

**Panhandle Public Health District
Board of Health Agenda**

Date: July 30, 2026 Time: 8:00 am – 9:30 am Location: Platte River Room, Gering Civic Center, 1050 M Street, Gering, NE			
Topic	Exhibit – number indicates electronic copy	Who	Outcome
Call to Order, Open Meeting Act, & Introductions		K. Anderson	
Public Hearing: Pool Inspection Regulation	01a – White	J. Davies	
Public Comment			
Meeting Adjourns		K. Anderson	Motion

See glossary of programs process and partner names.

Partners & Public Health Organizations:	
CAPWN – Community Action Partnership of Western Nebraska	PPI – Panhandle Partnership aka “The Partnership”
DHHS – Nebraska Department of Health and Human Services	PRMRS – Panhandle Regional Medical Response System
NACCHO – National Association of City and County Health Officials	RNHN – Rural Nebraska Healthcare Network
NALBOH – National Association of Local Boards of Health	SACCHO – State Association of City and County Health Officials
NALHD – Nebraska Association of Local Health Directors	SALBOH – State Association of Local Boards of Health
PHAN – Public Health Association of Nebraska	UNMC – University of Nebraska Medical Center
PHAB – Public Health Accreditation Board	WCHR – Western Community Health Resources
PPC – Panhandle Prevention Coalition	

PUBLIC SWIMMING POOLS

Contents:

Section 010 Purpose.

Section 020 Authority.

Section 030 Definitions.

Section 040 Plans; Approval for Construction; Required.

Section 050 Design and Construction Standards.

Section 060 Permit to Operate.

Section 070 Permit; Application.

Section 080 Operational Standards.

Section 090 Public Swimming Pool Permit Fees.

Section 100 Polluted or Unsafe Water.

Section 110 Inspections and Enforcement.

Section 120 Permit; Suspension, Revocation.

Section 130 Notice; Service.

Section 140 Suspended Permit; Reinstatement.

Section 150 Enforcement Hearings.

Section 160 Appeals.

Section 170 Variances.

Section 180 Liability of Owner; Limits.

Section 190 Penalty.

Section 200 Severability and Savings Clause.

010 Purpose.

The Board of Health finds that properly designed, constructed, installed, operated, and maintained public swimming pools and spas:

- a. Reduce health risks and hazards to public health and safety, including drowning and serious injury;
- b. Minimize disease transmission potential;
- c. Prevent nuisance conditions; and
- d. Promote physical activity and afford recreation.

The Board of Health adopts these regulations for the construction, maintenance, operation, permitting and inspection of Public Swimming Pools and the training and certification for Public Swimming Pool Operators to prevent and eliminate health and safety risks. The Board of Health authorizes the Health Director to administer and enforce these regulations.

020 Authority and Scope.

Neb. Rev. Stat. § 71-1626 Terms, defined.

For purposes of sections 71-1626 to 71-1636:

(3) Local public health department means a county, district, or city-county health department.

Neb. Rev. Stat. § 71-1631. Local boards of health; meetings; expenses; powers and duties; rules and regulations; pension and retirement plans.

(7) Enact rules and regulations, subsequent to public hearing held after due public notice of such hearing by publication at least once in a newspaper having general circulation in the county or district at least ten

PPHD Public Swimming Pools Regulations

01a - PPHD Public Swimming Pool Regulations

July 30, 2026

days prior to such hearing, and enforce the same for the protection of public health and the prevention of communicable diseases within its jurisdiction, subject to the review and approval of such rules and regulations by the Department of Health and Human Services;

(8) Make all necessary sanitary and health investigations and inspections;

(10) Investigate the existence of any contagious or infectious disease and adopt measures, with the approval of the Department of Health and Human Services, to arrest the progress of the same;

(14) Establish fees for the costs of all services, including those services for which third-party payment is available;

Neb. Rev. Stat. § 71-1631.01. Local boards of health; rules and regulations; violations; penalty.

Any person violating any rule or regulation, authorized by the provisions of either subdivision (7) or (9) of section 71-1631, shall be guilty of a Class III misdemeanor, and each day's violation shall be considered a separate offense.

Neb. Rev. Stat. § 81-15,263 For purposes of the Environmental Safety Act:

(3) Local government means a county, city, or village or a local public health department as defined in section 71-1626.

Neb. Rev. Stat. § 81-15,265 Swimming pools; sanitary and safety requirements.

(2) A local government shall by resolution, ordinance, or regulation adopt and enforce minimum sanitary and safety requirements for the equipment and operation of swimming pools and bather preparation facilities which meet or exceed the minimum requirements adopted by the department pursuant to subsection (1) of this section.

Neb. Rev. Stat. § 81-15,268 Swimming pools; inspection; records; classification; plans and specifications; fees; disposition; exception; existing rules, regulations, licenses, permits, forms of approval, suits, other proceedings; how treated.

- (1) The local government which exercises jurisdiction over a swimming pool shall inspect such swimming pool to determine that such swimming pool complies with the minimum sanitary and safety requirements established by the local government.
- (2) A local government may establish and collect fees for the inspection of a swimming pool at a rate not more than the actual costs of the inspection.
- (3) The owner and operator of any swimming pool shall operate such swimming pool in compliance with minimum sanitary and safety requirements established by the local government which exercises jurisdiction over such swimming pool. The owner or operator of any swimming pool shall retain for three years operation and analytical records to determine the sanitary and safety condition of the swimming pool and shall make such records available to the local government upon request.
- (4) The department shall adopt and promulgate rules and regulations which classify swimming pools on the basis of criteria deemed appropriate by the department. The department shall charge engineering firms, swimming pool owners, and other appropriate parties fees established by rules and regulations for the review of plans and specifications of a swimming pool, the issuance of a construction or permit and any other services rendered at a rate which defrays no more than the actual cost of the services provided. Fees collected under this subsection for the review of plans and specifications and the issuance of a construction permit shall be remitted to the State Treasurer for credit to the Engineering Plan Review Cash Fund.
- (5) The operator of any swimming pool shall maintain a certificate of competency for swimming pools. The department shall maintain a list of acceptable pool operator competency courses.

PPHD Public Swimming Pools Regulations

01a - PPHD Public Swimming Pool Regulations

July 30, 2026

- (6) All rules and regulations adopted prior to the operative date of this section under sections 81-15,264 to 81-15,270, as such sections existed prior to such date, shall continue to be effective to the extent not in conflict with the changes made by this legislative bill, until amended or repealed by the department.
- (7) All licenses, permits, or other forms of approval issued prior to the operative date of this section, in accordance with sections 81-15,264 to 81-15,270, as such sections existed prior to such date, shall remain valid as issued for purposes of the changes made by this legislative bill, unless revoked or otherwise terminated by law.
- (8) Any suit, action, or other proceeding, judicial or administrative, which was lawfully commenced prior to the operative date of this section, under sections 81-15,264 to 81-15,270, as such sections existed prior to such date, shall be subject to the provisions of such sections as they existed prior to the operative date of this section.

Neb. Rev. Stat. § 81-15,270. Swimming pools; violation.

Any owner or operator of a swimming pool failing to maintain a certificate of competency as required by section 81-15,268 or failing to comply with the minimum sanitary and safety requirements established by the local government exercising jurisdiction over such swimming pool shall be subject to enforcement, penalties, or other remedies as established by such local government.

030 Definitions.

For the purposes of these regulations, the following words shall mean:

Additional Pool shall mean any public swimming pool as defined here which is co-located with a permitted public swimming pool.

Board of Health shall mean the Panhandle Public Health District Board of Health.

Closed shall mean that the enclosure surrounding a swimming pool remains locked and patrons are unable to access the swimming pool or its deck until such time that the Health Director notifies the owner or swimming pool operator that the pool may be opened.

Governmental Agency shall mean the same as Neb. Rev. Stat. § 86-622 Governmental agency, defined. Governmental agency means an executive, legislative, or judicial agency, department, board, commission, authority, institution, or instrumentality of the federal government or of a state or a county, municipality, or other political subdivision of a state.

Health Department shall mean the Panhandle Public Health District Health Department.

Health Director shall mean the director of the Panhandle Public Health District Health Department or an authorized representative of the director.

Significant Health Risk shall mean a threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury, illness or disease.

Owner shall mean a person, individual, firm, partnership, association, corporation, company, municipality, political subdivision, community, government agency, club, organization, or other entity owning a public swimming pool or the owner's representative.

PPHD Public Swimming Pools Regulations

01a - PPHD Public Swimming Pool Regulations

July 30, 2026

Person shall mean any individual, firm, partnership, association, corporation, company, municipality, political subdivision, community governmental agency, club, organization, or other entity owning or operating a public swimming pool.

Political Subdivision shall mean the same as in Neb. Rev. Stat. §13-1612. Political subdivision, defined. Political subdivision shall include villages, cities, counties, school districts, public power districts, community colleges, natural resources districts, and all other units of local government.

Public Swimming Pool shall mean any artificial basin of water modified, improved, constructed, or installed which is used for the purpose of public swimming, wading, diving, recreation, or instruction. Public swimming pool does not include an artificial lake, a pool at a private residence intended only for the use of the owner and guests, or a pool operated exclusively for medical treatment, physical therapy, water rescue training, or training of divers. All public swimming pools shall be divided into the following classes:

- a. **Class A Pool** shall mean a swimming pool operated by a municipality, political subdivision, or governmental agency.
- b. **Class B Pool** shall mean a swimming pool operated at a facility including, but not limited to, an apartment, a condominium, a property owner association, a child care facility, and lodgings such as hotels and motels.
- c. **Class C Pool** shall mean a spa, hot tub, whirlpool, cold plunge, etc. which is not intended to be drained, cleaned, and refilled after each use.
- d. **Class D Pool** shall mean a wading pool that is no more than 24 inches deep.
- e. **Class E Pool** shall mean a spray park providing recirculated water to spray features with no permanent standing water accessible to pool patrons designed so that users have full body contact with the water.
- f. **Class F Pool** shall mean a swimming pool at a health club, fitness center, community fitness center.

Public Swimming Pool Operator shall mean an individual of at least 19 years of age who has a current certificate of competency from a swimming pool operator course approved by or offered by the Health Department.

Variance shall mean a written approval from the Nebraska Department of Water, Energy and Environment to allow a modification that does not conform to the requirements in Title 196 Nebraska Administrative Code Chapter 1: Design, Permitting, and Construction of Swimming Pools .

040 Plans; Approval for Construction; Required.

No person shall begin construction or installation of, or make modification to, any Public Swimming Pool until it is approved by the Nebraska Department of Water, Energy and Environment.

050 Design and Construction Standards.

Except as hereinafter provided by specific amendment, the standards and requirements set forth in Title 196 Nebraska Administrative Code Chapter 1: Design, Permitting, and Construction of Swimming Pools as amended from time to time, are hereby adopted by reference as Board of Health regulations.

060 Permit to Operate.

PPHD Public Swimming Pools Regulations

01a - PPHD Public Swimming Pool Regulations

July 30, 2026

No person shall operate or maintain a Public Swimming Pool in the jurisdictional area of the Health Department without a valid permit to operate issued by the Health Director. A permit shall not be considered valid if suspended or revoked. Each permit shall be valid through March 31 following issuance of the permit. A renewal permit shall be secured on or before April 1 of each year, which will expire on March 31 of the following year. All permits shall state the conditions and term thereof. A Public Swimming Pool Operator responsible for operating the pool shall be identified. It shall be unlawful for any person to conduct, operate, maintain, or manage a Public Swimming Pool without complying with the requirements of these regulations, and the Health Director is charged with enforcement of the provisions hereof. A permit to operate a Public Swimming Pool shall not be transferable. Any change of ownership shall necessitate the new owner to obtain a new Public Swimming Pool permit to operate before operating the pool. The permit must be conspicuously posted on the pool premises.

070 Permit; Application.

An application for a permit to operate a Public Swimming Pool shall be made to the Health Director on forms furnished for such purpose. Such forms shall require the owner's full name, mailing address, business phone number, cell phone number, email address, the establishment name and address, and the number and types of pools or spas on the premises, the Public Swimming Pool Operator(s) designated for the pool, the signature of the owner(s), and such other relevant information as may be required by the Health Director.

080 Operational Standards.

The minimum sanitary and safety requirements provided in Title 196 Nebraska Administrative Code Chapter 2: Minimum Sanitary and Safety Requirements for Swimming Pools are hereby adopted by reference as Board of Health regulations. The owner and operator of any Public Swimming Pool shall operate in compliance with these minimum sanitary and safety requirements. The owner and operator of any Public Swimming Pool shall retain required operational and analytical records for three years. Upon request of the Health Director, such records shall be provided within five (5) business days.

090 Public Swimming Pool Permit Fees.

- a. The Board of Health may establish or revise fees for Public Swimming Pools permitted under these regulations. Such fees shall consider the costs and resources to administer, operate, and enforce these regulations and be used to support this work. Fees shall be paid annually and cannot be waived. Fees shall not be refunded if the applicable service has been performed. Failure to pay Public Swimming Pool Permit fees shall be cause for the Health Director to issue an order to stop operating and to take appropriate legal action against the owner. All fees shall be payable to the Health Department.

100 Polluted or Unsafe Water.

No body of water in the Health Department's jurisdiction shall be used for public swimming or bathing purposes by any person if it:

- a. Contains sewage, waste, microorganisms, toxins, or other contaminants, pollutants or hazardous substances rendering the water a significant health risk, or
- b. Is determined by the Health Director to be unsafe for any other reason due to a significant health risk.

110 Inspections and Enforcement.

PPHD Public Swimming Pools Regulations

01a - PPHD Public Swimming Pool Regulations

July 30, 2026

The Health Director is hereby authorized and directed to make such inspections to determine satisfactory compliance with these regulations, provide technical assistance and education, and take enforcement action when necessary to gain compliance.

- a. The Health Director shall conduct inspections as frequently as deemed necessary to protect public health and ensure compliance with these regulations.
- b. Upon presentation of proper credentials, the Health Director may enter any building, structure, or premises having a Public Swimming Pool at any reasonable time to conduct an inspection to determine compliance with these regulations.
- c. An owner or operator shall allow the Health Director to inspect at any reasonable time for the purpose of determining compliance with the provisions of these regulations. Denying the Health Director right of entry to conduct an inspection shall be grounds for immediate suspension or revocation of the Public Swimming Pool permit.
- d. The Health Director shall record inspection findings on a report. Upon completion of the inspection, a copy of the inspection report shall be provided to the Public Swimming Pool owner, owner's representative, and to the Public Swimming Pool Operator responsible for the pool.
- e. Whenever the Health Director finds a violation that poses a significant health risk that cannot be immediately corrected, the Health Director shall order the Public Swimming Pool to be immediately closed by issuing a closure notice, a suspension notice, or revocation notice. Such notice shall:
 1. Identify the specific provision(s) of these regulations found to be in violation.
 2. Be issued to the owner, operator or owner's representative as provided in section 130.
 3. Require the pool to be kept closed until the Health Director determines by inspection, or other acceptable proof, that compliance has been achieved, or until a hearing has been held and a determination made regarding any additional requirements that might be necessary to ensure that significant health risks will not reoccur.
 4. State that failure to correct the violations may result in prosecution as provided in section 190
 5. State that the owner may request a hearing before the Health Director by submitting a written or electronic request with the Health Director.
- f. The completed inspection report form and any notice are public documents that shall be made available according to State law.

120 Permit; Suspension, Revocation.

Any permit issued under these regulations may be suspended or revoked at any time by the Health Director for violation of Neb. Rev. Stat. §§ 81-15,264 to 81-15,270, Title 196 Nebraska Administrative Code Chapter 1: Design, Permitting, and Construction of Swimming Pools, Title 196 Nebraska Administrative Code Chapter 2: Minimum Sanitary and Safety Requirements for Swimming Pools or any of the provisions of these regulations or other regulations adopted by the Board of Health. Any permits granted under these regulations shall be subject to suspension or revocation in the following manner:

- a. The Health Director shall serve notice as provided in Section 130.
- b. The Health Director may suspend or revoke the permit for a period of time not to exceed ninety days.
- c. The suspension or revocation shall be effective immediately upon issuance of notice.
- d. The person notified shall have a right to a hearing which the Health Director shall conduct in accordance with Section 150.
- e. Continuing to operate or cause, permit or allow use of the Public Swimming Pool after receiving

PPHD Public Swimming Pools Regulations

01a - PPHD Public Swimming Pool Regulations

July 30, 2026

notice of suspension or revocation of the permit is a violation of these regulations.

- f. Requests for reinstatement, hearing, or appeal shall not stay or delay a suspension or revocation in any manner.

130 Notice; Service.

- a. The Health Director may serve notice regarding any suspension or revocation of a permit under these regulations as follows:
 - 1. By personal service to the owner, operator or owner's representative; or
 - 2. By certified mail, postage prepaid, return receipt requested to the owner's or permit holder's last known address as indicated on the application for the permit.
- b. The person making personal service may provide a written declaration under penalty of perjury identifying the person served and the time, date, and manner of service as proof of service.
- c. If the service of notice is to a person other than the owner, the Health Director may send a copy of the notice to the owner by regular mail. The copy is not required as part of the notice, and receipt of the copy does not affect the notice.

140 Suspended Permit; Reinstatement.

- a. Any person whose permit has been suspended may apply for reinstatement following a period of suspension. The application shall include a signed statement that the conditions causing suspension has been corrected.
- b. The Health Director shall review the application for reinstatement or inspect the Public Swimming Pool within five business days after receiving the application for reinstatement.
- c. The Health Director shall reinstate the permit if the conditions causing suspension of the permit have been corrected.

150 Enforcement Hearings.

- a. The Health Director shall conduct hearings no later than:
 - 1. Five business days after a request for a hearing after a suspension or revocation, or
 - 2. Ten business days after any other request.
- b. The Health Director may serve as the hearing officer or appoint a suitable hearing officer to hear the matter. If the Health Director appoints a hearing officer, they shall make recommendations based on the evidence adduced at the hearing for the Health Director's final determination of the matter.
- c. The hearing does not have to be conducted according to the technical rules relating to evidence and witnesses. The person requesting the hearing and the Health Director may:
 - 1. Call and question witnesses on any matter relevant to the issues of the hearing;
 - 2. Introduce documentary and physical evidence; and
 - 3. Ask questions on any matter relevant to the issues of the hearing.
- d. The Health Director may uphold, reverse, or modify the findings prompting the request for hearing and may take such other reasonable action as determined proper in relation to the request.
- e. The Health Director shall make a final determination within ten business days after the day of the hearing.
- f. The Health Director's decision shall be final and binding upon the person making the request. Such decision may be appealed to district court as provided by law.

160 Appeals.

- a. If the Health Director denies any application or fails or refuses to issue a permit under these

PPHD Public Swimming Pools Regulations

01a - PPHD Public Swimming Pool Regulations

July 30, 2026

regulations within thirty business days from the date of receiving a complete application, such decision may be appealed to the district court as provided for by law.

- b. Any Public Swimming Pool owner aggrieved by a final decision by the Health Director in the administration or enforcement of these regulations may appeal such decision to the district court as provided by law.

170 Variances.

Requests for variances from the design and construction standards must be submitted to and approved by the Nebraska Department of Water, Energy and Environment. The owner shall provide the Health Director with a copy of the request for variance.

180 Liability of Owner; Limits.

Every act or omission of whatsoever nature constituting a violation of any of the provisions of these regulations, by an officer, director, manager or other agent or employee of any owner if said act is committed or omission is made with the authorization, knowledge, or approval of the owner, shall be deemed and held to be the act of such owner.

190 Penalty.

Any person upon whom a duty is placed by the provisions of these regulations who shall fail, neglect, or refuse to perform such duty or who shall violate any of the provisions of these regulations may be prosecuted in accord with Nebraska statute for a Class III misdemeanor. Each day that a violation of these regulations continues shall constitute a separate and distinct offense.

200 Severability and Savings Clause.

- a. Each section and each subdivision of a section of these regulations is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the passage of these regulations is concerned and invalidity of any section or subdivision of a section of this title shall not invalidate any other section or subdivision of a section thereof.
- b. These regulations shall in no manner affect pending actions, either civil or criminal, founded on or growing out of any regulation or part of any regulation hereby repealed; and this title shall in no manner affect rights or causes of action, either civil or criminal, not in suit that may have already accrued or grown out of any regulation or part of any regulation hereby repealed.

**Panhandle Public Health District
Board of Health Agenda**

Date: July 30, 2026 Time: 8:00 am – 9:30 am Location: Platte River Room, Gering Civic Center, 1050 M Street, Gering, NE			
Topic	Exhibit – number indicates electronic copy	Who	Outcome
Call to Order, Open Meeting Act, & Introductions		K. Anderson	
Consent Agenda - Approval of Agenda - June 2026 Meeting Minutes - Upcoming Training Opportunities	00 – White 01 – White 02 – White	K. Anderson	Motion
Public Hearing regarding enacting public swimming pool regulations		K. Anderson	
Adopt Pool Inspection Regulations	01a – White	J. Davies	Motion
Adopt Pool Inspection Resolution	03 – White	J. Davies	Motion
Finance Committee Report - Program Spreadsheets - April-May 2026 Financial Statements	04 – Orange 05-07 – Blue	S. Williamson	Motion
Consultant Contract for Maternal and Family Health Services Mobile Unit	08 – White	J. Davies	Motion
Director's Evaluation - Executive Committee minutes - Director's Evaluation Form	09 – White 10 – White	J. Davies	Motion
Declare 2015 van and 2013 cars as surplus property for disposal		J. Davies	Motion
Scottsbluff Renovation Update		J. Davies	Status Update
Rural Health Transformation Update		J. Davies	Status Update
Legislative Update		J. Davies	Status Update
Accreditation Update		S. Williamson	Status Update
Other Business		K. Anderson	Status Update
Public Comment			
Meeting Adjourns		K. Anderson	Motion

Next Meeting Date: September 10, 2026

Time: 8:00 am – 9:30 am

Place: Virtual

See back for a glossary of program, process, and partner names

Program & Processes:	
CHA – Community Health Assessment	PFS – Partnership for Success
CHIP – Community Health Improvement Plan	PHEP – Public Health Emergency Preparedness
HCC – Health Care Coalition	PPC – Panhandle Prevention Coalition
HV/HFA – Home Visitation / Healthy Families America	PRMRS – Panhandle Regional Medical Response System
MAPP – Mobilizing for Action through Planning and Partnerships	PWWC – Panhandle Worksite Wellness Council
MHI – Minority Health Initiative	SOR – Strategic Opioid Response
MRC – Medical Reserve Corps	TFN – Tobacco Free Nebraska
OD2A – Opioid Data to Action	WNV – West Nile Virus

Partners & Public Health Organizations:	
CAPWN – Community Action Partnership of Western Nebraska	PHAB – Public Health Accreditation Board
DHHS – Nebraska Department of Health and Human Services	PPI – Panhandle Partnership aka “The Partnership”
NACCHO – National Association of City and County Health Officials	SACCHO – State Association of City and County Health Officials
NALBOH – National Association of Local Boards of Health	SALBOH – State Association of Local Boards of Health
NALHD – Nebraska Association of Local Health Directors	UNMC – University of Nebraska Medical Center
PHAN – Public Health Association of Nebraska	WCHR – Western Community Health Resources

**Panhandle Public Health District
Board of Health Meeting Minutes
June 30, 2026
Virtual Meeting**

Members Present		Member Absent	
Brian Brennemann	Grant County Commissioner	Hayley Beaudette	Board Dentist
Bob Gifford	Banner County Spirited Citizen	Dan Kling	Sheridan County Commissioner
Don Lease	Banner County Commissioner	Diana Lecher	Dawes County Spirited Citizen
Elyse Lukassen	Kimball County Commissioner	Dixann Krajewski	Garden County Commissioner
Jon Werth	Grant County Spirited Citizen/ Board Veterinarian	Hal Downer	Sioux County Commissioner
Joni Jespersen	Box Butte County Spirited Citizen	Jackie Delatour	Sioux County Spirited Citizen
Judy Soper	Deuel County Spirited Citizen	Jim Reichman	Deuel County Commissioner
Kay Anderson	Morrill County Spirited Citizen	Mark Harris	Scotts Bluff County Commissioner
Mandi Raffelson	Cheyenne County Spirited Citizen	Mike Sautter	Box Butte County Commissioner
Marie Parker	Scotts Bluff County Spirited Citizen	Randy Miller	Cheyenne County Commissioner
Pat Wellnitz	Sheridan County Spirited Citizen	Sondra Holloway	Board Physician
Randy Bohac	Kimball County Spirited Citizen	Vic Rivera	Dawes County Commissioner
Sara Quinn	Garden County Spirited Citizen		
Susanna Batterman	Morrill County Commissioner		

Staff Present		Guests Present
Jessica Davies	PPHD Director	
Tabi Prochazka	PPHD Assistant Director	
Sara Williamson	PPHD Dep. Dir. Finance & Accreditation	
Megan Barhafer	PPHD Community Health Supervisor	
Amanda McClaren	PPHD Finance Coordinator	

Key Actions Taken:
- Approved plan to pursue pool inspection regulation - Approved architect bid for Scottsbluff office renovation

Call to Order/Introductions:

Vice President Batterman called the meeting to order at 8:11 am. Quorum was confirmed, Raffelson and Quinn not in attendance at time of call to order. The meeting was conducted virtually in compliance with the Nebraska Open Meeting Act, with a copy of the Act posted on PPHD's website and available on the wall in Room 18 office of the Scottsbluff PPHD office, serving as the public location option for the meeting. The meeting notice was publicized in the Star-Herald and posted on the Nebraska Meeting Notice Repository on June 23.

Consent Agenda:

Consent agenda presented for review. Davies requested to amend the minutes to reflect that the term for newly elected officers starts July 1, 2026, not July 1, 2027. Motion to approve the consent agenda with the requested change to the minutes by Lukassen and seconded by Parker. Voice vote with all in favor, Raffelson and Quinn absent for the vote.

Pool, Mobile Home Parks, and Recreational Camps Inspections:

Davies outlined the process to date for LB759, which transfers authority from Nebraska Department of Water Energy and Environment to local counties, cities, or health departments for pool inspections, mobile home parks and recreational camps. The bill says pool inspection authority "shall" transfer, and that mobile home parks and recreational camps "may" transfer. NDWEE has been working with health departments through NALHD, and counties and municipalities through NACO and the League of Nebraska Municipalities on transition planning.

PPHD held a planning meeting for cities and counties on April 29 and held an informational discussion at the May 14 board meeting.

Nebraska Revised Statute 71-1630 gives health departments authority to address permitting, inspection and enforcement for environmental health. This is a new opportunity for public health across the state, although some health departments already conduct pool inspections. Public health will not be responsible for architectural or engineering inspections for pool construction and will only be inspecting operations such as chemical testing, proper certifications, proper safety equipment, etc.

PPHD's Community Health Planner Supervisor Megan Barhafer has been very instrumental in moving this work forward for PPHD. Barhafer has ridden along with the local inspector to 7 pools in the area this spring. Two of the pools have had to be closed for serious compliance issues, serving as a valuable teaching opportunity for Barhafer. A temporary closure gives the pool a chance to remediate and get things back up and running. Major issues of continual non-compliance would require license recission. Barhafer has participated in the State's virtual pool operator training and will be attending an additional in-person pool operator training at the end of the month. This is timing well because PPHD also provides free sunscreen to all pools as part of the sun safety program Pool Cool and serves as another good linkage to the staffing at the local pools.

Municipal pools are required to have an operator onsite whenever the pool is open. Most have multiple staff trained as backups for coverage. Community pools are a main source of child and family entertainment in the summer, and assuring safety is of the utmost importance. In the event of a drowning or near drownings event, the process is to report to a 24/7 line, which would go to PPHD's 24/7 number, and an inspection has to happen within 24 hours. PPHD has the capacity to be responsive to those calls.

NDWEE has worked to get all the initial rounds of inspections done before LB759 takes effect. This gives PPHD some space to move into this work without being hit right away with inspection duties.

Davies reviewed an estimated budget which would be about \$19,615 for the first-year expenses and anticipates revenue received through permitting for \$13,600. PPHD has additional general funds that can support the unrecouped costs for this first year. All legal fees for reviewing the draft regulations were paid by the Nebraska Association of Local Health Directors.

Davies reviewed a proposed fee schedule for PPHD that also included comparisons for other local health departments currently providing inspections and NDWEE. PPHD's proposed fees would be \$300 for non-municipal pools, \$200 for municipal for the first permit, additional permits of \$150, and Spas of \$50.

The draft regulations included in the meeting packet were reviewed. Title 196 Nebraska Admin Code Chapter 2 provides the minimum sanitary and safety requirements for swimming pools would be the required the minimum enforcement standards.

Next steps include a virtual meeting with pool operators on July 8, a public hearing for NDWEE on July 17 that will set the minimum standards and construction requirements, a public hearing at the beginning of the PPHD board meeting on July 30 for input on the regulations and adoption of the regulations by the board after the hearing. Final approval by DHHS will be required after the board adopts the regulations.

Brennemann asked about inspection intervals. All pools are required to be inspected annually, and fees would be charged annually. Barhafer noted she has been to the Hyannis pool, and the staff are aware of the impending changes. She noted annual inspection is the minimum and would happen more often if a pool was found in violation and needs a temporary closure or if there is a drowning/near drowning event. All initial inspections are

done for 2026. Barhafer anticipates prioritizing hotels and public businesses in the winter and seasonal pools in spring/summer.

Lease asked if a committee review would be an option before going to district court for non-compliance issues. Barhafer noted all documentation will be maintained and would be easily accessible for review by a committee. Parker asked who else would perform inspections if PPHD didn't take the lead on this. Davies noted that the legislation is written in a way that doesn't give direct authority to any one entity, which is why local public health is taking the lead. It would be a conflict of interest if municipalities were inspecting their own pools. Barhafer that in an idea situation, pools are inspecting themselves to make sure they are in compliance, streamlining the required inspections. It was noted that PPHD often receives calls when there are concerns of non-compliance, so this is a natural fit.

Jespersen asked how many pools PPHD would be responsible for inspecting. Davies noted there are 62 bodies of water, but some are located at the facility, such as a pool and a spa, so there are approximately 50 locations. She also noted that some listed pools that aren't currently operational, such as at an apartment complex.

Gifford asked about the fee schedule and our costs. Davies noted that PPHD is currently receiving a Public Health Infrastructure Grant (PHIG) from the state that is used to pay for Barhafer's time and training right now. Inspection fees would also support her staffing time and inspection expenses in the future, although it would not be enough to cover the full cost. PPHD does have discretionary funds that can cover unrecouped costs. PPHD does not want the fees to be burdensome to local pools because it will be an increased cost from what DWEE is charging, which was previously (\$40 + \$60/inspection, and \$40 for additional permits), no charge for Spas. DWEE has not been able to maintain the increasing costs of maintaining the inspections with the fees they were charging.

Motion to pursue pool inspection authority was made by Gifford and second by Lukassesn. Quorum was lost during the vote, with only 11 of 12 present and all voting in favor, as Brennemann left at 8:54 am.

Quinn and Raffelson joined the meeting at 8:59am. Davies provided them an update on the discussion and reviewed the current motion on the floor. Both voted in favor and the motion carried.

Architect bids:

Several of the Rural Health Transformation funding projects will require renovation work at the Scottsbluff office. Davies reviewed an outline of the projects that would include remodeling a room to allow an exam room space for dental services, improvements to the back storage space which could include 3 offices and storage space for PPE, renovating the detached storage and loading dock are to add climate control to improve PPE storage, and adding a detached covered space for the mobile unit.

Bids were included in the meeting packet from Trails West, JEO, and Lee Davies Architecture. Davies disclosed that Lee Davies is her brother-in-law. He was contracted to do the renovation office to the Hemingford office when Kim Engel was director and was selected through board approval.

Lease asked about total costs including the architect fees. Davies noted that a total project cost wasn't yet available because it would depend on design specifics. Jespersen asked about a document with the actual plans. Davies included a document that showed rough estimates of work to be completed as four project areas.

The bid from Lee Davies Architecture for all 4 areas as one project was \$28,000, JEO's bid was \$74,750, and Trails West Architecture's bid was \$60,650. Batterman noted the historical work and track record with Lee Davies.

Motioned to approve the bid from Lee Davies Architecture for \$28,000 made by Parker and seconded by Raffelson. Roll call vote with Lease voting no, all others in favor, Brennemann was absent for the vote.

Legislative Update:

Davies noted that the health directors are meeting to discuss the upcoming legislative session, with the long session starting in February. She noted that most are focusing on the pool inspection piece and the rural health transformation work. They are monitoring a few areas but have no priorities yet.

Rural Health Transformation Update:

Davies updated on the strategies that PPHD has applied and received funding for:

- 1.1 – fiscal agent for Regional Food Pantry Development - \$115,000
- 1.5 – NE KFND - \$20,000
- 1.5b – Healthy Behaviors - \$100,000
- 2.2b – Regional Jurisdictional Stockpile - \$233,000
- 2.3a – Community Health Worker Networks - \$1,336,679.38
- 4.1 – Mobile Maternity Care and Training in Maternity Deserts – 1,750,000
- 4.2a – Oral Health (Teeth Forever) \$133,333
- 4.4 – Chronic Disease Management – 297,955.27

She added that PPHD is reaching out to community partners to apply for funding as it might be beneficial to them and staff are offering technical assistance where applicable.

Batterman asked about the metrics to track the work that is happening locally. Each strategy has a workplan component that will be used to measure progress, in addition to other data sets such as maternal and child health. The managed care organizations have HEDIS measures that can also be monitored. The mobile unit is expected to have a minimum of 2,000 encounters in year 2. The Chronic Disease Management project will also look at Emergency Department usage and readmittance rates to monitor progress.

Other Business:

Batterman commended PPHD staff for the volume of activity happening in the director's report. Davies recognized the PPHD staff for their enthusiasm and willingness to raise the bar for the work done. She added that PPHD is receiving two model practice awards – one for the Youth Advisory Committee and one for the Self Monitored Blood Pressure maternal program. Davies also highlighted the article from the Alzheimer's Association that shows some of the work PPHD is doing.

Jespersen asked about current open positions at PPHD given the volume of activity happening. Davies said there are still openings for Community Health Workers and Home Visitors, and positions will be opening in early July for RNs for the chronic disease management project, a hygienist for the oral health work, and staffing for the mobile unit when it is ready to launch. PPHD is also looking at ways to realign workloads for existing staff.

Public Comment:

No members of the public present for comment.

Next Meeting Date:

July 30, 2026, at 8:00 am, starting with the public hearing then moving into the regular meeting

Adjourn:

Batterman adjourned the meeting at 9:24 am.

National Association of City and County Health Officials (NACCHO)

July 14-17, 2026

Louisville, KY

Racing Forward, Swinging Big: United for Public Health's Future

National Association of Local Boards of Health (NALBOH)

October 12-14, 2026

San Antonio, TX

Theme: TBD

American Public Health Association (APHA)

November 1-4, 2026

San Antonio, TX

Together We Thrive: Health Across the Lifespan

Nebraska Public Health Conference

Spring 2027

Panhandle Public Health District Board of Health

RESOLUTION NO. 2026-1 PUBLIC SWIMMING POOL REGULATIONS

The Board of Health finds:

- WHEREAS the State of Nebraska will not conduct public swimming pool inspections after July 17, 2026;
- WHEREAS the State of Nebraska will not issue new operating permits for public swimming pools after July 17, 2026;
- WHEREAS the State of Nebraska will continue to issue construction permits for new public swimming pools;
- WHEREAS public swimming pools pose potential public health risks of waterborne illnesses, chemical exposures and safety hazards and may result in community outbreaks of communicable disease, severe injury, or death due to drowning;
- WHEREAS Neb. Rev. Stat. §§ 71-1631 gives local boards of health powers and duties to
 - o Enact rules and regulations and enforce the same for the protection of public health and the prevention of communicable diseases within its jurisdiction;
 - o Make all necessary sanitary and health investigations and inspections;
 - o Investigate the existence of any contagious or infectious disease and adopt measures to arrest the progress of the same; and
- WHEREAS the established fee schedule is outlined in Exhibit A;
- WHEREAS in 2024, state and local health inspections of pools in Nebraska identified that greater than 25% of public swimming pools had violations that posed serious or substantial health risk to the public;
- WHEREAS most public swimming pool inspections are conducted by local public health departments in the U.S. and Nebraska;
- WHEREAS there is public health benefit to have local health department staff conduct public swimming pool inspections, provide technical assistance to pool operators, and investigate communicable disease outbreaks associated with pools;
- WHEREAS adopting Title 196 Nebraska Administrative Code 2 Minimum Sanitary and Safety Requirements for Swimming Pools and any subsequent amendments, recodifications, or successor regulations adopted by the State of Nebraska, provides a framework for the safe and sanitary operation and maintenance of public swimming pools and reduces public health risks provides a base level for safe and sanitary operation and maintenance of public swimming pools and reduce public health risks;
- WHEREAS Health District permitting and inspection of public swimming pools can reduce such public health risks of communicable disease and injury;

- WHEREAS having knowledgeable and trained health staff inspect and provide technical assistance to public swimming pool operators can reduce health and safety risks;
- WHEREAS requiring the certification of public swimming pool operators ensures such persons will have basic knowledge on the safe and sanitary operation of public swimming pools;
- WHEREAS the Health Director is hired by the Board to carry out the work of protecting public health;

THEREFORE, BE IT RESOLVED by the Board of Health of Panhandle Public Health District Health District ADOPTS RESOLUTION 2026-1 PUBLIC SWIMMING POOL REGULATIONS and authorizes the Health Director to take all reasonable steps to enact and enforce these regulations in the health district, including in all villages, cities and counties.

DATED this 30th day of July 2026

Motion to adopt resolution by Board Member ABC

Seconded by Board Member DEF

Roll Call Vote Results:

YEAS: Names of Board Members for

NEAS: Names of Board Members against

ABSTAINING: Names of Board Members abstaining

ABSENT: Names of Board Members absent

Signed:

ABC Signature of Kay Anderson

Chairperson

07/30/2026

Date of Signature

ABC Signature of Marie Parker

Secretary for the Board

07/30/2026

Date of Signature

This resolution and the associated regulations shall be kept and maintained as a record of Board of Health action per requirements in Nebraska Statute.

Exhibit A

a. Annual Public Swimming Pool Permit Fees:

Permit Type	Fee
1st Permit	\$300 (non-municipal)
	\$200 (municipal)
Additional Permit	\$150
Spa	\$50

b. Public Swimming Pool Permit Renewal Late Fees:

1. A permit holder who fails to renew the permit before it expires, but within 30 days of the date of expiration shall pay a late fee of 33% of the annual fee in addition to the annual [fee](#).
 2. A permit holder who fails to renew the permit before it expires and fails to renew the permit within 30 days from the date of expiration shall pay a late [fee](#) of 67% of the annual [fee](#) in addition to the annual [fee](#).
 3. Late fees shall not be charged if the renewal notice was not mailed at least 30 days prior to the due date.
- d. Failure to pay Public Swimming Pool Permit fees shall be cause for the Health Director to issue an order to stop operating and to take appropriate legal action against the owner.
- e. All fees shall be payable to Panhandle Public Health District.

PPHD Finance Committee
Conference Call Minutes
July 13, 2026 10:00 am

Present on the call were Kay Anderson, Marie Parker, Diana Lecher, Jessica Davies, Sara Williamson, and Amanda McClaren.

Williamson reviewed program spreadsheets, accounts receivable, and check details and financial statements for April and May 2026. Noted corrections needed made prior to the board meeting include updated expenditure on MHI and adding the RHT Mobile funds.

Williamson updated on the Agency budget for 2026-2027. PPHD is looking at a budget of just over \$10 million, prior to adding contingency funds. HBE is preparing the budget forms and presenting at the budget hearing on September 10. More budget details will be presented at the next finance committee meeting.

Motion was made by Lecher to approve the financial statements and spreadsheets with noted corrections and seconded by Parker. All in favor, none opposed.

The meeting adjourned at 10:22 am.

Program updates through **6/30/2026***

Award Name/ Program Name	Total Award	Expenses to Date	% of Total	% of Performance Period	Program End Date
State Appropriated Funds					
Admin 2026 (LB 692)	\$299,945.62	\$290,074.09	97%	100%	6/30/2026
Surveillance 2026 (LB 1060)	\$105,458.11	\$85,013.05	81%	100%	6/30/2026
State General Funds	\$52,000.00	\$1,003.68	2%	100%	6/30/2026
MHI 2026 (Minority Health Initiative)	\$81,366.38	\$77,787.51	96%	100%	6/30/2026
Opioid General Funds	\$55,555.54	\$38,086.92	69%	100%	6/30/2026
Data, Performance, and Health Improvement Planning					
MAPP 2026 (CHA/CHIP Work)	\$36,000.00	\$17,728.39	49%	50%	12/31/2026
WFD 2026 (Accreditation Readiness)	\$25,500.00	\$19,721.50	77%	75%	9/30/2026
Sherwood Foundation (Aging, SDOH, SMBP, CarSea	\$100,000.00	\$97,886.51	98%	100%	6/30/2026

Program updates through

6/30/2026 *

Award Name/ Program Name	Total Award	Expenses to Date	% of Total	% of Performance Period	Program End Date
Chronic Disease Prevention Funds					
AOWN 2026 (Diabetes Prevention)	\$9,685.00	\$8,593.84	89%	100%	6/30/2026
LCTA 2026 (DPP Coaches Training)	\$12,106.86	\$8,780.58	73%	108%	6/29/2026
Governor's Award 2026 (Worksite Wellness)	\$10,000.00	\$707.88	7%	58%	12/16/2026
TFN 2026 (Tobacco Free NE)	\$78,350.00	\$77,448.92	99%	100%	6/30/2026
Obesity (State Chronic Disease Prevention)	\$100,993.00	\$100,610.84	100%	108%	5/31/2026
Kids Fitness & Nutrition Day	\$20,000.00	\$0.00	0%	#VALUE!	Not started yet
NALHD Cancer Prevention	\$25,000.00	\$2,654.98	11%	100%	6/30/2026
Injury Prevention Funds					
HSO 2026 (Highway/Driver Safety)	\$125,240.00	\$68,878.88	55%	75%	9/30/2026
Brain Health - deliverable-based	\$48,000.00	\$97.03	0%	NA	
Brain Health NALHD - deliverable-based	\$11,000.00	\$5,566.41	51%	57%	12/31/2026
Rural Health Transformation					
Community Health Workers (CHW)	\$1,336,679.38		0%	41%	4/30/2027
Chronic Disease Management (CDM)	\$308,856.08	\$4,254.93	1%	13%	7/31/2027
Oral Health (Oral)	\$133,333.00	\$8,386.06	6%	60%	10/30/2026
Jurisdictional Stockpile (SNS)	\$233,000.00	\$1,131.42	0%	64%	10/30/2026
Obesity Prevention (NPA)	\$100,000.00	\$2,277.97	2%	17%	5/3/2027
Food as Medicine	\$96,071.25	\$0.00	0%	#VALUE!	Not started Yet

Program updates through

6/30/2026 *

Award Name/ Program Name	Total Award	Expenses to Date	% of Total	% of Performance Period	Program End Date
Preparedness Funds					
PHEP 2026 (Emergency Preparedness/Disease Investigator)	\$146,000.00	\$147,482.78	101%	100%	6/30/2026
HCC 2026 (PRMRS - Hospital Preparedness Planning)	\$125,000.00	\$126,271.75	101%	100%	6/30/2026
Clinical Services					
VFC 2026 (Vaccinations for Children)	\$42,440.00	\$42,934.05	101%	100%	6/30/2026
Immunization Billing	\$597,200.00	\$442,728.93	74%	100%	6/30/2026
Ryan White (Case Investigation)	\$57,375.00	\$58,180.66	101%	100%	6/30/2026
HPV 2026 (media campaign)	\$10,000.00	\$10,126.74	101%	108%	6/29/2026

Program updates through

6/30/2026 *

Award Name/ Program Name	Total Award	Expenses to Date	% of Total	% of Performance Period	Program End Date
Home Visitation Funds					
HV 2026 (Healthy Families America)	\$819,092.00	\$646,950.20	79%	75%	9/30/2026
HV CWP 2026 (DHHS Referred Cases)	\$345,000.00	\$173,298.07	50%	75%	9/30/2026
Other Maternal Child Health Funds					
Centering (Prenatal Group/Sherwood.UNMC Partners	\$100,000.00	\$51,519.66	52%	100%	6/30/2026
Hypertension (Prenatal Hypertension)	\$12,500.00	\$12,302.83	98%	156%	1/31/2026

Program updates through

6/30/2026 *

Award Name/ Program Name	Total Award	Expenses to Date	% of Total	% of Performance Period	Program End Date
Environmental Health Funds					
LEPH 2025 (Local Environmental Public Health)	\$81,144.60	\$32,150.97	40%	58%	11/30/2026
WNV 2026 (WNV Mosquito Trapping)	\$10,000.00	\$1,083.12	11%	50%	12/31/2026
Lead Epi 2026 (Childhood Lead Case Investigation)	\$15,000.00	\$9,762.93	65%	83%	9/29/2026
Hud (Lead Based Paint Remediation-Capacity)	\$531,655.00	\$288,805.82	54%	62%	8/15/2027
Hud (Lead Based Paint Remediation-Risk&Reduction)	\$2,588,474.00	\$10,214.92	0%	6%	4/1/2030
Radon 2026 (PPHD Match \$3,010.94)	\$6,010.94	\$4,223.50	70%	113%	5/31/2026

Program updates through

6/30/2026 *

Award Name/ Program Name	Total Award	Expenses to Date	% of Total	% of Performance Period	Program End Date
Behavioral Health/Substance Misuse Prevention					
OD2A 2026 (Statewide Opioid Prevention)	\$50,000.00	\$39,993.91	80%	83%	8/31/2026
R1SOR 2026 (Region I Opioid Response)	\$43,713.00	\$10,019.85	23%	75%	9/29/2026
State SOR 2026 (State Opioid Response)	\$40,000.00	\$18,419.60	46%	75%	9/29/2026
R1BG 2026 (Panhandle Prevention Coalition)	\$149,500.00	\$149,500.00	100%	100%	6/30/2026
PFS 2026 (Partner for Success)	\$94,622.00	\$39,700.94	42%	75%	9/30/2026
MCH 2025 (BaseEd) (100,000 Grant, 20,425 Match)	\$120,425.00	\$5,838.80	5%	25%	3/31/2027
CHW Schools (Youth Mental Health)	\$35,000.00	\$33,511.46	100%	73%	9/29/2026

Program updates through

6/30/2026 *



Award Name/ Program Name	Total Award	Expenses to Date	% of Total	% of Performance Period	Program End Date
Oral Health					
DHP 2026 (Dental Health Program NCF Grant)	\$125,949.60	\$16,536.01	13%	50%	12/31/2026

PANHANDLE PUBLIC HEALTH DISTRICT

FINANCIAL STATEMENTS

APRIL 30, 2026

Panhandle Public Health District

Balance Sheet

As of April 30, 2026

Cash Basis

	Apr 30, 26
ASSETS	
Current Assets	
Checking/Savings	
1000 · Platte Valley National Bank	148,683.11
1005 · NPAIT (Nebraska Public Agency Investment Trust)	946,553.91
Total Checking/Savings	1,095,237.02
Total Current Assets	1,095,237.02
Fixed Assets	
1600 · Scottsbluff Office	2,185.70
Total Fixed Assets	2,185.70
TOTAL ASSETS	1,097,422.72
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · State Withholding Payable	4,101.11
2015 · Retirement Payable	10.53
2020 · Health Insurance Payable	772.24
2021 · FSA Payable - Health	-1,815.04
2022 · FSA Payable - Dep Care	962.44
2025 · FICA Withholding Payable	13.63
2026 · Garnishment	184.68
2027 · State Unemployment Payable	92.80
2028 · Dental Insurance Payable	24.69
2029 · Vision Insurance Payable	3.90
Total Other Current Liabilities	4,350.98
Total Current Liabilities	4,350.98
Long Term Liabilities	
2500 · Scottsbluff Building Loan	138,422.64
Total Long Term Liabilities	138,422.64
Total Liabilities	142,773.62
Equity	
3000 · Opening Balance Equity	-39,764.62
3050 · Fund Balance	338,247.81
3060 · Board Designated Funds - Autos	33,525.52
3061 · Board Designated Funds - Copier	67,259.26
Net Income	555,381.13
Total Equity	954,649.10
TOTAL LIABILITIES & EQUITY	1,097,422.72

Panhandle Public Health District

Profit & Loss

April 2026

Cash Basis

	Apr 26	Jul '25 - Apr 26
Ordinary Income/Expense		
Income		
4000 · General Funds	15,732.61	168,429.10
4010 · Infrastructure Funds	11,342.58	125,006.16
4015 · Per Capita Funds	11,723.08	129,607.99
4016 · LB1008 Funds	0.00	6,944.49
4017 · LB 585	0.00	12,287.29
4020 · Revenue	12,725.00	900,500.92
4021 · Revenue (Fed Pass-Through)	25,217.32	1,779,160.73
4035 · Health Screening Supplies	0.00	1,600.00
4045 · Other Income	347.80	15,815.99
4050 · Interest Income	3,093.30	15,909.47
4070 · Program Donations	100.00	3,625.46
4072 · Program Fees (Fee for service revenues)	1,900.04	279,812.22
4073 · Product Fees	19,913.01	531,851.85
4090 · Fall Conference Sponsorships	0.00	400.00
4091 · Fall Conference Vendors	0.00	150.00
4092 · Fall Conference Registrations	0.00	4,704.11
4093 · Conference Registration Fees	320.00	1,090.00
Total Income	102,414.74	3,976,895.78
Gross Profit	102,414.74	3,976,895.78
Expense		
6000 · Accounting	0.00	5,060.00
6010 · Advertising and PR	10,066.71	65,239.92
6020 · Auditing	0.00	28,000.00
6030 · Bank Service Charges	865.15	1,954.63
6035 · Board Member Travel	0.00	2,831.90
6075 · Communication	2,491.03	22,965.64
6080 · Contracts	24,594.92	172,666.35
6095 · Dues and Subscriptions	6,592.00	13,443.00
6115 · Health Check Supplies	0.00	1,373.39
6120 · Incentives	1,251.35	7,991.76
6125 · Insurance	0.00	18,444.85
6126 · Insurance - General	543.00	13,443.38
6128 · Interest Expense	0.00	0.00
6135 · Legal Fees	120.00	1,100.00
6145 · Meeting	1,551.77	14,030.62
6150 · Office Expense	1,815.57	32,744.22
6154 · Vaccinations	29,106.50	340,373.76
6155 · Office Supplies	18,623.33	154,277.75
6156 · Medical Supplies	894.58	11,089.01
6157 · Printing Supplies	2,113.87	8,469.77
6160 · Payroll Tax Expense	10,729.27	115,919.73
6175 · Postage	2,159.14	7,076.89
6180 · Printing and Publication	284.70	39,432.74
6190 · Radon Supplies	0.00	1,211.50
6200 · Repairs and Maintenance	3,000.00	35,338.56
6202 · Server Backup	500.00	5,000.00
6205 · Training/Education	6,590.00	33,138.27
6210 · Travel	14,236.45	67,521.08
6215 · Utilities	591.00	591.00
6220 · Wages	146,509.32	1,548,266.72
6225 · Retirement Expense	9,858.48	103,603.47
6230 · Health Insurance	53,619.64	521,419.52
6231 · Dental Insurance	1,931.77	18,756.35
6232 · Vision Insurance	570.99	5,324.63
6240 · Life Insurance	111.53	1,170.56
6245 · LT Disability	219.82	2,243.68
6246 · FSA Expense - Health	0.00	0.00
6247 · FSA Expense - Dep	0.00	0.00
Total Expense	351,541.89	3,421,514.65
Net Ordinary Income	-249,127.15	555,381.13
Net Income	-249,127.15	555,381.13

PANHANDLE PUBLIC HEALTH DISTRICT
FINANCIAL STATEMENTS
MAY 31, 2026

Panhandle Public Health District

Balance Sheet

As of May 31, 2026

Cash Basis

	May 31, 26
ASSETS	
Current Assets	
Checking/Savings	
1000 · Platte Valley National Bank	337,786.05
1005 · NPAIT (Nebraska Public Agency Investment Trust)	799,123.95
Total Checking/Savings	1,136,910.00
Total Current Assets	1,136,910.00
Fixed Assets	
1600 · Scottsbluff Office	2,185.70
Total Fixed Assets	2,185.70
TOTAL ASSETS	1,139,095.70
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · State Withholding Payable	3,969.17
2015 · Retirement Payable	10.53
2020 · Health Insurance Payable	772.24
2021 · FSA Payable - Health	-2,295.21
2022 · FSA Payable - Dep Care	1,660.90
2025 · FICA Withholding Payable	13.63
2026 · Garnishment	184.68
2027 · State Unemployment Payable	171.24
2028 · Dental Insurance Payable	24.69
2029 · Vision Insurance Payable	3.90
Total Other Current Liabilities	4,515.77
Total Current Liabilities	4,515.77
Long Term Liabilities	
2500 · Scottsbluff Building Loan	137,315.52
Total Long Term Liabilities	137,315.52
Total Liabilities	141,831.29
Equity	
3000 · Opening Balance Equity	-39,764.62
3050 · Fund Balance	338,247.81
3060 · Board Designated Funds - Autos	33,525.52
3061 · Board Designated Funds - Copier	67,259.26
Net Income	597,996.44
Total Equity	997,264.41
TOTAL LIABILITIES & EQUITY	1,139,095.70

Panhandle Public Health District
Profit & Loss
May 2026

Cash Basis

	May 26	Jul '25 - May 26
Ordinary Income/Expense		
Income		
4000 · General Funds	15,732.61	184,161.71
4010 · Infrastructure Funds	11,342.58	136,348.74
4015 · Per Capita Funds	11,723.08	141,331.07
4016 · LB1008 Funds	0.00	6,944.49
4017 · LB 585	0.00	12,287.29
4020 · Revenue	76,326.74	976,827.66
4021 · Revenue (Fed Pass-Through)	268,614.24	2,047,774.97
4035 · Health Screening Supplies	0.00	1,600.00
4045 · Other Income	0.00	15,815.99
4050 · Interest Income	2,570.04	18,479.51
4070 · Program Donations	0.00	3,625.46
4072 · Program Fees (Fee for service revenues)	2,503.88	282,316.10
4073 · Product Fees	40,430.65	572,282.50
4090 · Fall Conference Sponsorships	0.00	400.00
4091 · Fall Conference Vendors	0.00	150.00
4092 · Fall Conference Registrations	2,000.00	6,704.11
4093 · Conference Registration Fees	3,280.51	4,370.51
Total Income	434,524.33	4,411,420.11
Gross Profit	434,524.33	4,411,420.11
Expense		
6000 · Accounting	0.00	5,060.00
6010 · Advertising and PR	4,681.30	69,921.22
6020 · Auditing	0.00	28,000.00
6030 · Bank Service Charges	155.80	2,110.43
6035 · Board Member Travel	762.70	3,594.60
6075 · Communication	2,714.80	25,680.44
6080 · Contracts	20,617.53	193,283.88
6095 · Dues and Subscriptions	120.00	13,563.00
6115 · Health Check Supplies	0.00	1,373.39
6120 · Incentives	275.88	8,267.64
6125 · Insurance	3,774.20	22,219.05
6126 · Insurance - General	2,692.20	16,135.58
6128 · Interest Expense	0.00	0.00
6135 · Legal Fees	0.00	1,100.00
6145 · Meeting	7,545.89	21,576.51
6150 · Office Expense	3,031.01	35,775.23
6154 · Vaccinations	24,501.75	364,875.51
6155 · Office Supplies	61,779.41	216,057.16
6156 · Medical Supplies	164.17	11,253.18
6157 · Printing Supplies	3,792.90	12,262.67
6160 · Payroll Tax Expense	10,543.04	126,462.77
6175 · Postage	2,609.98	9,686.87
6180 · Printing and Publication	1,783.47	41,216.21
6190 · Radon Supplies	0.00	1,211.50
6200 · Repairs and Maintenance	4,844.15	40,182.71
6202 · Server Backup	500.00	5,500.00
6205 · Training/Education	10,755.88	43,894.15
6210 · Travel	10,951.99	78,473.07
6215 · Utilities	0.00	591.00
6220 · Wages	144,782.42	1,693,049.14
6225 · Retirement Expense	9,752.60	113,356.07
6230 · Health Insurance	55,719.62	577,139.14
6231 · Dental Insurance	2,084.55	20,840.90
6232 · Vision Insurance	604.19	5,928.82
6240 · Life Insurance	125.03	1,295.59
6245 · LT Disability	242.56	2,486.24
6246 · FSA Expense - Health	0.00	0.00
6247 · FSA Expense - Dep	0.00	0.00
Total Expense	391,909.02	3,813,423.67
Net Ordinary Income	42,615.31	597,996.44
Net Income	42,615.31	597,996.44



This Services Agreement (the “Agreement”), dated and effective as of July X, 2026 is by and between **MONTAGE MARKETING GROUP, LLC**, a Delaware corporation (“**Montage Marketing**”), and PANHANDLE PUBLIC HEALTH DISTRICT, a _____, with addresses at PO Box 337, Hemingford, NE 69348. (“**Client**”).

Montage Marketing has expertise in providing Mobile Vehicle Health Support services. Client wishes to engage Montage Marketing to perform certain such services, and Montage Marketing desires to provide Client with such services, on the terms and conditions contained in this Agreement. In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Provision of Services. Montage Marketing shall provide the services described in **Exhibit “A”** (which is hereby made a part of this Agreement) (the “**Services**”) for the duration of the Term (as defined below). The scope of Services to be provided under this Agreement may not be modified except by mutual consent of both parties. The Services provided by Montage Marketing under this Agreement are nonexclusive, and Montage Marketing may provide similar Services to other clients from time to time.

2. Compensation.

(a) Payments. The Client agrees to pay to Montage Marketing certain compensation in accordance with the amounts (individually, a “Payment” and, collectively, “Payments”) set forth in the Payment Schedule, attached hereto as **Exhibit “B”** (which is hereby made a part of this Agreement). Each Payment shall be due and payable on the applicable payment date for such Payment as set forth in the Payment Schedule (the “Applicable Payment Date”).

(b) Expenses. Client shall pay Montage Marketing, at the standard rates described in Exhibit B, for all expenses, including without limitation, manpower, site fees, fulfillment, equipment, administrative fees, vehicles, insurance, support services, travel (including airfare), hotel, meals, ground transportation, mileage, shipping and postage, product samples, and applicable taxes and research. Payment of the foregoing expenses is due on the applicable payment date for such expenses as set forth in the Payment Schedule or, if not, within thirty (30) days of Client’s receipt of an _____ invoice _____ listing _____ such _____ expenses.

(c) Late Charge. Montage Marketing reserves the right to impose a late charge (the “Late Charge”) on all amounts due and payable hereunder that are not timely paid in accordance with this Agreement. The Late Charge shall be calculated on all outstanding amounts at the rate of (i) one and one-half percent (1 1/2%) per month or (ii) Montage Marketing’s then-current short-term borrowing rate, whichever is less. Montage Marketing shall, in its sole discretion, have the option to suspend Services under this Agreement if Client fails to pay a Payment and/or Expenses when due. Any suspension of Services by Montage Marketing pursuant to this Section 2(c) shall not impair Montage Marketing’s right to receive from Client any future Payment otherwise due in accordance with the Payment Schedule.

3. Term. The term of this Agreement (the “Term”) shall begin on July XX, 2026 and shall continue until July XX, 2027 unless otherwise extended by mutual agreement of the parties. If the parties agree to extend the Term, then the period of such extension and the Payments payable during such extension shall be determined in accordance with their written mutual agreement. Either party may terminate this Agreement immediately without liability upon notice to the other party if the other party (a) breaches any term of this Agreement and fails to cure such breach within ten (10) days of receipt



of written notice of such breach from the non-breaching party, (b) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of creditors, or ceases normal business operations, or (iii) assigns or attempts to assign this Agreement or any of the rights and obligations hereunder without first obtaining consent as required herein. This Agreement shall automatically terminate if Montage Marketing is prohibited by law, regulation or order from providing the Services described in this Agreement. Upon termination for any reason, Client shall pay Montage Marketing for all Services performed and Expenses incurred through the date of termination.

4. Right to Terminate Services. Either of Montage Marketing or Client may terminate Services under this Agreement at any time, for any reason or no reason, upon the delivery to the other party of sixty (60) days' written notice in advance of such termination (the "Services Termination Date"). Upon the Services Termination Date, (a) Client shall pay to Montage Marketing the Payment for the next Applicable Payment Date following the Services Termination Date and any Expenses or other amounts due and owing to Montage Marketing or incurred by Montage Marketing under this Agreement as of the Services Termination Date, and (b) Montage Marketing shall use its best efforts to recover any and all payments to hard goods vendors that they reasonably can (Client understands that a certain percentage of such payments will not be recoverable). Not later than sixty (60) days after the Services Termination Date, Montage Marketing shall refund to Client (i) any unearned deposit amounts and amounts recovered from hard goods vendors and (ii) any excess portion of the Payment received by Montage Marketing under this Section 4 which Montage Marketing determines, in its sole discretion, to be excess compensation for the Services rendered by Montage Marketing through the Services Termination Date.

5. Confidentiality. Each of the Client and Montage Marketing acknowledges that it may be given access to the other's confidential and proprietary information. Both parties agree to maintain the confidentiality of any confidential data and information communicated to it by the other party and to not disclose it to third parties or their respective employees, agents and representatives other than to those employees, agents or representatives who need to have such data and information for the proper performance of their duties. This obligation of confidentiality shall not apply to data and information of a party that is or becomes publicly available or otherwise available without restriction through no fault of the other party. The parties agree that each will not make any public announcement to the media and other third parties of the nature of their relationship with each other unless the other has reviewed and approved, in writing, any such announcement or publicity release.

6. Non-Solicitation. During the Term and for a period of two (2) years immediately thereafter, Client will not, directly or indirectly, by any means or devices whatsoever, in any individual or representative capacity: (a) hire, employ, or engage for services or attempt to hire, employ, or engage for services any employee or independent contractor of Montage Marketing who has worked with Montage Marketing in the performance of its obligations under this Agreement; or (b) otherwise solicit, request, entice or induce those employees or independent contractors to terminate their employment or contractual relationship with Montage Marketing. If Client should hire, employ or engage for services any employee or independent contractor of Montage Marketing as prohibited above, Client shall pay to Montage Marketing as liquidated damages, and not as a penalty, an amount equal to one hundred percent (100%) of any and all compensation paid by Client to such employee or independent contractor for the first year after the date of such hire, employment or engagement for services.

7. Intellectual Property. Unless Montage Marketing otherwise consents in writing, all written materials and concepts specifically developed or created by Montage Marketing in connection with Montage Marketing's performance of Services including, without limitation, all rights in and to such materials and concepts, shall be the property of Montage Marketing.

8. Indemnification.



(a) **Negligence, Willful Misconduct, and Breach.** Montage Marketing shall indemnify and hold Client harmless from any loss, damage, liability, cost or expense (including reasonable attorney's fees and court costs) which Client may incur solely by reason of or arising out of (i) Montage Marketing's or its directors, officers, employees, agents or contractors negligence or willful misconduct resulting in bodily injury or property damage to the directors, officers, employees, agents of Client or (ii) Montage Marketing's breach of any representation or warranty contained in this Agreement. Client shall indemnify and hold Montage Marketing harmless from any loss, damage, cost, liability or expense (including reasonable attorney's fees and court costs) which Montage Marketing may incur solely by reason of or arising out of (i) Client's or its directors, officers, employees, agents or contractors negligence or willful misconduct resulting in bodily injury or property damage to Montage Marketing or Montage Marketing directors, officers, employees, agents or contractors or (ii) Client's breach of any representation or warranty contained in this Agreement.

(b) **No Consequential Damages.** In no event shall either party be liable for any consequential incidental, indirect, exemplary, punitive or special damages, however caused, including loss of profits, revenue, data or use, incurred by either party or any third party, whether under theory of contract, tort (including negligence), warranty or otherwise, even if the other party has been advised of the possibility of such damages. Each party's liability arising from this Agreement shall be limited to the Payments and Expenses payable to Montage Marketing under this Agreement. With respect to the Services and any products provided by Montage Marketing, Montage Marketing shall not be subject to, and expressly disclaims, and Client hereby waives, all implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose.

(c) **Vehicular Liability.** In no event will Client, its officers, directors, employees, agents, insurers, successors and assigns be liable for any losses, costs, expenses, damages, claims, suits or demands arising out of or resulting from the acts or omissions of Montage Marketing, its officers, directors, employees, agents, assigns, or subcontractors in connection with Montage Marketing's lease or use of vehicles for performance of Services hereunder.

9. Representations and Warranties

(a) **Commercially Reasonable Efforts.** Montage Marketing warrants that it will use commercially reasonable efforts to provide Services to the Client which comply in all material respects with the services described on Exhibit A. With respect to the services and products provided by Montage Marketing, Montage Marketing shall not be subject to, and expressly disclaims, and Client hereby waives all implied warranties, including without limitation warranties of merchantability and fitness for a particular purpose.

(b) **Compliance with Agreement and Applicable Laws.** Each party represents and warrants that its product or its performance in connection with the Services shall comply in all material respects with this Agreement and all applicable federal, state, and local laws and regulations, including, but not limited to, regulations governing equal employment opportunity or affirmative action.

(c) **Licenses and Permits.** Client represents and warrants that it has or shall obtain, at its expense, all applicable licenses, permits, waivers, releases, registrations, approvals and/or authorizations required in connection with the Services and that such licenses, permits, waivers, releases, registrations, approvals and/or authorizations will be valid and sufficient for Montage Marketing to perform the Services.

(d) **Execution and Delivery of Agreement.** Each party represents and warrants that it has the power and authority to execute and deliver this Agreement and to perform its obligations



hereunder, and the execution, delivery and performance of this Agreement by each party has been duly and validly authorized and approved.

10. Ownership of Trademarks. All slogans, names, logos, trade names, package design, color combination, insignia and trademarks contained in the materials submitted by Client to Montage Marketing shall be Client's property exclusively. No right, property, license, permission or interest of any kind is intended to be given or transferred to or acquired by the other party by the execution, performance or non-performance of this Agreement. The parties are authorized to use each other's proprietary rights only to the extent expressly authorized in this Agreement. Neither party shall take any action or a lack of action which would in any way impair the other party's proprietary rights.

11. Insurance. Montage Marketing shall maintain at least the following minimum limits and types of insurance. (a) Commercial General Liability Insurance providing combined single limits \$1,000,000 per occurrence for bodily injury (including wrongful death) and/or property damage liability. Said insurance shall cover, at a minimum, liability arising from products and completed operations, personal injury/advertising injury and contractual liability; (b) Automobile Liability Insurance, if applicable, with combined single limits of \$1,500,000 per accident for bodily injury and property damage liability; (c) Worker's Compensation Insurance at statutory limits.

Client shall maintain Commercial General Liability Insurance providing combined single limits of at least \$1,000,000.00 per occurrence for personal injury (including wrongful death) property damage, advertising injury and contractual liability attributable to any negligent or intentional act or omission of Client, its directors, officers, employees or agents.

Copies of such insurance certificates shall be provided by either party to the other upon request. Each party shall cause the other to be named as an additional insured on all required insurance policies. Each such policy shall provide that the additional insured will be given at least thirty (30) days advance written notice of termination, cancellation or non-renewal of the policy, or any material change in the policy.

12. Consumer Complaints. Client and Montage Marketing agree to cooperate with each other in every reasonable manner to deal appropriately with any consumer complaints which may arise from any Services performed hereunder, and in a manner which shall have due regard for the good name and customer good will of each party. Without limiting the generality of the foregoing, Client and Montage Marketing shall, when reasonably requested by the other in writing, undertake such factual investigation of consumer complaints arising out of their respective products or services as may be reasonably requested by the other and provide such information as is reasonably requested. Any written complaints received by one party that relate to the other party's product shall be promptly forwarded to that party for response.

13. Force Majeure. If Montage Marketing is prevented from providing the Services under this Agreement, either totally or in part, by reason of natural disaster or other Act of God, fire, storm, lockout, strike, riot, war or other reason beyond Montage Marketing's control, this Agreement shall be suspended during the period of such inability to perform.

14. Miscellaneous.

(a) **Independent Contractor.** Montage Marketing is acting as an independent contractor. Montage Marketing shall be responsible, at its expense, for all taxes and insurance and compliance with any applicable employment related laws and regulations with respect to its employees. Nothing in this Agreement makes one party the legal representative or agent of the other. Neither party shall have the right or authority to assume, create, or incur any third-party liability or obligation of any kind,



express or implied, against or in the name of or on behalf of the other party except as expressly set forth in this Agreement.

(b) **No bailment.** Client acknowledges and agrees that Montage Marketing is not the bailee of any property of Client and that no bailment is created or intended by this Agreement. Once this Agreement expires, is terminated or otherwise cancelled, Client shall, within ten (10) days thereof, claim all property owned by Client and held in Montage Marketing's warehouse(s). If Client does not claim such property within the foregoing time period, such property shall be deemed to be abandoned, and Montage Marketing may dispose of it in its sole and absolute discretion. Notwithstanding any provision contained herein to the contrary, Montage Marketing may, in its sole and absolute discretion, withhold the release of such property to Client until such time as Client pays in full all Payments and expenses due hereunder.

(c) **Entire Agreement.** This Agreement (including Exhibits "A" and "B") sets forth the entire agreement and understanding of the parties relating to the Services to be provided and integrates all prior discussions between them.

(d) **Waiver.** The failure of either party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

(e) **Headings.** The headings contained in this Agreement have been added for convenience only and shall not be construed as limiting. If any term of this Agreement is declared to be invalid or void by any court of competent jurisdiction, such term shall be deemed deleted from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

(f) **No Joint Venture Intended.** Nothing in this Agreement is intended to, or should be construed to, create a joint venture or similar legal arrangement between Montage Marketing and the Client.

(g) **Notice.** Any notice or other communication under this Agreement shall be conclusively deemed to have been received by a party hereto and be effective (i) if sent by hand delivery, on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other party in writing), (ii) if sent by facsimile transmission prior to 4:00 p.m. Eastern Time on a business day, on the day such facsimile transmission is sent to the facsimile number set forth below, (iii) if sent by facsimile transmission on or after 4:00 p.m. Eastern Time on a business day or at any time on any day not a business day, on the business day next following the day such transmission was sent to the facsimile number set forth below, (iv) if sent by overnight courier for delivery before 10:30 a.m. local time of the recipient on the next business day, on the business day next following the date delivered to such overnight courier, charges prepaid, to the address set forth below, or (v) if sent by registered or certified mail, on the fourth business day after the day on which mailed, postage prepaid, to the address set forth below.

(h) **Bankruptcy.** Without limiting in any way the right of any party to this Agreement to seek monetary damages or other legal, equitable or injunctive relief in the event of any breach of this Agreement, if either party hereto files a petition for bankruptcy, or is adjudicated bankrupt or if a petition for bankruptcy is filed against either party, or if either party is insolvent or makes any assignment for the benefit of its creditors, or enters into an arrangement with its creditors pursuant to any other bankruptcy law, then such other party may terminate this Agreement, at its sole discretion following such action and shall have no obligation under this Agreement (except to make payments on a pro rata basis) for obligations performed up to the point of such action.

(i) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware. With respect to any suit, action or proceeding arising hereunder or in connection herewith (i) each party hereby irrevocably submits to the non-exclusive jurisdiction of the Circuit Court for the City of Wilmington, Delaware and the United States District Court for the District of Delaware (assuming such latter court has jurisdiction over such suit, action or proceeding), and (b) each party irrevocably waives any objection which it may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court; irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and irrevocably waives the right to object, with respect to any such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party. Nothing contained herein will be deemed to preclude any party hereto from bringing a suit, action or proceeding arising hereunder or in connection herewith in any other jurisdiction permitted by applicable law.

(j) **Modification.** No modification, amendment or waiver of any provision of this Agreement will in any event be effective unless it is in writing and signed by both parties hereto.

(k) **Benefit and Burden.** This Agreement will be binding on and inure to the benefit of Montage Marketing and the Client and their respective successors and assigns. Neither the Montage Marketing nor Client shall have the right to assign any of its rights or delegate any of its duties hereunder.

(l) **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

(m) **Severability.** The provisions of this Agreement shall be severable. If any provision of this Agreement shall be declared invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and such invalid or unenforceable provision shall be modified to the extent required to make it valid and enforceable to the maximum extent possible.

(n) **Survival.** Sections 5, 6, 7, 8 and 14 of this Agreement shall survive any expiration, cancellation or termination of this Agreement.



IN WITNESS WHEREOF, Montage Marketing and Client have caused their duly authorized representatives to sign this Agreement as of the date first above written.

MONTAGE MARKETING GROUP, LLC

a Delaware corporation

By: _____
Printed Name: Mercedita Roxas-Murray
Title: CEO

Address for Notices:
5714 ABERDEEN RD
BETHESDA, MD 20814
Attn: Mercedita Roxas-Murray

PANHANDLE PUBLIC HEALTH DISTRICT

a _____
Tax ID: 03-0475216

By: _____
Printed Name: JESSICA DAVIES
Title: _____

Address for Notices:

EXHIBIT "A"**SCOPE OF SERVICES****TITLE**

Montage will provide the following for the program:

- Marketing, Communications, Design Support
- Mobile Health Training Support
- Policy and Procedure Support
- Mobile Clinic Management Consulting (Q-3 & Q-4)
- Community Outreach Engagement Consulting (Q-3 & Q-4)

Marketing, Communications, Design Support

Montage will provide personnel with the expertise to deliver the required services, which may include, but are not limited to, a Creative Director, graphic designer, writer strategist, communications strategist, and Client Success management. Montage will provide 175 hours to fulfill the specified services. Hours will be tracked, and depletion will be reported each month. Requests outside the scoped task areas will be estimated and billed separately. Changes to the scope will require a mutually agreed-upon and client-authorized change order.

Task area 1: Material needs assessment/briefing: Montage will provide a written briefing document for the Client to complete. A meeting will be held to review and discuss the assessment. Findings from the review will provide an inventory of recommended materials and other needs. Not all may be executed under this agreement. Montage will prioritize the inventory with the Client based on need and the time remaining under the agreement.

Task area 2: Brand needs: Montage will align with the Client on branding requirements, which may include program branding and branding tools (mark/logo, positioning statement, boilerplate language, color palette, brand guide). Based on projected time, the brand may be applied to materials as requested.

Task area 3: Vehicle creative needs: Montage will align with Client on the program vehicle creative (exterior wrap: full, partial, or spot, and interior ambient décor). Assets that are part of the program, such as exterior signage, are not included in the toolset.

Task area 4: Template development: Montage will work with the Client to create templates that are standardized for repeated use. Customization, use, and implementation of the templates are not included. Templates defined for the purposes of the agreement include:

- Outreach tools
 - Newsletter template design
 - Social media template for Facebook, Instagram, LinkedIn (1 each)
 - Brochure template design (2-page design)
- Promotion tools
 - Promotional poster template design
 - Promotional flyer template design
 - Promotional postcard template design
- Earned media templates
 - Boilerplate press release

- Reporting templates
 - o Executive summary template design (1-page)
 - o Long-form report template design (styling of a multi-page report)

Client will provide a clear and thorough brief. Montage will provide 1-2 concepts per template. Clients will have 2 revision rounds prior to final.

Additional or outside-of-scope requests are welcome and will be estimated and budgeted separately.

Mobile Health Training Support

Montage will provide personnel with the expertise to deliver the required services, which may include, but are not limited to, a mobile program subject matter expert and Client Success management.

Montage will align with the client on the program and hold a briefing meeting to understand the program elements, activation frequency, schedules, geographic coverage, etc. From the briefing, Montage will create an Operations Manual that will include the following content areas:

- Logistics narrative detailing the program overview and all of the elements
- Operations sections
 - o Schedules: vehicle use schedules, schedule standardized maintenance, daily checklist, standard operating procedures for daily vehicle maintenance and upkeep
 - o Inventory checklist and load-in plan
 - o Manufacturer guides provided for the vehicle or other OEM on-board equipment
 - o Routing and scheduling template: complete for month 1 (should the client have locked down venues and activation days). Subsequent routing and scheduling is the responsibility of the client unless Montage is contracted for those services.
- Frequently Asked Questions (FAQs)
 - o Vehicle FAQs for operational staff
 - o Activation FAQs

Montage will not provide FAQs related to the performance of health services.
- Best Practices
 - o Montage will provide a Best Practice one sheet for mobile vehicle programming.

Montage will also conduct Operations training for the driver and users of the vehicle. The training focuses on mobile vehicle programming and will not include health services training.

The training will be up to 1 week pending content, in person. (Venue provided by the client)
 The training will consist of book training, breakouts, quizzes, vehicle setup, on-board client walkthrough, vehicle close-up, vehicle inspection, and a 1-day/4-hour mock event (location and partner provided by the client).

Montage will provide 1-day virtual launch support to handle any questions.

Out of pocket costs, travel costs, supplies, venues etc. are not included in agreement price. Costs will be charged as actual and billed monthly.

Policy and Procedure Support

Montage will provide personnel with the expertise to deliver the required services, which may include, but are not limited to, a mobile program subject matter expert and Client Success management. Policy templates need to be reviewed by client legal and are guides, they are not intended to be legal documents.

Montage will create key policy and procedure templates

- Vehicle incident policy: Montage will provide a best practices policy guide related to vehicle incidents, accidents, and adverse situations. An incident report template and protocol will be provided as a best practices guide.
- IT security compliance guide: Montage will do a briefing with the client to understand the technology requirements and identify the security required. Montage will align connectivity and vehicle-related IT with the security compliance requirements. Any client-owned technology will be the responsibility of the client.
- Regulatory and safety checklist: Montage will provide a general framework — requirements vary by state and industry (medical), so confirm specifics with local DOT/DMV, licensing boards, and insurers. The checklist will cover vehicle compliance, driver and personnel requirements, insurance and liability, equipment and on-site safety, industry-specific compliance, documentation and record-keeping, and operational safety protocols. All protocols are in relation to the vehicle program and not the health services.
- Risk management policy: Montage

Mobile Clinic Management Consulting (Q-3 & Q-4)

Montage will provide personnel with the expertise to deliver the required services, which may include, but are not limited to, a mobile health program subject matter expert, fleet operations consultant, vendor management specialist, and Client Success management.

Montage will provide consulting services to support the Client's mobile clinic development and operations and assist the Client in establishing sustainable processes and operational best practices. Services may include:

- Vehicle Management: Consultation regarding fleet operations, vehicle readiness, deployment planning, tracking, and operational best practices for mobile health clinic vehicles. Recommendations will be provided to improve reliability, efficiency, and program sustainability.
- Scheduled Maintenance: Development of preventive maintenance schedules, maintenance tracking procedures, maintenance documentation standards, and recommendations intended to maximize vehicle uptime and operational readiness.
- Vehicle Registration, Annual Emissions, and Vehicle Inspection Compliance: Guidance related to vehicle registration requirements, annual inspections, emissions testing requirements, inspection documentation, and compliance tracking processes. Final responsibility for compliance remains with the Client.
- Troubleshooting: Consultation and recommendations regarding operational issues, vehicle challenges, equipment concerns, deployment interruptions, and service disruptions. Montage will assist in identifying potential corrective actions and best-practice solutions.
- Fabricator Management: Consultation and coordination support related to vehicle fabricators, vehicle upfit providers and retrofit contractors. Services may include review of vehicle modifications and coordination of communications and project management between the Client and fabrication partners.
- Vendor Management: Guidance regarding the management of vendors supporting vehicle operations, maintenance, equipment, technology, communications, logistics, and related

services. Services may include vendor evaluation support, performance review recommendations, issue escalation guidance, and operational coordination.

- Operational Risk and Compliance Consultation: Guidance regarding implementation of mobile clinic operational policies and procedures, including vehicle safety, driver requirements, regulatory compliance considerations, maintenance documentation, emergency preparedness, insurance requirements, and incident management practices. Consultation will be focused on vehicle and mobile clinic operations and not the delivery of healthcare services.

Montage's services are advisory in nature. Responsibility for operational decisions, regulatory compliance, vehicle licensing, inspections, staffing, and healthcare service delivery shall remain with the Client.

Community Outreach Engagement Consulting (Q-3 & Q-4)

Montage will provide personnel with the expertise to deliver the required services, which may include, but are not limited to, a community engagement strategist, outreach consultant, communications strategist, and Client Success management.

Montage will provide consulting services to support the Client's community outreach strategy and utilization of the mobile clinic program. Services may include:

- Strategy: Consultation regarding community outreach and engagement strategies designed to increase awareness, utilization, participation, and community access to the Client's mobile health services. Services may include geographic prioritization, audience identification, stakeholder engagement recommendations, and outreach planning.
- Evaluation and Metrics Framework: Development of recommended performance measures, reporting indicators, data collection methodologies, and evaluation frameworks to assist the Client in measuring outreach effectiveness and program impact.
- Monitoring and Tracking: Recommendations regarding tracking systems, outreach activity monitoring, participation analysis, reporting dashboards, and ongoing performance measurement to support continuous program improvement.
- Engagement Fulfillment Consultancy: Consultation regarding planning, coordination, and execution of community outreach activities, partner activations, awareness campaigns, mobile clinic events, and stakeholder engagement opportunities.
- Resource to the Team: Ongoing access to community outreach subject matter expertise to assist the Client's staff with outreach planning, engagement opportunities, community partnerships, activation strategies, and best practices for mobile health programming.
- Resource to the Team's Partners: Consultation and support for approved community partners, collaborating organizations, referral networks, educational institutions, healthcare partners, local government agencies, and other stakeholders engaged in supporting the mobile health program.
- Continuous Improvement: Review of outreach activities, community feedback, participation trends, and engagement outcomes, with recommendations for ongoing optimization and program enhancement.

Consulting services are advisory in nature and do not include direct staffing of outreach events, healthcare service delivery, media purchasing, public relations execution, or community engagement implementation unless otherwise authorized in writing by the Client and mutually agreed upon by the parties.

EXHIBIT "B"

PAYMENT SCHEDULE

By signing this Services Agreement, the Client agrees to the following payment schedule:

	Amount Due	Due Date
Payment 1	\$38,000.00	30 days After the Execution of the Agreement
Payment 2	\$6,000.00	Payment is due thirty (30) days following the start of the third Contract Quarter (Q3).
Payment 3	\$6,000.00	Payment is due thirty (30) days following the start of the fourth Contract Quarter (Q3).

Payment 1 Breakdown

Service Area	Scope	Fee
Marketing, Communications, Design Support	Marketing, Communications, and Design Support services as outlined in Exhibit A.	\$25,000.00
Mobile Health Training Support	Operations manual development, mobile vehicle operations training, best practices training, mock event training, and virtual launch support.	\$5,500.00
Policy and Procedure Support	Development of a vehicle incident policy template, IT security compliance guide, regulatory and safety checklist, and risk management policy.	\$7,500.00
Total Payment 1		\$38,000.00

Payment 2 Breakdown

Service Area	Scope	Fee
Mobile Clinic Management Consulting (Q-3)	Vehicle management, scheduled maintenance consultation, vehicle registration and inspection consultation, troubleshooting support, fabricator management consultation, and vendor management consultation.	\$2,500.00
Community Outreach Engagement Consulting (Q-3)	Outreach strategy consultation, evaluation and metrics framework development, monitoring and tracking consultation, engagement fulfillment consultancy, and ongoing outreach support for the Client and its approved community partners.	\$3,500.00

Total Payment 2**\$6,000.00****Payment 3 Breakdown**

Service Area	Scope	Fee
Mobile Clinic Management Consulting (Q-4)	Vehicle management, scheduled maintenance consultation, vehicle registration and inspection consultation, troubleshooting support, fabricator management consultation, and vendor management consultation.	\$2,500.00
Community Outreach Engagement Consulting (Q-4)	Outreach strategy consultation, evaluation and metrics framework development, monitoring and tracking consultation, engagement fulfillment consultancy, and ongoing outreach support for the Client and its approved community partners.	\$3,500.00
Total Payment 3		\$6,000.00

Payment Terms

Payment Terms. For purposes of this Agreement, the "Contract Quarter" shall be defined as successive three-month periods commencing on the Effective Date of this Agreement.

Additional Expenses

In addition to the fees set forth above, Client shall reimburse Montage Marketing for approved out-of-pocket expenses including, but not limited to, travel, lodging, meals, mileage, venue costs, shipping, supplies, stock photography, photography, music licensing, printing, production and other approved project expenses. Such expenses shall be invoiced and billed in accordance with Section 2(b) of this Agreement.

Executive Committee

June 12, 2026

1:00 pm via Zoom

Attendees included Dan Kling, Susanna Batterman, Pat Wellnitz, Diana Lecher, Jessica Davies, and Sara Williamson.

The committee met to conduct the annual evaluation for Jessica Davies and started the meeting at 1:00 pm.

Davies provided the committee an update on work for July 2025 – June 2026 and reviewed goals for the upcoming year, including: establishing reimbursement pathways for RHT, launching and operationalizing the maternal and family mobile unit to ensure effective service delivery and complement the existing healthcare system services, and leading the strategic expansion of PPHD.

Davies left the meeting at 1:19.

The committee also reviewed feedback from the board survey before completing the formal evaluation template, scoring Davies a 5 for each metric.

Motion to approve the completed evaluation made by Batterman and second by Wellnitz. All were in favor.

The evaluation will be provided to the full board at the upcoming meeting.

The meeting adjourned at 1:46 pm.

Q1. What do you think are two of Jessica's biggest strengths?

- Creativity and humor
- Her leadership and her determination. She had to deal with some hard issues shortly after taking on her new role. She did a great job!
- Jessica communicates well with the board. She listens to the concerns of the board.
- leadership and concern for others
- Number one, Jessica's honesty number two Jessica's transparency keeping the board informed
- Resiliency & Relationships
- Her team management of her employees and her professional conduct running our meetings
- Her willingness to persevere! This year challenged her in so many different directions and she kept a positive attitude and moved forward; not looking back. Jessica has an incredible way of communicating with people. People feel heard, and she offers great methodical responses to their questions.
- Kindness understanding dedication

Q2. What do you think is an area of growth for Jessica?

- Experience
- She has been involved with PPHD and has grown with the program.
- Jessica is doing very well considering for her first year she dealt with several difficult issues.
- Jessica's ability to navigate the ever-changing political atmosphere
- She knows ;)
- I think she needs to learn her space of work and when she leaves work! It is a difficult job to step away from but so important.
- She does such a great job it's hard to tell.

Q3. What do you think has been a major accomplishment of Jessica's over the past year?

- Survival
- Keeping up with all changes that are non stop in the health industry.
- Jessica's communication with the board has been great.
- leading PPHD into the future with wisdom
- That's very hard to speak to because Jessica always gives credit to others for the accomplishments of the district
- Communication
- Her unending hours and time spent to stay on top of everything at all levels of our government to keep us going the right direction.
- Jessica has been given so many difficult situations this past year as she began her directorship of PPHD. With every piece of news received she moved forward with tenacity and a willingness to work through them and not give up.
- Learning the ropes of PPHD

Q4. Do you have any extra comments to help in Jessica's annual review?

- Thank you for all your work
- Keep up the great work she is doing!!
- Jessica please keep moving forward with your relationship with the board. Open communication is always good. Thanks for everything you do.
- As a board member, it's been a complete privilege to serve and work with Jessica
- Good job! We appreciate you!
- She's worth every penny we are paying her and deserves a yearly raise.
- Jessica has a tremendous staff that helps rise to great accomplishments; she is a great leader; but, I believe gives credit where credit is due! It is a team but, the director needs to be a team player and that Jessica is. I am anxious to see her with more victories than defeats.
- Not really

LOCAL HEALTH DIRECTOR EVALUATION FORM

General Information:

Review of the position description prior to completing the evaluation form is a key component of the evaluation process. How the Health Director provides for the core public health functions of Assessment, Policy Development, and Assurance is essential. The annual performance evaluation should document the ongoing process of employee performance, assessment, growth, and progress. It should be consistent and supportive of other documents used to describe employee performance and should demonstrate the effectiveness of how the employee performs the primary duties and responsibilities of the position.

Rating Method:

A numeric rating scale and brief explanation follows: This scoring method is suggested when evaluating the individual's performance.

5 – Superior/Outstanding - Employee's performance is outstanding; consistently exceeds expectations; accepts new responsibility without challenge; and exhibits proven sound independent judgment. This is the employee who always shows extra drive and devotes efforts and may often be called upon to train and assist others.

4 – Very Good/ Exceeds Expectations – Employee's performance always meets and routinely exceeds expectations in completing all primary duties and responsibilities of the position. This rating should be used for the employee who takes the initiative and dedication to go above and beyond expected job requirements.

3 – Good/Meets Expectations - Employee routinely completes the primary duties and responsibilities of the position and performance generally meets expectations. A rating of 3 should be used when the employee demonstrates they are a valued and integral member of the team.

2 – Satisfactory/Needs Improvement - Employee generally meets minimum requirements in performing the position however, performance falls somewhat short of what is expected of a trained, experienced employee. Improvement is needed.

1 – Unsatisfactory/Unacceptable - Employee routinely fails to perform primary duties and responsibilities expected of a trained individual with experience, either due to poor job fit or disciplinary issues. Employee may fail to meet established deadlines, achieve minimal goals and/or requirements. (Describe specific examples).

Name of Director	Jessica Davies
Health Department	Panhandle Public Health District
Evaluator	PPHD Executive Committee
Review Period	July 2025-June 2026

5=Superior 4=Very Good 3=Good 2=Satisfactory 1=Unsatisfactory

HEALTH DIRECTOR'S PRIMARY DUTIES AND RESPONSIBILITIES	5	4	3	2	1
Plans, develops, and directs programs to provide for the core public health functions of Assessment, Policy Development, and Assurance.	☒	☐	☐	☐	☐
An updated Workforce Development Plan and Communications Plan were completed this year. We continue regular strategic plan meetings with a cross-section of staff and are making steady progress across all four priority areas, including ongoing prioritization efforts. The Community Health Assessment is underway, with the partner kick-off meeting, community conversations, and survey distribution and analysis all completed, supporting the prioritization of key community needs.					
Possesses necessary knowledge of the agency's history and purpose to develop and successfully accomplish the Department's programs.	☒	☐	☐	☐	☐
Serving at PPHD for over 22 years has afforded me many opportunities to bring the historical knowledge and context of our programs, services, and partnerships. Additionally, a strong overall retention of staff throughout the organization maintains a strong culture and environment.					
Oversees the Department and administers policies and procedures, including but not limited to the following areas; management, finance, personnel and public relations.	☒	☐	☐	☐	☐
Our Senior Leadership team, comprised of Sara Williamson, Tabi Prochazka, and recently promoted, Dez Brandt, continue to meet on a biweekly basis to ensure responsiveness as we are in an exponential growth and change in our overall budget with HUD and Rural Health Transformation opportunities. We maintain a high level of professionalism with policies and procedures among the entire leadership team.					
Displays strong communication and cultural competency skills, including verbal and written, in both formal and informal situations.	☒	☐	☐	☐	☐
Communication remains a strong and consistent component of my leadership. I prioritize transparency and proactive communication, particularly during periods of organizational change, where maintaining trust internally and externally is critical. Additionally, media engagement at the local and state levels has provided meaningful opportunities to further strengthen my communication and risk communication skills.					

Assures financial support of the agency's programs through funding efforts, including but not limited to grants.

☒ ☐ ☐ ☐ ☐

We have significantly strengthened and diversified our funding position this year. Notably, we secured a \$2.5 million HUD Lead Reduction Grant, supported by a 100% match including \$240,000 from the Sherwood Foundation, and are advancing approximately \$4 million in Rural Health Transformation initiatives. The transition to de minimis has helped stabilize funding for core operations and capacity. Multiple other awards have remained stable, with two sustaining minor cuts, while the home visitation contract is increasing. We also received a \$112,000 Sherwood Foundation grant to further stabilize our immunization program. We remain proactive in positioning PPHD for funding opportunities through strong partnerships and coordinated efforts.

Understands and completes assignments in a timely manner and identifies new areas of concern.

☒ ☐ ☐ ☐ ☐

I maintain regular 1:1s with each of the staff I directly oversee and work to address areas of concern as soon as they arise. Same with our weekly leadership check-ins and monthly longer leadership team meetings. Our organization has remained expedient and responsive to any areas of concern.

Represents expertise in a variety of leadership areas needed by the agency.

☒ ☐ ☐ ☐ ☐

I maintain board-level involvement with the Panhandle Partnership, where I serve as Treasurer and chair the Finance Committee. I will be serving on the RHT Health Care Advisory Region for the Western Area as the Health District rep. I serve on NALHD's Finance Committee and also continue to serve in the locally elected position on the Mobius/Hemingford Telephone Company Board; while separate from my director role, this work supports critical broadband access across our rural communities and affords me the opportunity to connect with state and federal policymakers.

Overall Rating: Primary Duties and Responsibilities 35/35

Board Member Comments:

Jessica is passionate for her work and role leading PPHD. Preserving work-life balance will be essential for long term success.

5=Superior 4=Very Good 3=Good 2=Satisfactory 1=Unsatisfactory

ASSESSMENT (CORE FUNCTION)	5	4	3	2	1
Assesses the health status of the community and identifies public health needs, problems and concerns.	☒	☐	☐	☐	☐
The current cycle of our Community Health Assessment is underway this year. We have completed the partner kick-off meeting, community conversations, and survey distribution and analysis. We are continuing to refine our approach to gathering input from key community representatives to support meaningful prioritization.					
Monitors the occurrence of health hazards and investigates the effect and impact on the community.	☒	☐	☐	☐	☐
We continue to strengthen data tracking and analysis through our Community Health Assessment and Maternal Child Health initiatives, providing more current and actionable data to inform decision-making.					
Analyzes the identified risks and other factors that contribute to specific health problems and informs and educates the public on methods of prevention and care.	☒	☐	☐	☐	☐
We continue to monitor a number of risk factors and health issues and provide public education working to mitigate risk. We maintain a regular cycle of news releases in addition to being extremely responsive to interviews, presentations, and our annual report that goes to every household in the area.					
Recognizes public health problems or concerns, develops relative facts, formulates alternate solutions and makes appropriate recommendations.	☒	☐	☐	☐	☐
We stay at the forefront and cutting edge of recognizing health problems or concerns and the impact on the communities we serve. We've continued developing internal capacity for data monitoring and sharing of data that the community can understand and engage with for the impact of particular populations.					

Overall Rating: Primary Duties and Responsibilities 20/20

Board Member's comments:

Jessica knows that her team is doing a lot of work around this and gives credit where due. She monitors the work and stays aware of health conditions. PPHD's ongoing support for mental well-being of our communities and the collaboration with partner agencies will stay at the forefront, especially with the ag community affected by recent wildfires.

5=Superior 4=Very Good 3=Good 2=Satisfactory 1=Unsatisfactory

POLICY DEVELOPMENT (CORE FUNCTION)	5	4	3	2	1
---	----------	----------	----------	----------	----------

Monitors public health laws, regulations, and policies to protect the people, the environment, and assure safety.	☒	☐	☐	☐	☐
--	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

NALHD implemented a structured process this session for monitoring legislation and coordinating senator and community education. I actively participated in weekly NALHD legislative meetings, testified before the HHS Committee in January, and regularly shared updates with the Board on potential impacts.

I worked directly with Senator Hardin to introduce LB 912, the Community Health Worker Training Endorsement Act, and testified in support of the bill during the January hearing. The legislation was advanced as an HHS Committee priority bill and ultimately passed. Dez also worked with Senator Storer to introduce legislation related to referrals for home visitation; she testified in January, and that bill was successfully passed as well.

We are also actively engaged in the transition of authority for pools, mobile home parks, and recreational camps from the state to local entities, ensuring readiness and alignment at the regional level.

Plans and develops policies and strategies to address priority health needs by working with community constituents and groups.	☒	☐	☐	☐	☐
---	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

We remain proactive in monitoring policy changes and emerging strategies, while working to communicate effectively with the groups they impact. A recent example includes the pool inspection transition, where we convened local city and county partners to discuss impacts, assess interest, and determine our role in potentially initiating a public health resolution to assume these responsibilities. We continue to stay highly engaged through advisory committees, coalitions, and community groups, recognizing these as critical strategies for advancing population health alongside the communities most affected.

Identifies internal and external issues that may impact delivery of essential public health services.	☒	☐	☐	☐	☐
--	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

This is completed through the Mobilizing for Action through Planning and Partnerships process that we remain organized with through the Rural Nebraska Healthcare Network and quarterly workgroup meetings. We will have a heavy assessment phase with the Maternal and Family Health Mobile Unit to look community by community at services and how the mobile unit can complement existing and provide support for gap areas.

Assures compliance with federal, state, and local laws and regulations; generates appropriate reports and oversees accurate records; and monitors contractual agreements as required.

☒ ☐ ☐ ☐ ☐

We remain diligent in maintaining compliance with all audit and contractual requirements, including ensuring adherence through our transition to de minimis. Sara remains key to this work, she is a strong asset in ensuring accuracy and accountability. She has remained highly engaged in webinars and stakeholder meetings, helping to ensure we stay informed, responsive, and fully compliant as we navigate these changes.

Advocates for public health support and builds constituencies to identify resources and mobilize community partnerships

☒ ☐ ☐ ☐ ☐

Partnerships and relationships are at the core of our public health work. A guiding principle of my leadership is “nothing about us without us.” Meaning, we are in lockstep with communities as we implement public health strategy together and mobilizing partnerships and resources.

Facilitates a community process to prioritize health needs by importance, magnitude, seriousness of consequences, economic impact, and the community’s ability to prevent or control the problem.

☒ ☐ ☐ ☐ ☐

New and updated priorities have been prioritized in this CHA cycle to include: Intersection of substance misuse, mental health, ACES, & SDOH; Improve access to childcare that is accessible & quality; Decent, safe & affordable housing; Supporting aging through connection & care; Nutrition awareness, education, & support for chronic disease prevention

Overall Rating: Policy Development 30/30

Board Member’s comments:

Jessica has stepped forward to educate and work with senators and key policymakers and illustrates a great deal of confidence without conceit in her ability to do so.

5=Superior 4=Very Good 3=Good 2=Satisfactory 1=Unsatisfactory

ASSURANCE (CORE FUNCTION)	5	4	3	2	1
Conducts research for new insights and innovative solutions to health problems, informs and educates the public and the community-at-large.	☒	☐	☐	☐	☐
We actively participate in research initiatives at the regional, state, and national levels. In addition to prior research contributions, we have established a new partnership with the UNMC to study the prevalence of West Nile Virus among agricultural populations in two Panhandle locations. We remain committed to monitoring emerging research and ensuring our programs reflect the latest evidence-based public health practices and recommendations.					
Implements programs and services otherwise not available, including targeting outreach and cultural barriers.	☒	☐	☐	☐	☐
We actively implement programs and services with targeted outreach, intentionally addressing cultural and geographic barriers to access. Examples include: • Strengthening our Community Health Worker infrastructure to expand outreach across the wide geographic areas we serve. • Recruiting Healthy Families Home Visitation Specialists who reflect the populations they serve, while also expanding supervisory capacity to support staff growth and effectiveness. • Providing consistent dissemination of mental and behavioral health resources to communities impacted by recent wildfires. • Prioritizing support for key populations, including farmers, ranchers, and agricultural workers, by connecting them with relevant resources and services.					
Assures the Department has a competent public health workforce and evaluates the effectiveness, accessibility, and quality of the public health services.	☒	☐	☐	☐	☐
Our Workforce Development Plan was updated and approved this year. We have multiple staff continually working to increase their professional development through completion of the UNMC MPH program: 2 are currently taking courses.					

Overall Rating: Assurance 15/15

Board Member's comments:

Jessica has done a great deal of network-building and partnership development across sectors to understand and break down barriers for the communities we serve. She is sought out for her expertise from other agencies and partners in public health across the state.

5=Superior 4=Very Good 3=Good 2=Satisfactory 1=Unsatisfactory

PROGRAM DEVELOPMENT	5	4	3	2	1
Develops programs with a focus on the diversity of the population, keeping public health at the forefront. This is a continuously embedded outreach and response to ensure we are working to impact all the populations we serve. We have all communications translated into Spanish and continuously monitor community demographics for important programmatic development considerations.	☒	☐	☐	☐	☐
Initiates and participates in community-based projects and activities focusing on key public health issues. We maintain and are continually increasing ongoing partnerships in community-based projects that are relevant to each community we serve.	☒	☐	☐	☐	☐
Works to develop programs in the community that fit community priorities. The Community Health Needs Assessment identifies community priorities for programs that fit. We have a staff member assigned to each hospital to develop and implement their hospital-specific Community Health Improvement Plan. This keeps us abreast of the community context and weaving strategies in that we know opportunities are on the horizon.	☒	☐	☐	☐	☐
Develops mechanisms to monitor and evaluate programs for their effectiveness and quality. We have embedded performance management and quality improvement into our quarterly processes. This is further demonstrated through our recognition at the national level, with two initiatives selected to receive NACCHO Model Practice Awards. Our staff regularly share their expertise at the Nebraska Public Health Conference and national conferences. I also presented in a NACCHO on-demand session alongside UNMC partners on our Community Health Assessment process and implementation, as well as in a national cancer prevention webinar.	☒	☐	☐	☐	☐

Overall Rating: Program Development 20/20

Board Member's comments:

Program development is a team effort. There are ongoing challenges in the financial and legal landscape that impact our work and Jessica has handled those issues in a professional manner. Jessica shows her compassion and concern for those served. She has a leadership style that lends well to working with both internal staff and external partners to address health concerns.

5=Superior 4=Very Good 3=Good 2=Satisfactory 1=Unsatisfactory

FISCAL MANAGEMENT	5	4	3	2	1
Involves administrative team in the budget formulation process to best identify resources required to support the community's health needs.	☒	☐	☐	☐	☐
Our Senior Leadership Team coordinates the overall budget work under the important leadership of Sara Williamson. We will now be working with HBE for our budget compilation and budget hearing.					
Reviews reports to assure a balanced budget is maintained and effectively presents budget reports to the Board, others, as needed.	☒	☐	☐	☐	☐
Each program manager meets monthly with Sara and I to ensure we stay in line with budgets and ongoing needs as they arise. The Board Finance committee reviews the finances in detail with Sara and I with overall review by the board at regular meetings.					
Remains cognizant of Auditor's annual findings and observations and recommends appropriate adjustments.	☒	☐	☐	☐	☐
We remain astute and responsive to any audit findings or recommendations with the independent audit conducted annually. Desk audits are conducted on a number of funding sources throughout the year at the request of the funding entity and we have not had any findings.					
Identifies community assets and available resources and collaborates with grant writer and staff to pursue grant opportunities.	☒	☐	☐	☐	☐
We have experienced significant growth through private, state, and federal grant funding. At the same time, we continue to strengthen partnerships with communities and local organizations to maximize opportunities across the region. For example, through Rural Health Transformation work and by serving as a fiscal agent for local food pantries, we are able to help smaller organizations access grant funding they may not otherwise have the capacity to manage. This approach ensures those organizations can still benefit from funding opportunities, while also supporting broader community outcomes, including benefits for local producers, schools, and residents.					

Overall Rating: Fiscal Management 20/20

Board Member's comments:

Jessica and her team are managing fiscal challenges and opportunities well. There are new avenues for funding that she and the team look into to help maintain and grow programs.

5=Superior 4=Very Good 3=Good 2=Satisfactory 1=Unsatisfactory

RELATIONSHIP WITH BOARD AND STAFF	5	4	3	2	1
Keeps board informed of organization activities, progress, and concerns. I'm very proud of the fact that we have a full board, including the dentist position filled, and board members that have previously served terms and are willing to return! We transitioned Board Physician's to Dr. Sondra Holloway and she's been fantastic. All board members have received a timely orientation. All staff have a role in the development of the board report that is compiled and shared with all board members to keep them abreast. We regularly offer a staff member to present on their important work at the Board of Health meetings.	☒	☐	☐	☐	☐
Provides sound recommendations and facilitates the decision-making process for the board. We do our best to gather as much data, facts, and information prior to board meetings to be ready for a variety of important perspectives and input from the board of health.	☒	☐	☐	☐	☐
Maintains open communication and is receptive to board member's ideas and suggestions. I've made it a priority to keep the Board well-informed of key developments by sharing important updates both via email and during Board meetings. This includes major decisions, legislative impacts, and external factors affecting our operations, such as, the pool inspection transfer areas of interest and passion, we are also able to align those priorities by leveraging funding, partnerships, and strategic opportunities to help bring of authority and progress on the Maternal & Family Mobile Unit. As Board members share those ideas to fruition.	☒	☐	☐	☐	☐
Supervises and directs work of staff and defines duties and responsibilities. I oversee our administrative staff (finance, HR), including Dez Brandt in her MCH leadership role, while Tabi oversees our programmatic staff. This structure helps ensure a balanced approach to staff supervision and operational oversight across the organization. We also updated our employee handbook to strengthen and clarify staff policies and procedures, ensuring consistency and alignment across the organization.	☒	☐	☐	☐	☐
Encourages staff development and maintains open communication. This is central to my leadership. We meet virtually every Monday morning and quarterly in-person with all staff. Leadership meets weekly for 1 hour and monthly for roughly 4 hours. I have monthly 1:1s with the staff I directly oversee and biweekly with Senior Leadership. Internal teams meet on a regular basis and people are able to quickly connect through Zoom or Teams with any questions or support they need.	☒	☐	☐	☐	☐

Orientation Evaluation
 Jessica Davies
 June 12, 2026

Implements and develops standard assessment of employee's performance.

☒ ☐ ☐ ☐ ☐

We conduct annual performance appraisals for every staff member, with an additional three-month evaluation for all new hires. This year, we updated and refined the annual appraisal process by introducing more streamlined forms, and aligning the process more intentionally with our career growth framework and accountability expectations.

Delegates effectively and plans well in advance for a successful and cohesive operation.

☒ ☐ ☐ ☐ ☐

We are a strengths-based environment and work to delegate and grow staff as important tasks and functions arise through planning and communicating effectively. This process was formalized through the Career Growth Framework. We conduct an annual staff satisfaction survey, benchmark results over time, and provide a summary to all staff during the December all-staff meeting.

Overall Rating: Relationship with Board and Staff 35/35

Board Member's comments:

Jessica has the ability to make the person she is talking to feel like the most important person in the room.

5=Superior 4=Very Good 3=Good 2=Satisfactory 1=Unsatisfactory

COMMUNITY AND PUBLIC RELATIONS

	5	4	3	2	1
Develops working relationship with local, state and federal agencies, and community organizations to effect change.	☒	☐	☐	☐	☐

Relationships are key to our public health work. We maintain coordination and involvement in innumerable local, regional, and statewide coalitions, workgroups, and community groups working to effect change. I have worked diligently cultivating relationships and communication streams with our state senators and federal representatives.

Keeps appropriate people informed on progress or issues of concern.	☒	☐	☐	☐	☐
--	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

We work hard to ensure people are kept informed of issues or concerns. We do this internally through our organized structures. Externally, information is disseminated through committees, workgroups, and coalitions. We regularly issue news releases, electronic newsletters, and the annual report.

Ability to work with a variety of groups and organizations in the Community; including County Commissioners, City Council, Trustees, and others.	☒	☐	☐	☐	☐
---	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

We work with nearly every sector across the communities we serve. Our Board of Health represents County Commissioners, and we collaborate closely with counties and cities through Active Living initiatives, radon mitigation, West Nile Virus prevention, PurpleAir monitoring, and other Environmental Health efforts. The recent pool inspection transfer of authority has also created new opportunities to strengthen partnerships with cities and counties, expanding our alignment and coordination at the local level.

Participates in organizational related activities, including after hour events, and others, for the benefit of the organization.	☒	☐	☐	☐	☐
---	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

We are continually assessing community events and what public health initiatives are key to disseminating and in which communities. We work hard to ensure equitable representation geographically at communities and distribution among staff as well.

Utilizes leadership, team building, negotiation, and conflict resolution skills, to build community partnerships with all constituents within the community.	☒	☐	☐	☐	☐
---	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------

I cannot say enough how grateful I am to work in the Panhandle, our region is grounded in a strong culture of collaboration and trusted relationships across sectors. To support and sustain those partnerships, we intentionally analyze each grant, funding opportunity, and public health strategy for its impact on our partners and our broader collaborative network across the Panhandle. As situations arise, we work to respond quickly and thoughtfully to address

concerns and maintain those relationships. Staff are continually reminded that no opportunity outweighs the importance of preserving the trust and partnerships we have built.

Promotes and represents the organization in a positive and professional manner. ☒ ☐ ☐ ☐ ☐

We have updated our organizational values through a collaborative, all-staff process. These values: transparency, collaborative relationships, integrity, wellbeing, community, and innovation, are reflected in our employee handbook and prominently displayed at the entrance of both offices. These values serve as a guiding foundation for our work and leadership approach. I am committed to upholding them by maintaining high levels of professionalism, humility, and servant leadership in all aspects of my role.

Overall Rating: Community and Public Relations 30/30

Board Member's comments:

Jessica manages all situations very professionally.

Progress update on goals for performance period:

Goal 1: Remain nimble and innovative with our current funds and opportunities to leverage additional funds. a. Deminimis adoption b. We have leveraged over \$6 million dollars between HUD and Rural Health Transformation opportunities. Our budget will be increasing by 80% in this coming fiscal year. c. We have leveraged over \$350,000 in private funding dollars to support a required HUD match and immunization support to continue to stabilize our program
Goal 2: Implement the career ladder process. a. This is complete and we are incredibly proud of our Career Growth Framework designed with data from an all staff survey, leadership focus group, UNMC APEX students, and facilitated planning led by Kelsy Sasse b. We have updated our annual performance evaluation process and survey schedule to reflect the growth framework. c. We developed clear supervisor expectations to accompany this framework, outlining what should, and should not, be observed at each level. This has strengthened both accountability and alignment across the organization.
Goal 3: Grow the Maternal Child Health programmatic focus. a. This area has grown exponentially with the prenatal program, self-monitored blood pressure program, car seat program, increased funding from DHHS to grow the Healthy Families program, and Rural Health Transformation Maternal Mobile Unit. b. Dez Brandt has been promoted to Deputy Director of Maternal & Family Health Services c. Conducted a regional MCH assessment with data review and in alignment with UNMC's IDPR (Design, Practice, Reflect) process
Goal 4: Champion immunizations as a critical public health strategy. a. Diversified and strengthened funding support to ensure sustainability and expansion of immunization efforts across the district. b. Maintained and supported the Panhandle Immunization Coalition as a key regional partner to coordinate strategy, share resources, and promote consistent messaging. c. Sustained strong, proactive communication around immunizations, including education on recommended schedules and potential changes, while prioritizing outreach and targeted strategies in communities with lower vaccination rates.

Goals for upcoming performance period:

Goal 1: Establish sustainable reimbursement pathways for Rural Health Transformation

- a. Develop and advance billing sustainability strategies by contributing to statewide policy discussions and building internal capacity for billing across programs, including CHWs and Maternal & Family Mobile Unit services, to support long-term financial viability and reimbursement pathways.
- b. Ensure area partners and organizations fully benefit from RHT opportunities by strengthening coordination, communication, and technical support to maximize participation, resource utilization, and shared impact across the region.

Goal 2: Launch and operationalize the Maternal & Family Mobile Unit to ensure effective service delivery and complement the existing healthcare system services

- a. Establish a technical workgroup and maintain regular communication to keep the Health Care Advisory Regional Group and key partners informed of progress and key developments.
- b. Conduct a comprehensive assessment of services across communities on a community-by-community basis.

Goal 3: Lead the strategic expansion of PPHD.

- a. Support organizational growth by strategically investing in staffing, funding, and program capacity to meet expanding regional public health needs.
- b. Maintain operational efficiency and high-quality service delivery through ongoing financial oversight, streamlined processes, and effective program management.
- c. Enhance infrastructure to support expansion, including facility space, technology, and financial systems, ensuring long-term sustainability and scalability.
- d. Maintain support for both PPHD and Healthy Families reaccreditation processes.

Overall Performance Rating: 205/205

Board Member's Overall Performance Comments: We deeply appreciate Jessica and her team. She demonstrates great teamwork, gratitude, and optimism. She is a servant leader for PPHD.

Board Signature

Director Signature

Title and Date

Title and Date

Orientation Evaluation
Jessica Davies
June 12, 2026