM-produced end-user engagement emails for all signed-up users
- Embeddable widgets to drive site traffic
- Up to two (2) posters or other pieces of collateral to be used for CM Platform marketing with a limit of two (2) revisions per item
- Access to the CredibleMind engagement playbook with best practices on marketing and launching the platform.
- Access to the CredibleMind social media toolkit - a database of over 100 CredibleMind branded social media posts on over 50 topics
- Provide a \$1,200 one year Google Ad credit to be used to promote the anxiety and/or depression assessments

## **Account Management and Support**

CM will assign one Customer Success Manager (CSM) to work directly with Client. The CSM will be available during normal business hours.

## **Service Level Agreement**

CM guarantees the CM Platform will be up and running 24/7/365 with 99.5% uptime outside of planned monthly service windows.



## Payment Terms

### Pricing

CredibleMind Platform for Lincoln County Health Department Community

Description	Fee
Implementation	\$1,000
Annual License	\$6,210

### Optional Add-On Services

Additional services can be purchased by Client through a written request to the Customer Success Manager (CSM) for the following additional fees:

1. Additional reporting user accounts: \$150/user/term year
2. Google Ads for anxiety and/or depression resources: the cost of the Google Ad + 10% fee.
3. Additional Google Ads for other topics: a one-time setup fee of \$1000 per topic and the cost of the Google Ad + 10% fee.
4. Additional languages are available for an additional fee. Contact your CSM for the most up to date pricing.

### Billing Schedule

1. The Implementation Fee of \$1,000 and Annual License Fee of \$6,210 shall be due upon contract signing for a total of \$7,210.
2. Any subsequent Annual License Fees shall be due upon the anniversary of contract signing.
3. Additional fees incurred by Client hereunder will be invoiced periodically by CM and payments are due within thirty (30) days of receipt of the invoice.
4. CM will provide an invoice to Client for all payments that become due. In the event of non-payment sixty (60) days after the due date, the amount due will increase 1% per each month that the invoice is not paid starting on the due date.
5. Client has assigned the following as the billing contact for CM:

Kristin Bath, CHES  
Public Health Educator, Lincoln County Health Department  
kristin.bath@co.lincoln.wi.us  
715-539-1373

### Travel and Related Business Expenses

In-person meetings are available at request. Travel and related business expenses associated with in-person meetings must be pre-authorized by Client, and will then be reimbursed to CM.

## VIEW ONLY ACCESS AGREEMENT

**THIS VIEW ONLY ACCESS AGREEMENT** ("Agreement") is made by and between **MARSHFIELD CLINIC HEALTH SYSTEM, INC.**, a Wisconsin not-for-profit corporation ("MCHS") and **LINCOLN COUNTY HEALTH DEPARTMENT** ("Participant").

### BACKGROUND STATEMENT

The parties are entering into this View Only Access Agreement to outline the terms and conditions under which Participant will have access to the EMR Data.

#### 1. RIGHTS AND OBLIGATIONS OF THE PARTIES.

**1.1 Right of Access to EMR Data.** Participant shall have the right to access the EMR Data, on a "read-only" basis, solely for treatment purposes, and shall have no ownership rights in, nor any right to input data into, the EMR Data.

**1.2 Security.**

1.2.1 Participant will exercise its best efforts, consistent with applicable laws, rules and regulations, to maintain the security of its computer network and the EMR Data against unauthorized access, use or disclosure. Such efforts may include, but not be limited to: (i) establishing physical access controls to the Party's hardware and data centers; (ii) maintaining effective firewalls, anti-virus programs and other electronic systems designed to monitor, track and prevent unauthorized access; and (iii) requiring logon IDs, passwords or other access controls (including without limitation biometric access controls) to Participant's network and the Applications. In addition, Participant shall adopt and implement policies regarding network security and the safeguarding of passwords, logon IDs and other access devices that would enable access to the EMR Data. Participant will cooperate with MCHS to coordinate and standardize its security response procedures and coordinate the efforts of its security personnel.

1.2.2 Participant shall do all things necessary to ensure its systems for accessing the EMR Data are in compliance with the security standards under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") found at 45 C.F.R. Part 164, Subparts A and C (the "Security Rule"), as of the compliance date thereof.

1.2.3 MCHS may from time to time implement policies and procedures relating to the use and access of the EMR Data including, without limitation, policies and procedures relating to privacy and security. Participant's access and continued access to the EMR Data is conditioned on adoption of and compliance with all applicable MCHS policies and procedures. Participant shall defend and indemnify MCHS against any liability claim or action resulting from a failure of Participant to comply with the policies and procedures as implemented by MCHS.

#### 2. ACCESS TO AND USE AND DISCLOSURE OF DATA.

**2.1 General Rule of Access.** Throughout the term of this Agreement, Participant shall have the right, subject to applicable law, availability of the EMR Data and such limitations as are set forth herein or as may be imposed from time to time by MCHS, to access select data in the EMR Data for treatment purposes only, but shall have no right to contribute data to or alter any data in the EMR Data.

**2.2 Compliance with Laws.**

2.2.1 Participant shall at all times comply with all applicable federal and state laws in accessing, using or disclosing data from the EMR Data. Participant agrees that the act of accessing data in the EMR Data constitutes a certification to and for the benefit of all who created such data, or who contributed such data to the EMR Data or who otherwise have an ownership interest in such data, that such access is, and Participant's subsequent use or disclosure of the data will be, consistent with applicable law. Participant will not, nor permit its Users (as defined in Section 2.4.1) to falsely identify itself, use any access codes or security devices without authorization,

misrepresent the purposes for which data in the EMR Data is being accessed, used, or disclosed, or attempt to circumvent any security or access control device, protocol or system designed in whole or in part to regulate access to the EMR Data.

**2.3 Cooperation With MCHS.** In addition to the obligations otherwise set forth in this Agreement, Participant shall have the following obligations:

2.3.1 To comply with all requests from MCHS for information about Participant's internal handling of data in the EMR Data.

2.3.2 To comply with all requests from MCHS for information about releases or other uses of data from the EMR Data by Participant.

**2.4 Access by Individual Users.**

2.4.1 Participant shall limit access to, use of, and disclosure from the EMR Data to only those of its employees, medical staff, subcontractors and agents ("Users") with a need to access or use the EMR Data in the course of performing medical treatment on behalf of Participant. With the exception of Users who are employed by or under contract with MCHS, Participant accepts full responsibility for the acts of its Users for compliance herewith.

2.4.2 Prior to acquiring access to the EMR Data, each User granted access will be required to complete the following:

- (a) MCHS's approved training on use of the EMR Data and its software;
- (b) Training as set forth in Section 2.5; and
- (c) Acknowledgment that such User has not been previously denied access to the EMR Data.

2.4.3 Data necessary for Users to access the EMR Data shall be provided by MCHS following receipt of pertinent information.

2.4.4 MCHS may restrict or withdraw access of Participant or any of Participant's Users without notice if it has reason to believe that any User has violated any of the terms of this Agreement.

2.4.5 Participant will allow MCHS providers on its staff, if any, access to and use of the EMR Data at Participant's facility, at no charge. Such providers are not considered Participant's Users for purposes of this Agreement.

**2.5 Policy, Training and Monitoring.** Participant will ensure that all Users complete all training required by MCHS, within the specified time frames, for initial and continued access to the EMR Data. Failure to complete such training may result in suspension of access to the EMR Data by individual Users or by Participant.

Participant will monitor the accessing, use and disclosure of data by its Users, and will take appropriate corrective or disciplinary action, up to and including termination of employment or termination of a contract in response to any violations of the foregoing. Participant shall promptly report to MCHS's Privacy Officer any termination of any Users of Participant. Participant shall promptly report to MCHS any access to, or use or disclosure of, confidential data by its Users that is not in compliance with applicable law or this Agreement.

**3. AUDIT RIGHTS AND REPORTING OF BREACHES.**

**3.1 Audit.** During the term of this Agreement, MCHS may audit Participant's compliance with this Agreement. Any such audit shall not unreasonably interfere with the Participant's business activities.

**3.2 Reporting of Security Incidents.** Participant shall immediately report to the MCHS's Privacy Officer, as designated by MCHS from time to time, any unauthorized access to the EMR Data or a patient's record contained therein of which it becomes aware, as well as any other incidents that would or do threaten the security or integrity of the EMR Data. MCHS shall have the right to conduct its own investigation into such incident and Participant agrees to cooperate with such investigation.

#### **4. TERM AND TERMINATION.**

- 4.1 Term.** This Agreement shall be effective on the date of last signature below and will continue for an initial term of one (1) year. Thereafter, this Agreement will automatically renew for additional one (1) year renewal terms unless terminated as set forth herein. Either party may terminate this Agreement by giving the other party written notice of termination no less than thirty (30) days prior to the end of the initial term or any renewal term.
- 4.2 Termination by MCHS.** MCHS shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Participant.
- 4.3 Termination for Breach.** In the event of a material breach by Participant, MCHS may terminate this Agreement on five (5) days' written notice, unless the breach is cured to MCHS's satisfaction within such time.
- 4.4 Effect of Termination.** Upon termination of this Agreement, Participant shall have no further access to the EMR Data. To the extent that Participant retains any copies of data obtained from the EMR Data, such copies will continue to be subject to the use restrictions and confidentiality and security provisions of this Agreement.

- 5. INDEPENDENT CONTRACTOR.** No relationship of employer or employee is created by this Agreement, it being understood that personnel employed by a Party will remain employees of that Party and will act hereunder for another Party as independent contractors, and that no Party shall have or exercise any control or direction over the methods which another Party's personnel shall perform their work and functions. Except as expressly stated herein to the contrary, the obligations of the Parties and their corresponding liabilities are several, and no Party shall have joint responsibility for another Party's acts or omissions.

#### **6. GENERAL PROVISIONS.**

- 6.1 Availability of Records.** Until the expiration of four (4) years after the furnishing of the services pursuant to this Agreement, the Parties shall make available, upon written request to the Secretary of the U.S. Department of Health and Human Services, or upon request to the Comptroller General or any of their duly authorized representatives, the contract books, documents and records of the respective parties that are necessary to verify the nature and extent of such costs, and if a Party carries out any of the duties of this Agreement through the subcontractor, with a value or cost of \$10,000 or more over a 12-month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or upon request of the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. (This paragraph shall be of no force or effect if not required by law.)
- 6.2 Amendments.** This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid it shall be reduced to writing and signed by the Parties.
- 6.3 Exclusion From Federal Health Care Programs.** Participant represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care programs including Medicare and Medicaid. This representation includes all employees of Participant. Participant hereby agrees to immediately notify MCHS of any proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid, with respect to it or any of its employees or contractors. In the event that Participant is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Participant is in breach of this requirement this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. In the event that any employee

of Participant is excluded from participation in any federally funded health care programs, including Medicare and Medicaid, Participant shall immediately remove the excluded employee from providing any services in connection with this Agreement and shall notify MCHS in writing, stating the information known by the Participant regarding the basis for the exclusion and the steps taken to remove the excluded employee from providing services in connection with this Agreement. If MCHS determines that the continued employment of the excluded employee by Participant impairs its ability to bill for services, then MCHS may terminate this Agreement upon thirty (30) days' prior written notice to Participant; provided, however, that such notice shall be of no effect if Participant terminates the employment of such employee prior to the end of the notice period.

- 6.4 Liability Insurance.** Participant shall obtain and maintain liability insurance for itself and its employees, officers, directors, medical staff, subcontractors and/or agents in the minimum amount of \$1,000,000, covering its and their duties and acts hereunder and in its and their access to, use and disclosure of data in the EMR Data. Such insurance shall at minimum protect against claims arising out of unauthorized access to or unauthorized release of "protected health information" as such term is defined by the Health Insurance Portability and Accountability Act and regulations. This insurance will (i) be issued by an insurance company or companies licensed or lawfully doing business in Wisconsin; (ii) be primary to any coverage available to the other parties; and endeavor to provide for at least thirty (30) days' written notice of cancellation. Upon MCHS's request, Participant will furnish MCHS with a current certificate of insurance evidencing the required coverage.
- 6.5 Entire Agreement** This Agreement, together with all exhibits, appendices, and addenda hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the parties that may relate to the subject matter of this Agreement. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Agreement, other than those set forth herein.
- 6.6 Governing Law and Venue.** This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin, without regard to its conflict of law provisions. For purposes of litigating any dispute that arises under this Agreement, the parties hereby agree that such litigation shall be conducted in the courts of Wood County or the federal courts for the United States for the Western District of Wisconsin.
- 6.7 Hold Harmless and Indemnification.** Participant shall defend, indemnify and hold harmless MCHS and its respective employees, directors, agents and medical staff members from and against any and all claims, suits, actions, damages, judgments liabilities, cost and expenses, including reasonable attorneys' fees, incurred by such other parties in any way resulting or arising from, related to, or incurred in connection with the Participant's access to, use of, or disclosure from the EMR Data.
- 6.8 Limitation of Liability.** PARTICIPANT UNDERSTANDS AND AGREES THAT IT ACCESSES AND USES THE EMR DATA AND THE DATA THEREIN AT ITS OWN RISK. NEITHER MCHS NOR ITS EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, SHALL HAVE ANY LIABILITY OF ANY KIND, REGARDLESS OF CAUSE, AND REGARDLESS OF WHETHER ARISING IN TORT, CONTRACT, WARRANTY OR OTHERWISE, TO PARTICIPANT FOR ANY LOSSES, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PARTICIPANT'S ACCESS TO OR AND USE OF THE EMR DATA OR ANY DATA THEREIN, THE UNAVAILABILITY OF THE EMR DATA, OR THE ACCURACY, TIMELINESS OR COMPLETENESS OF ANY DATA THEREIN.
- IN NO EVENT WILL MCHS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES OR DOWNTIME, SPECIAL, INDIRECT, INCIDENTAL DAMAGES OR OTHER CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EMR DATA.
- 6.9 Disclaimer of Warranties.** ACCESS TO AND USE OF THE EMR DATA BY PARTICIPANT IS "AS IS" AND "WITH ALL FAULTS." THERE ARE NO, AND MCHS DISCLAIMS ANY AND ALL,

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE REGARDING THE EMR DATA OR ITS ACCESS OR USE, AND WARRANTIES OF AVAILABILITY, ACCURACY, TIMELINESS, OR COMPLETENESS OF THE EMR DATA.

**6.10 Notices.** Notices required under this Agreement should be sent by personal delivery, U.S. mail, first-class postage prepaid, or a national courier service, such as Federal Express, fees prepaid, addressed as follows:

If to MCHS:

Marshfield Clinic Health System, Inc.  
1000 N. Oak Avenue  
Marshfield, WI 54449  
Attention: IS Contracts Coordinator, Legal Services (1J2)

If to Participant:

Lincoln County Health Department  
607 N. Sales Street, Suite 101  
Merrill, WI 54452  
Attention: Shelley Hersil, Health Officer

**6.11 Confidentiality.**

Participant acknowledges that as a result of this Agreement it may be exposed or have access to certain confidential information, including without limitation, information related to personnel, patients, business plans, intellectual property, trade secrets, finances or operations (collectively "Confidential Information"), belonging to MCHS. Participant agrees to hold all such Confidential Information in confidence and, without the written consent of MCHS, not to disclose such information to any third parties, or to their own employees or agents who do not have a need to know.

Participant acknowledges that this Agreement and the terms contained herein are confidential and agrees not to disclose this Agreement or any of its terms to any third party, or to their own employees or agents who do not have a need to know, except as required by law.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective as of last date of signature below.

**MARSHFIELD CLINIC HEALTH  
SYSTEM, INC.**

**LINCOLN COUNTY HEALTH  
DEPARTMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_