

LINCOLN COUNTY
BOARD OF HEALTH MEETING
Wednesday, April 24, 2024 at 5:00 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

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. Election of Committee Positions
4. Approve Minutes of Previous Meeting(s)
5. Q & A on Written and Financial Report
6. Approval of Timesheets 3/4/2024 – 3/31/24
7. Approval of Year End 2024 Budget Modifications
8. Donation Carry Over Funds from 2023 to the 2024 Budget
9. Overview Public Health
10. 2023 Performance Management End Of Year Report
11. Approval of Licensing and Inspection Fees
12. Possible Action Recruitment of Public Health Nurse
13. ARPA Grant Projects
 - Possible Approval of Credible Minds
 - Water Test Kits
14. Approval of Marshfield Clinic Agreement to View EMR Data
15. Next Meeting Date; Agenda Items
16. Adjourn

Distribution:

Board of Health Members - Angela Cummings (Chair), Laurie Thiel (Vice Chair), Dana Miller, 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
MARCH 20, 2024 4:00 PM
MEETING MINUTES

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: Kristin Bath, Public Health Educator; Michael Mandli, EH Specialist; Erin Ray, EH Technician; Loretta Bartz (via teleconference)

DEPARTMENT HEAD: Shelley Hersil

1. **Call to Order:** Chairperson Cummings called the meeting to order at 4:00 p.m.
2. **Public Comment:** None.
3. **Approval of Minutes of Previous Meeting:** Motion to approve minutes of the previous meeting by Thiel, 2nd by Miller. All ayes, motion carried.
4. **Q & A on Written Report and Financial Report:** Reports reviewed and placed on file.
5. **Approval of Timesheets February 5, 2023-March 3, 2024:** Motion by Osness, 2nd by Thiel to approve timesheets. All ayes, motion carried.
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:** Motion made by Osness, 2nd by Miller to nominate Corey Apprill as Member at Large. Motion made by Mueller, 2nd by Allen to nominate Mike Loka as Member at Large. Roll call vote taken: 5 votes for Apprill: Thiel, Miller, Osness, Kissinger Wolf, Cummings; 3 votes for Loka: Mueller, Allen, Clark. Thiel made a motion to forward three names – Dr. Michael Clark, Kay Kissinger Wolf, Corey Apprill – to the Lincoln County Board for approval, 2nd by Miller. Seven ayes, Kissinger Wolf abstained. Motion approved.
7. **Environmental Health Update – Michael Mandli, EH Specialist and Erin Ray, EH Technician:** Mandli and Ray reviewed the second year of the FDA grant, which focuses on training, outreach, staffing, safety, and evaluation. There has been an increase in inspections of home rentals and private wells.
8. **Update on Risk Communications Guidelines – Kristin Bath, Public Health Educator:** Bath updated the Board on formal guidelines that were drafted in January, 2024, with Public Health as the lead. Focus on internal and external communication.
9. **ARPA Grant Spending:**
 - **Discussion of Scope of Work:** Hersil estimates there will be \$150,000 left of the ARPA Public Health grant at the end of the year. She will check into the needs of other departments in Lincoln County, focusing on greatest need and sustainability.
 - **Update on Mental Health Priorities, Community Health Plan 2023-2028:** There is an increasing demand for mental health services, but a lack of access to mental health professionals in Lincoln County.
 - **Credible Minds – Possible Action, Kristin Bath, Public Health Education:** Bath reviewed the prevention tool that would help promote and expand mental health resources. Corporation Counsel is working on a contract. Revisit in April, 2024.
 - **Water Testing Campaign for Low Income Families – Possible Action:** Hersil proposed a free water testing campaign for low income families with private wells, including a donation toward remediation of problem areas. Revisit in April, 2024.
10. **Approval of Marshfield Clinic Agreement to View EMR Data:** LCHD would have access to patient records in order to follow up on communicable diseases in a timely manner. Suggestion

made to spell out the acronym EMR and review that we have adequate insurance. Revisit after Corporation Counsel has approved the contract.

11. **Update on Recruitment and Retention of Public Health Staff using the CDC Infrastructure Grant:** Advertisement was changed to reflect a 28-40 hour position in hopes of attracting more applicants.
12. **Letter of Support for Wisconsin State Lab of Hygiene Grant Application to Purchase Lead Isotope Equipment:** Motion by Thiel and seconded by Kissinger Wolf to approve and send letter of support. All ayes. Motion carried.
13. **Other:** Kissinger Wolf reported on a workshop entitled Preventing Child Sexual Abuse in Organizations that will be held May 2, 10 a.m.-2 p.m., at Tomahawk Incredible Bank. Registrar materials are attached.
14. **Agenda Items and Next Meeting:** Next meeting is April 17, 2024, at 4:00 p.m. at the LC Service Center. Agenda items include: Budget Modifications, Credible Minds contract, water testing grant, EMR Data Agreement with Marshfield Clinic.
15. **Adjourn:** Meeting adjourned at 5:36 p.m.

B. Mueller, Secretary, Minutes submitted 3/22/2024

DRAFT

Lincoln County Health Department

Board of Health Written Report– March 14, 2024 – April 10, 2024

Director Meetings

Meeting(s)	Date	Location
County Board Meeting	3/19/24	Merrill

Operations

Staff Recruitment	Date Vacant	Progress
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.

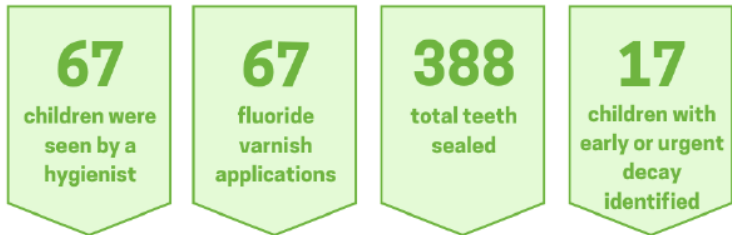
Community Health Improvement Plan (CHIP)

- **Adult Mental Health First Aid Training, April 1, 8:00-4:30 pm in Merrill.** 23 participants. The course teaches about risk factors and warning signs for mental health and addiction concerns and ways to help someone in both crisis and non-crisis situations.
- Attend Merrill Children Fest – booths on healthy eating and mental health. Not CHIP related but also had booth on immunizations.

Family Health



Prairie River Middle School 2023-2024



\$30,580 in preventative dental care provided

A lead

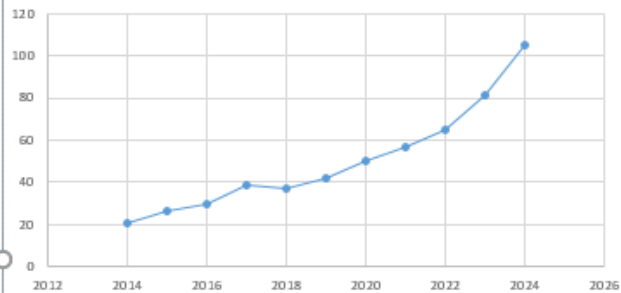
Environmental Health Quarterly Report

Agent Program (July 1, 2023 - July 31, 2024)					
	Q1 (July-September)	Q2 (October - December)	Q3 (January - March)	Q4 (April - June)	Total
Licensed Establishments	423	433	440	440	
Inspections Complete (%)	26.73%	22.00%	23.82%	0.00%	71.24%
Routine	105	85	84	-	274
Pre-Inspections (New Licenses)	15	16	11	-	42
Second School Inspections (26 Total)	0	0	16	-	16
Other Inspections & Enforcement	Lincoln County Average (2016 - Present): 25 Follow-Up & Re-Inspections, 13 Complaints				
Re-Inspections	2	8	9	-	19
Follow-Up Inspections	21	15	18	-	54
Visits/No Action	2	1	1	-	4
Complaint(s)	3	6	6	-	15
Other/Consultations	3	6	10	-	19

In January, 2024, LCHD was once again awarded grant funding through the NEHA-FDA RFFM Grant Program. In total \$30,977 has been awarded to support working on our 2024 grant objectives: 1) Maintain Standard 2 as we train and develop our EH Tech to support retail food inspections; 2) Improve staffing levels to adequately support retail food and determine our program needs as we meet and audit Standard 8; 3) Develop our Industry and Community Relations to meet and audit Standard 7; 4) Perform a risk factor study, analyze data, develop and begin implementing a targeted intervention strategy to partially achieve Standard 9; 5) Work with a mentor to achieve 1-4 above; 6) Attend trainings. We are excited to improve our program as well as attend several trainings throughout the year. We were once again matched with Betsy Meeks from the Alamance County Health Department as our mentor. We anticipate that Betsy will come to Lincoln County for the Mentor/Mentee Site Visit this Summer.

Follow-up and re-inspections remain high, but steady since Q2. Licensing enforcement is also up with an influx of unlicensed tourist rooming houses which is common as we approach the warmer months. Change of ownership also tends to increase as we near license renewal season. We have already seen a couple retail establishments change ownership in Q3. In Q4, we usually see an increase in business closures as operators consider the bottom line after tax season and consider the costs of keeping their businesses going prior to renewing their licenses in June. The winter season has been extremely tough on businesses without the tourists to support them. Businesses across Lincoln County have shared concerns not only from a weak winter tourism season, but also from the lack of industry in certain areas. Additionally, since covid, many food establishments have indicated that business during the lunch hour has suffered since people are not going into the office as frequently. |

Tourist Rooming House Licenses



The number of licensed establishments continues to grow with several new license applications coming in during the month of March primarily in the lodging and camping sectors. We are seeing the strongest growth in the lodging sector with 105 licensed Tourist Rooming Houses - up nearly 30% from 81 in 2023. Several more applications have been submitted and are in the process of becoming licensed. We expect to see the lodging sector continue to grow both naturally and from increased licensing enforcement efforts. One of the biggest concerns, which is magnified in Oneida and Vilas Counties, is the impact of these homes being turned into TRH's. Available homes on the market decrease and prices dramatically increase creating housing challenges for the folks that live or want to live in our community full time.

Human Health Hazards (January 1 - December 31, 2024)					
	Q1 (January - March)	Q2 (April - June)	Q3 (July-September)	Q4 (October - December)	Total
Human Health Hazard Complaints	Lincoln County Average (2016 - Present): 9 Complaints/Year (4 Required Enforcement)				
Complaint Investigations	2				2
Complaint(s) Requiring Enforcement	2				2
Complaint Referrals	0				0
Childhood Lead Poisoning	Criteria for elevated lead levels was reduced from 5 to 3.5 mcg/dL - not enough data for an average				
Children Tested	85				85
Children with Elevated Lead Levels	2				2
Animal Bites	Lincoln County Average (2018-2022) 7 Bites/Year (3.4 Required Enforcement)				
Animal Bites Reported	2				2
Bites w/ Enforcement (Rabies)	2				2
Water Quality (January 1 - December 31, 2024)	Lincoln County Average (2015 - Present): High Nitrates 2.8%, Bacteria Positive 15.8%				
Private Well Testing	Q1 (January - March)	Q2 (April - June)	Q3 (July-September)	Q4 (October - December)	Total
Private Water Nitrates - Total Tested	5				5
Private Water Nitrates - Qty Elevated	0				0
Private Water Bacteria - Total Tested	33				33
Private Water Bacteria - Qty Positive Total Coliforms	4				4
Private Water Bacteria - Qty Positive E. coli	0				0
DNR Well Testing	Lincoln County Average (2015 - Present): High Nitrates 2.1%, Bacteria Positive 5.5%				
DNR/ITN Water Nitrates - Total Tested	6				6
DNR/ITN Water Nitrates - Total Elevated	0				0
DNR/ITN Water Bacteria - Total Tested	6				6
DNR/ITN Water Bacteria - Qty Positive Total Coliforms	0				0
DNR/ITN Water Bacteria - Qty Positive E. coli	0				0
DNR Well Inspections	Transient Non-Community Wells - 79		DNR Sanitary Surveys - 20% (=16)		
Enforcement Bacteria Samples	0				0
Annual Site Visits Complete (#)	3				3
Annual Site Visits Complete (%)	4.70%				4.70%
Sanitary Surveys Complete (#)	3				3
Sanitary Surveys Complete (%)	18.80%				18.80%
Establishments w/Corrective Action (#)	3				3
Establishments w/Corrective Action (%)	50%				50.00%

Notes: Nitrate lab closed January & February. Due to unusually warm weather in February & March, we were able to start DNR well inspections earlier than most
Trends: Continue to find deficiencies that were missed during previous inspections. Working closely with DNR to establish reasonable timelines for corrections.

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

LINCOLN COUNTY
HEALTH DEPARTMENT
YEAR TO DATE BUDGET REPORT
FOR 2024

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	2,044.00	1,956.00	51.1%	
23000054.465910		HEALTH DEPT PUBLIC CHARGES	40,000.00	40,000.00	1,110.66	38,889.34	2.8%	
23000054.473500		PRSYL SERVICES	6,500.00	6,500.00	1,224.00	5,276.00	18.8%	
23000054.473510		MAPS SCHOOL SERVICES	115,104.00	115,104.00	25,578.66	89,525.34	22.2%	
23000054.474000		INTER DEPT SERVICES	93,636.00	93,636.00	15,237.50	78,398.50	16.3%	
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		134,695.67	451,487.33	23.0%
23000054.520000		PUBLIC HEALTH FRINGE	217,843.00	217,843.00		60,506.88	157,336.12	27.8%
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	100.0%
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		962.11	2,537.89	27.5%
23000054.554001		PRINTING ALLOCATION	3,500.00	3,500.00		421.05	3,078.95	12.0%
23000054.555000		PUBLIC HEALTH TRAVEL/TRAINING	9,000.00	9,000.00		592.87	8,407.13	6.6%
23000054.561100		PUBLIC HEALTH OFFICE SUPPLIES	6,800.00	6,800.00		132.55	6,667.45	1.9%
23000054.561101		PUBLIC HEALTH POSTAGE	2,000.00	2,000.00		156.23	1,843.77	7.8%
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		NAIL 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	197.21		802.79	19.7%
23000054.435500.10120		STATE HEALTH	25,092.00	25,092.00	8,672.00		16,420.00	34.6%
PUBLIC HEALTH TOTALS				618,891.03	197,654.04			
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%
PREVENTION TOTALS				5,600.00	5,600.00			
23005554.461900		WATER LAB TESTING REVENUE	5,000.00	5,000.00	4,580.00		420.00	91.6%
23005554.560000		ENVIRONMENTAL HEALTH OFFICE	1,200.00	1,200.00		35.64	1,164.36	3.0%
23005554.571000		WATER LAB OPERATIONS	5,000.00	5,000.00		1,287.80	3,712.20	25.8%
ENVIRONMENTAL HEALTH TOTALS				4,580.00	1,323.44			
23005654.435500.20100		COMMUNICABLE DISEASES GRANT	3,800.00	3,800.00	1,995.00		1,805.00	52.5%
23005654.511000.20100		COMMUNICABLE DISEASES WAGES	0.00	0.00		1,237.76	(1,237.76)	100.0%
23005654.520000.20100		COMMUNICABLE DISEASES FRINGE	0.00	0.00		756.95	(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%
COMMUNICABLE DISEASES TOTALS				1,995.00	1,994.71			
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		606.88	393.12	60.7%
23005754.520000.10121		TOBACCO GRANT FRINGE	400.00	400.00		228.20	171.80	57.1%
23005754.554001.10121		TOBACCO GRANT PRINTING	25.00	25.00		2.97	22.03	11.9%
23005754.570000.10121		TOBACCO GRANT OPERATIONS	75.00	75.00		0.00	75.00	0.0%
TOBACCO TOTALS				0.00	838.05			
23006954.435500.10128		PREPAREDNESS GRANT REVENUE	40,953.00	40,953.00	4,418.00		36,535.00	10.8%
23006954.511000.10128		PREPAREDNESS SALARY	26,207.00	26,207.00		6,684.34	19,522.66	25.5%
23006954.520000.10128		PREPAREDNESS FRINGE	4,851.00	4,851.00		1,024.34	3,826.66	21.1%
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		381.44	1,118.56	25.4%
23006954.570000.10128		PREPAREDNESS OPERATIONS	8,096.00	8,096.00		135.87	7,960.13	1.7%
PUBLIC HEALTH PREPAREDNESS TOTALS				4,418.00	8,225.99			
23027854.465900		SEAL A SMILE REVENUE	15,900.00	15,900.00	9,844.45		6,055.55	61.9%
23027854.465916		DENTAL HEALTH (MA)	3,800.00	3,800.00	890.94		2,909.06	23.4%
23027854.511000		ORAL HEALTH SALARY	4,550.00	4,550.00		3,069.00	1,481.00	67.5%
23027854.520000		ORAL HEALTH FRINGE	522.00	522.00		234.79	287.21	45.0%
23027854.570000		SEAL A SMILE OPERATIONS	3,500.00	3,500.00		19.69	3,480.31	0.6%
23027854.571000		DENTAL HEALTH OPERATIONS	450.00	450.00		0.00	450.00	0.0%
ORAL HEALTH TOTALS				10,735.39	3,323.48			
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		137.91	(137.91)	100.0%
COVID ENHANCE DETECTION TOTALS				0.00	372.41			
23008454.435500.10175		ARPA COVID REVENUE	176,013.00	176,013.00	13,277.00		162,736.00	7.5%
23008454.511000.10175		ARPA COVID RECOVERY SALARY	127,628.00	127,628.00		11,925.68	115,702.32	9.3%
23008454.520000.10175		ARPA COVID RECOVERY FRINGE	32,885.00	32,885.00		5,012.81	27,872.19	15.2%
23008454.554001.10175		ARPA COVID RECOVERY PRINTING	500.00	500.00		460.45	39.55	92.1%
23008454.555000.10175		ARPA COVID TRAVEL/TRAINING	1,000.00	1,000.00		661.98	338.02	66.2%
23008454.561101.10175		ARPA COVID RECOVERY POSTAGE	1,000.00	1,000.00		85.68	914.32	8.6%
23008454.571000.10175		ARPA COVID RECOVERY OPERATIONS	13,000.00	13,000.00		10,715.18	2,284.82	82.4%
ARPA COVID RECOVERY TOTALS				13,277.00	28,861.78			
23008454.435500.10176		PH WORKFORCE REVENUE	35,000.00	35,000.00	10,817.00		24,183.00	30.9%
23008454.511000.10176		PH WORKFORCE SALARY	0.00	0.00		4,509.95	(4,509.95)	100.0%
23008454.520000.10176		PH WORKFORCE FRINGE	0.00	0.00		3,533.46	(3,533.46)	100.0%
23008454.554001.10176		PH WORKFORCE PRINTING	0.00	0.00		1.54	(1.54)	100.0%

ACCOUNT	ORIGINAL BUDGET	REVISED BUDGET	YTD 2024 REVENUE	YTD 2024 EXPENDITURES	AVAILABLE BUDGET	PERCENT USED
23008454.555000.10176	0.00	0.00		1,453.95	(1,453.95)	100.0%
23008454.571000.10176	35,000.00	35,000.00		3,070.54	31,929.46	8.8%
PH WORKFORCE TOTALS			10,817.00	12,569.44		
23008854.485000	0.00	0.00	0.00		0.00	100.00%
23008854.554001	0.00	0.00		0.00	0.00	100.00%
23008854.571000	0.00	0.00		0.00	0.00	100.00%
FAMILY HEALTH TOTALS			0.00	0.00		
23008954.432400.20120	0.00	0.00	0.00		0.00	0.00%
23008954.511000.20120	0.00	0.00		66.43	(66.43)	100.00%
23008954.520000.20120	0.00	0.00		9.66	(9.66)	100.00%
CDC INFRASTRUCTURE TOTALS			0.00	76.09		
23201054.465900	120,078.00	120,078.00	10,266.00		109,812.00	8.5%
23201054.465912	19,000.00	19,000.00	3,985.75		15,014.25	21.0%
23201054.511000	76,883.00	76,883.00		16,209.04	60,673.96	21.1%
23201054.520000	40,570.00	40,570.00		12,492.49	28,077.51	30.8%
23201054.554000	100.00	100.00		6.51	93.49	6.5%
23201054.554001	325.00	325.00		16.77	308.23	5.2%
23201054.555000	5,000.00	5,000.00		1,837.32	3,162.68	36.7%
23201054.555002	700.00	700.00		0.00	700.00	0.0%
23201054.571000	15,000.00	15,000.00		296.44	14,703.56	2.0%
23201054.571002	1,300.00	1,300.00		0.00	1,300.00	0.0%
AGENT STATUS PROGRAM TOTALS			14,251.75	30,858.57		
23201054.432400.10137	0.00	0.00	0.00		0.00	100.0%
23201054.511000.10137	0.00	0.00		359.11	(359.11)	100.0%
23201054.520000.10137	0.00	0.00		266.14	(266.14)	100.0%
23201054.554001.10137	0.00	0.00		7.70	(7.70)	100.0%
23201054.555000.10137	0.00	0.00		499.00	(499.00)	100.0%
FDA GRANT TOTALS			0.00	1,131.95		
23201054.511000.10291	0.00	0.00	0.00	1,227.76	(1,227.76)	100.0%
23201054.520000.10291	0.00	0.00	0.00	1,002.92	(1,002.92)	100.0%
23201054.554001.10291	0.00	0.00	0.00	0.45	(0.45)	100.0%
FDA STANDARDS 1-8 TOTALS				2,231.13		
23201054.511000.10399	0.00	0.00		1,688.60	(1,668.60)	100.0%
23201054.520000.10399	0.00	0.00		1,541.17	(1,541.17)	100.0%
23201054.554000.10399	0.00	0.00		27.60	(27.60)	100.0%
23201054.555000.10399	0.00	0.00		587.32	(587.32)	100.0%
23201054.571002.10399	0.00	0.00		0.71	(0.71)	100.0%
DNR PROGRAM TOTALS				3,845.40		
23201054.511000.20140	0.00	0.00		531.25	(531.25)	100.0%
23201054.520000.20140	0.00	0.00		416.19	(416.19)	100.0%
23201054.554001.20140	0.00	0.00		0.82	(0.82)	100.0%
FDA STANDARD 9 TOTALS				948.26		
23201154.461900	0.00	0.00	10,000.00		10,000.00	0.0%
23201154.571001	0.00	0.00		4.31	(4.31)	100.0%
23201154.485005	0.00	0.00	1,050.00		1,050.00	0.0%
MINI GRANT TOTALS			11,050.00	4.31		
TOTAL REVENUES	1,278,158.00	1,278,158.00	695,615.17			54.4%
TOTAL EXPENDITURES	1,278,158.00	1,278,158.00		299,859.05		23.5%
GRAND TOTAL					395,756.12	

Lincoln County Employee Timesheet

Name: Shelley Hersil														Department: Health Department			
Employee Number: 319																	
Representative Status: Nonrepresented																	
FLSA Status: Exempt														From: 3/4/2024		To: 3/17/2024	
3/4	3/5	3/6	3/7	3/8	3/9	3/10	3/11	3/12	3/13	3/14	3/15	3/16	3/17	Hours	Pay Category	FMLA hours	
9.25	9.00	9.50	8.50	8.75			8.75	7.50	7.75	8.50	8.50			86	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	TOTAL HOURS PAID		
9.25	9	9.5	8.5	8.75	0	0	8.75	7.5	7.75	8.5	8.5	0	0	86	TOTAL HOURS REPORTED		

I certify that the foregoing is true and correct.

Employee signature

Supervisor signature

Mandatory for all employees

GRANT ALLOWABLE EXPENDITURES

GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____
 GRANT NAME/PROJECT: _____

Lincoln County Employee Timesheet

Name: Shelley Hersil														Department: Health Department			
Employee Number: 319																	
Representative Status: Nonrepresented																	
FLSA Status: Exempt														From: 3/18/2024		To: 3/31/2024	
3/18	3/19	3/20	3/21	3/22	3/23	3/24	3/25	3/26	3/27	3/28	3/29	3/30	3/31	Hours	Pay Category	FMLA hours	
	10.00	10.00	7.75	8.50			9.00	9.00	9.00	6.00				69.25	Regular: Health Dept.		
														0	PHER Grant	23201554.511000.10137	
														0	Preparedness	23006954.511000	
														0	Tobacco Grant	23005754.511000.10121	
														0	Vacation:		
											8.00			8	Holiday:		
8.00														8	Paid Sick Allowance:		
														0	Paid Funeral Leave:		
														0	Worker's Compensation:		
8	8	8	8	8	0	0	8	8	8	8	8	0	0	80	TOTAL HOURS PAID		
8	10	10	7.75	8.5	0	0	9	9	9	6	8	0	0	85.25	TOTAL HOURS REPORTED		

I certify that the foregoing is true and correct.

Employee signature

Supervisor signature

Mandatory for all employees

GRANT ALLOWABLE EXPENDITURES

- GRANT NAME/PROJECT: _____
- GRANT NAME/PROJECT: _____
- GRANT NAME/PROJECT: _____
- GRANT NAME/PROJECT: _____
- GRANT NAME/PROJECT: _____

Lincoln County Health Department | Performance Management Dashboard 2023 Final Results

Environmental Health	Result	Notes
By December 31, 2023, LCHD will increase the number of bacteria and nitrate tests processed at our certified water lab by 10% by implementing 4 outreach activities.	Goal Met	
By December 31, 2023, 100% of private well owners reporting they complete follow up necessary to receive an absent follow up coliform bacteria result.	Goal Met	
By December 31, 2023, 100% of TNC Well Operators will complete corrective actions noted during DNR well survey by the deadline given (30-45 days).	Goal Unmet	Repeat in 2024
By December 31, 2023, Lincoln County Human Health Hazard Ordinance will be updated to meet current best practices.	Goal Met	
By December 31, 2023, 100% of children with an elevated lead over 3.5 mcg/dL will receive follow-up from LCHD.	Goal Met	
By December 31, 2023, LCHD will assess, educate and provide technical assistance regarding lead education to 5 community agencies who serve children.	Goal Met	
100% of all licensed establishments will be inspected by LCHD between July 1, 2022 and June 30, 2023.	Goal Unmet	QI Project Implemented
LCHD will complete an action plan based off completion of the Retail Standards Self-Assessment by December 31, 2023.	Goal Met	

Immunizations	Result	Notes
By December 31, 2023, 71% of Lincoln County children who turn 24 months will be update to date on (*)recommended vaccines by implementing 4 education/outreach activities to parents/guardians and by offering immunization clinics targeting children eligible for the Vaccines for Children (VFC) Program. (*) 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate	Goal Met	
By December 31, 2023, LCHD will increase the percentage of students that participate in school based flu clinics by 10% by implementing 4 education/outreach activities targeting partners, parents/guardians and providers on the importance of the children's flu vaccine.	Goal Unmet	
By December 31, 2023, LCHD will provide 10 education/outreach activities to older adults on the importance of getting the flu and COVID-19 vaccines and promote LCHD vaccine clinics.	Goal Met	
By December 31, 2023, LCHD will provide 5 education/outreach activities to immunization partners on school required vaccines, offer technical assistance and training to schools on the	Goal Met	

immunization audit process and hold an Adolescent Vaccine Clinic focused on new vaccine requirement for school.	Goal Met	
By December 31, 2023, 100% of LCHD staff will report increased knowledge of the Vaccine for Adults (VFA) program after completing training.	Goal Met	
By December 31, 2023, LCHD will complete 4 VFA clinics at the Lincoln County Jail.	Goal Met	
Communicable Disease	Result	Notes
By December 31, 2023, LCHD will update surveillance partners contact information annually.	Goal Met	
By December 31, 2023, LCHD staff will implement 4 outreach activities to surveillance partners.	Goal Met	
By December 31, 2023, LCHD will provide consultation and technical assistance to 5 surveillance partners.	Goal Met	
By December 31, 2023 100% of audited disease investigations will meet all WI DHS requirements and corrective actions will be completed as needed.	Goal Unmet	Repeat in 2024
By December 31, 2023, LCHD will assess COVID-19 resource availability quarterly and implement at least 4 of activities to assure local COVID-19 testing and treatment is available, accessible and affordable for uninsured.	Goal Met	
By December 31, 2023, LCHD staff will implement at least 10 outreach activities to public as it relates to communicable disease education, awareness and mitigation.	Goal Met	
Preparedness	Result	Notes
By June 30, 2023, LCHD will update 3 capability response checklists and supporting documents in the Public Health Emergency Plan (PHEP) including: <ul style="list-style-type: none"> • Community Preparedness (Continuity of Operations Plan), • Medical Countermeasures and Dispensing (Mass Clinic Plan), and • Volunteer Management. 	Goal Met	
By June 30, 2023, LCHD will implement 1 corrective action identified in the School-based Flu Vaccine Mass Clinic Exercise After Action Report/Improvement Plan (AAR/IP).	Goal Met	
By June 30, 2023, 100% of LCHD staff, assigned preparedness roles, will have completed basic ICS and NIMS training (ICS 100, 200 and NIMS 700, 800) recommended by the WI Department of Health Services.	Goal Unmet	Completed in 2024
Tobacco	Result	Notes
By December 31, 2023, LCHD will complete a tobacco assessment and implement one strategy based on results focused on youth behavioral health.	Goal Met	

School Health	Result	Notes
By June 30, 2023, LCHD will complete monthly school nursing time studies and make adjustments as needed to fulfill contract hours per the School Nursing Contract with Merrill Area Public Schools (1969 direct hours, 263 indirect hours).	Goal Met	
By September 1, 2023, LCHD school nursing procedures will be updated.	Goal Unmet	Repeat 2024
By June 30, 2023, LCHD will develop and implement an audit tool to assure standardized documentation for student health information among school nurses.	Goal Unmet	Repeat 2024
Jail Health	Result	Notes
By December 31, 2023, an average of 167 hours per month of jail nursing hours will be completed by LCHD staff	Goal Unmet	Repeat 2024
By December 31, 2023, LCHD will develop a system to track expiration dates of medication.	Goal Met	
By December 31, 2023, 100% of Lincoln County Jail inmates will receive a health assessment within 14 days of admission by the LCHD jail nurse.	Goal Unmet	Possible QI Project in 2024
Nail Care	Result	Notes
By December 31, 2023, LCHD will increase the clients enrolled in the Merrill Nail Care Program by 10%.	Goal Unmet	Program discontinued
By December 31, 2023, LCHD will complete 4 nail care program promotional activities.	Goal Met	
By December 31, 2023, LCHD will add one Nail Care Program site in Tomahawk.	Goal Met	
Family Health	Result	Notes
By December 31, 2023, LCHD will implement 1 practice change to enhance family, youth and community engagement and 1 practice change to advance health equity for the MCH population.	Goal Met	
By June 30, 2023, 100% of local dental offices will be contacted to discuss access to dental care.	Goal Met	
By June 30, 2023, 100% of Lincoln County students participating in the Seal A Smile Program who have an urgent dental issue will have been contacted for participation in follow up dental care.	Goal Met	
By June 30, 2023, LCHD will increase the number of participants in the Seal A Smile Program.	Goal Met	

Administration – Strategic Plan	Result	Notes
By December 31, 2023, 100% of staff will report increased competency in incorporating health equity into programs and services.	Goal Unmet	Repeat in 2024
By December 31, 2023, LCHD will implement at least one practice change based on agency assessment in incorporating health equity into programs and services.	Goal Met	
By December 31, 2023, LCHD staff will complete 4 evaluation trainings.	Goal Met	
By December 31, 2023, LCHD will rebuild QI culture in the department by completing 4 QI projects.	Goal Met	
By December 31, 2023, LCHD will apply for reaccreditation.	Goal Met	
By December 31, 2023, 50% of PHAB domains will be complete.	Goal Unmet	Completed in 2024
By December 31, 2023, LCHD develop an internal process and plan to build capacity and relationships to monitor and access local, state and federal policy in alignment with public health capacity and sustainability.	Goal Unmet	Repeat 2024
By December 31, 2023, LCHD and or Lincoln County will identify barriers and recommendations to recruiting and retaining staff.	Goal Met	
By December 31, 2023, LCHD will develop an action plan to encourage innovative work environment addressing a) employee wellness b) work-life balance, c) employee recognition, and d) inclusive culture.	Goal Met	
By December 31, 2023, LCHD or Lincoln County will implement 2 strategies to recruit and retain staff.	Goal Met	
By December 31, 2023, LCHD will communicate at minimum 3 messages to stakeholders and staff on sustainable funding for public health as it relates to the Foundational Public Health Services and WALHDAB legislative priorities.	Goal Met	
By December 31, 2023, 100% LCHD staff will reassess their Council on Linkages Core Competencies.	Goal Met	
By December 31, 2023, 100% of LCHD staff will complete 2 training as it relates to gaps in their Core Competency Assessment with Health Equity and Analytics.	Goal Unmet	Repeat in 2024
By December 31, 2023, LCHD will update it workforce development plan including training priorities based on staff input and core competency assessments.	Goal Met	
By June 30, 2023, LCHD will complete a Community Health Assessment.	Goal Met	

By June 30, 2023, LCHD will complete an assessment of the access to health care and analyze the results.	Goal Met	
By December 31, 2023, complete a Community Health Improvement Plan.	Goal Met	
By December 31, 2023, LCHD will develop a Community Engagement Plan that includes specific policy roles of partners and the public as it relates to Live Well Lincoln.	Goal Unmet	Repeat in 2024
By December 31, 2023, LCHD will develop strategies in the LWL CHIP that address health inequities.	Goal Met	
By December 31, 2023, LWL Leadership Group will recruit 3 community members to be part of LWL coalitions.	Goal Unmet	QI in 2024

Prepared April 2024

Additional Strategic Plan Outcomes in 2023 that are not Performance Objectives

- Completed 140 Review – 5 year public health audit from WI Department of Health
- Update Performance Management and Quality Improvement Plan
- Created a Community Engagement Guiding Principles
- Updated Continuity of Operations Plan
- Health Officer participated in Funding and Infrastructure State Workgroup
- Health Officer participated in the Prevention Advisory Council for WI DPH and CDC

Lincoln County Health Department Changes in Licensing Fees

License Type	License Fee
Inspection Fee	
Transient/Mobile Inspection Fee (Licensed by a jurisdiction other than Lincoln County)	\$50
Operating Without a License:	
Lodging ATCP 72.05(2)(e) Note: Anyone operating a hotel, motel, or tourist rooming house without a license is also subject to a fine of not less than \$100 nor more than \$1,000 under s. 97.72, Stats.	\$749
Bed & Breakfast ATCP 73.05(2)(e) Note: Anyone operating a bed and breakfast establishment without a license is also subject to a fine of not less than \$100 nor more than \$1,000 under s. 97.72, Stats.	\$749
Retail Food ATCP 75.08(3)(e) Note: Anyone operating a retail food establishment without a license is also subject to a fine of not less than \$100 nor more than \$1,000 under s. 97.72, Stats.	See ATCP 75 Table B (Retail Serving Meals: \$749; Retail Not Serving Meals Varies)
Pools ATCP 76.06(3)(e) Note: Anyone operating a pool without a license is also subject to a penalty pursuant to s. 97.72, Stats., and an injunction pursuant to s. 97.73, Stats.	\$749
Recreational and Educational Camps ATCP 78.08(3)(e) Note: Anyone operating a camp without a license is also subject to the penalties in ss. 97.72 and 97.73, Stats.	\$749
Campgrounds ATCP 79.06(2)(e) Note: Anyone operating a campground without a license is also subject to the penalties in ss. 97.72 and 97.73, Stats.	\$749
Body Art SPS 221.05(2)(e) Note: Any person who willfully violates or obstructs the execution of any state statute or rule, county, city or village ordinance or departmental order under this chapter and relating to the public health, for which no other penalty is prescribed, shall be imprisoned for not more than 30 days or fined not more than \$500 or both.	\$749
Operating Without a Practitioners License (Body Art)	\$150.00

Late License Fee:	
Retail Food ATCP 75.08(3)(c)	20% of License Fee
Pools ATCP 76.06(3)(c)	20% of License Fee
Recreational & Educational Camps ATCP 78.08(3)(c)	20% of License Fee

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 electronic medical record (“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: _____