

NOTICE OF COMMITTEE MEETING

COMMITTEE: BOARD OF HEALTH
PLACE: ONEIDA COUNTY HEALTH DEPT – SECOND FLOOR
100 W KEENAN ST; RHINELANDER, WI
CALL-IN OPTION – 1-312-626-6799
Meeting ID: 832 3474 1189 Password: 361987

**** If you are having difficulties with zoom please call the Oneida County Health Department at 715-369-6111. Zoom is being offered as a convenience for this meeting. If zoom functionality drops, the meeting will continue in-person at the location listed above.**

DATE: TUESDAY, April 8, 2025 **TIME:** 9:00 AM

It is possible that a quorum of county board members will be at this meeting to gather information about a subject over which they have decision-making responsibility. This constitutes a meeting of the County Board pursuant to State ex rel Badke v. Greendale Village Board, Wis 2d 553, 494 n.w.2d 408 (1993), and must be noticed as such, although the County Board will not take any formal actions at this meeting. It is also possible that there may be quorums of other County Board Committees present, although those committees will not take any formal action at this meeting.

ALL AGENDA ITEMS ASSUMED TO BE DISCUSSION/DECISION ITEMS

AGENDA:

1. Call to order and Chairperson's announcements.
2. Approve agenda for today's meeting (order of agenda items at Chairperson's discretion).
3. Approve minutes from [March 11, 2025](#), Board of Health Committee Meeting
4. Public comment/communication
5. Staff Reports
 - [Melissa Bryner & Breanne Voss: Car Seats](#)
 - [Breanne Vos: Women, Infants and Children \(WIC\)](#)
6. Monthly / Quarterly Reports
 - [Environmental Health](#)
 - Respiratory Illness
 - Measles Update
7. [ANDA Contract](#)
8. Reaccreditation Update
9. 2025 Budget Update
10. PFAS
11. Vouchers, purchase orders, line item transfers and other fiscal matters
12. Date and agenda items for next meeting
13. Public comment/communication
14. Adjournment

NOTICE OF POSTING

TIME: 11:00 AM DATE: 4/4/2025 PLACE: Courthouse Bulletin Board

Debbie Condado, Chair

Notice posted by Joneil Tess, Committee Secretary. Additional information on a specific agenda item may be obtained by contacting the person who posted this notice at 715-369-6106.

<u>NEWS MEDIA NOTIFIED BY EMAIL</u>	<u>DATE: 4/3/2025</u>	<u>TIME: 4:00 PM</u>
Northwoods River News	Lakeland Times	Star Journal
Tomahawk Leader	WHDG Radio Station	News WJFW Channel 12
WXPR Radio Station	WPEG.net Television Network	

GENERAL REQUIREMENTS:

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

NOTICE REQUIREMENTS:

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

MANNER OF NOTICE:

Date, time, place and subject matter, including subject matter to be considered in a closed session, must be provided in a manner and form reasonably likely to apprise members of the public and news media.

TIME FOR NOTICE:

1. Normally, a minimum of 24 hours prior to the commencement of the meeting.
2. No less than 2 hours prior to the meeting if the presiding officer establishes there is good cause that such notice is impossible or impractical.
3. Separate notice for each meeting of the governmental body must be given.

EXEMPTIONS FOR COMMITTEES & SUBUNITS

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

PROCEDURE FOR GOING INTO CLOSED SESSION:

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

SYNOPSIS OF STATUTORY EXEMPTIONS UNDER WHICH CLOSED SESSIONS ARE PERMITTED:

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

PLEASE REFER TO CURRENT STATUTE SECTION 19.85 FOR FULL TEXT**CLOSED SESSION RESTRICTIONS:**

1. Must convene in open session before going into closed session.
2. May not convene in open session, then convene in closed session and thereafter reconvene in open session within twelve hours unless proper notice of this sequence was given at the same time and in the same manner as the original open meeting.
3. Final approval or ratification of a collective bargaining agreement may not be given in closed session.
4. No business may be taken up at any closed session except that which relates to matters contained in the chief presiding officer's announcement of the closed session.
5. In order for a meeting to be closed under Section 19.85(1)(f) at least one committee member would have to have actual knowledge of information which he or she reasonably believes would be likely to have a substantial adverse effect upon the reputation involved and there must be a probability that such information would be divulged. Thereafter, only that portion of the meeting where such information would be discussed can be closed. The balance of that agenda item must be held in open session.

BALLOTS, VOTES AND RECORDS:

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

USE OF RECORDING EQUIPMENT:

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

LEGAL INTERPRETATION:

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

PENALTY:

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

Prepared by Oneida County Corporation
Counsel Office - 5/16/96

**BOARD OF HEALTH COMMITTEE
MEETING MINUTES
March 11, 2025**

COMMITTEE MEMBERS PRESENT: Chair Debbie Condado, Vice Chair Dan Hess, Billy Fried, William Crump, Marcy Davies

COMMITTEE MEMBERS EXCUSED: Lenore Lopez, Khristyne Lindgren

STAFF PRESENT: Linda Conlon, Rebecca Wold, Robbie Deede, Kyla Waksmonski, Bonnie Fralick and Joneil Tess

OTHERS PRESENT: Dorothy Skye

Call to order: Chair Condado called the meeting to order at 9:01am on the second floor of the Health & ADRC Building, 100 W. Keenan Street, Rhineland, WI. The meeting was posted in accordance with the Wisconsin Open Meeting Law and the facility is handicap accessible.

Approval of agenda: Motion by Fried/Hess to approve today's agenda with the order of items at the Chair's discretion to move around. All ayes; motion carried.

Minutes of February 11, 2025: Motion by Hess/Fried to approve the February 11, 2025, Board of Health Committee minutes. All ayes; motion carried.

Public Comment/Communications: None

Bonnie Fralick – 5 year service award: Conlon presented Bonnie Fralick with a 5-year award, recognizing her dedication. Fralick started as an intern with the team and was later hired for an open public health nurse position. Fralick has worked in the Reproductive Health program for 4 years, but originally began in public health. Conlon thanked her for her five years of commitment to the health department, and Fralick expressed how much she enjoys being part of the team.

Monthly / Quarterly Reports:

Respiratory Illness:

Deede shared that influenza cases are still being seen in hospitals but are decreasing as the flu season peaks. One school had to close due to Influenza A, and OCHD worked with schools to provide daily updates. Schools decide to close with help from the health department, often on Fridays or Mondays. Influenza A has been particularly severe this year.

Conlon noted that schools now have several triggers for closing, with post-COVID changes where parents are more likely to keep sick kids home. Illness often spreads 24-48 hours before symptoms appear. Over half of the schools actively track illness,

providing weekly snapshots to inform decisions. A 30% illness rate triggers actions like closures, and this collaboration with schools has helped educate families.

Conlon also mentioned that OCHD's relationship with schools improved after weekly meetings during the COVID-19 pandemic, making schools more open to seeking guidance. When asked about the flu vaccine, Conlon explained that the vaccine isn't always a perfect match each year, as it changes to provide different types of protection.

Staff Report – Kyla Waksmonski:

Quality Improvement & Performance Management:

Waksmonski introduced herself and shared a handout on Quality Improvement (QI) and Performance Measures (PM) at OCHD. Waksmonski explained that OCHD uses QI and PM to track internal data and make necessary changes. Last year, OCHD focused on strengthening these programs by teaching staff and identifying metrics to track, with 11 programs using performance measures.

OCHD tracks three main questions: "How much did we do?", "How well did we do it?", and "Is anyone better off?" These metrics help focus on the most important areas. OCHD sets ambitious goals, aiming for one-third of measures to meet the goal, one-third to be close, and one-third to not meet the goal. This year, 37.5% of goals were met, and OCHD is continuing to expand its tracking and training.

PM is crucial to QI, helping to identify and improve underperforming programs. In 2024, OCHD completed eight QI projects, six of which focused on programs, improving client health, satisfaction, and saving money. A key success was streamlining the respiratory illness season, reducing billing time to three days.

OCHD also held QI training in July 2024, which boosted staff understanding and skills. The projects led to five policy changes, resulting in improved training, faster billing, and better communication. Overall, OCHD logged over 250 hours on QI, making significant progress in program and administrative improvements.

Annual Report: Conlon shared that the staff gave reports on their sections. Conlon reviewed the BOH (Board of Health) section of the annual report which covered the work the BOH did in 2024. Conlon mentioned as board members, they have accomplished a lot in 2024. Conlon also reviewed the Public Health (PH) staff page. Conlon mentioned the annual report was based on 8 key areas, and the goal is to ensure there are programs in place for each of those areas.

Motion made by Hess/Fried to approve the annual report as presented. All ayes; motion carried.

Reaccreditation Update: Conlon mentioned that Holewinski signed a letter of support for reaccreditation. Conlon said the necessary documents were submitted to begin the long process of getting things started. The process is ongoing, and they hope to have their staff visit before respiratory illness season begins. Conlon mentioned there may also be a need for PHAB to speak with Board of Health members during this process.

OMB Un-pause on Federal Grants: Conlon mentioned that there is not much to update at this time and they are continuing to wait for more information. Conlon mentioned WIC has received information that their funding will continue.

PFAS: Conlon mentioned that a preliminary hearing was held on March 6 to discuss adopting PFAS standards. PFAS, a group of chemicals, is increasing, and six newer PFAS compounds were included in the discussion. Conlon said there is no update on human testing, as it is uncertain whether it is still happening.

Vouchers, purchase orders, line item transfers and other fiscal matters: Conlon reviewed the 2024 budget, 2025 budget and the invoices paid report. Conlon stated we are very close to finalizing 2024. Conlon had no concerns on the revenue coming in and overall budget. Condado notes presentation of the budget report and invoices paid report.

Date and Agenda items for next meeting: Tuesday, April 8, 2025 at 9am;

Public comment/communications: Skye spoke via zoom regarding PFAS.

Committee Chair or Designee

Janeil Tess

Committee Secretary

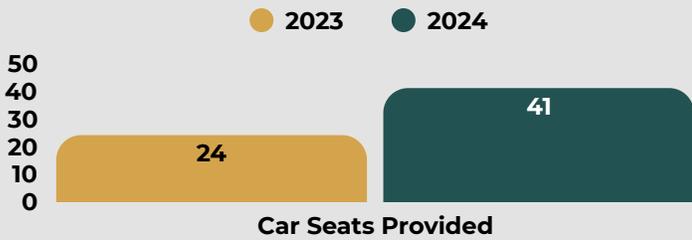
Car Seats



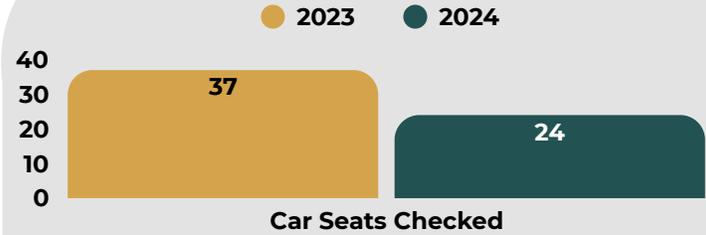
What is the Car Seat Program?

The Oneida County Health Department receives grant funding from the Department of Transportation to provide car seats at no cost to eligible families. Certified Child Passenger Safety Technicians also offer car seat inspections, safety education, and installation demonstrations at no cost.

Car Seats Provided by Certified Car Seat Technicians at OCHD



Car Seat Checks Completed by Certified Car Seat Technicians at OCHD



Why is the Car Seat Program Important?

Proper car seat installation is key to child safety. OCHD offers car seat inspections and education with certified technicians to ensure correct installation and enhance community safety.

Looking Forward to 2025

- **Child Passenger Safety Week:** September 21st - 27th
- Collaborating with community organizations to hold car seat events
- Recertification for our two car seat technicians
- Additional OCHD staff member become a Certified Child Passenger Safety Technician
- Holding a Child Passenger Safety Technician Course in Oneida County

Community Collaboration!



In partnership with Aspirus, the Rhinelander Fire Department, and the YMCA, the Oneida County Health Department hosted a Community Car Seat Event. Five certified technicians were on-site, providing two car seats to eligible families and performing four car seat checks.



Women, Infants & Children (WIC)

What is WIC?

WIC SINCE 1974



WIC is a program that helps families get healthy food, nutrition advice, & support for breastfeeding. It gives extra help to pregnant women, new moms, & young children so they can grow up healthy & strong.



ALL CAREGIVERS ARE WELCOME.

PREGNANT WOMEN + MOMS



GRANDPARENTS



DADS



FOSTER PARENTS



wic WOMEN, INFANTS, & CHILDREN

Looking forward to 2025

Ways WIC Can Help You Make the Most of Your Fruits & Vegetables



Meal Planning



Budgeting



Shopping



Increasing the amount of WIC approved vendors at local farmers markets



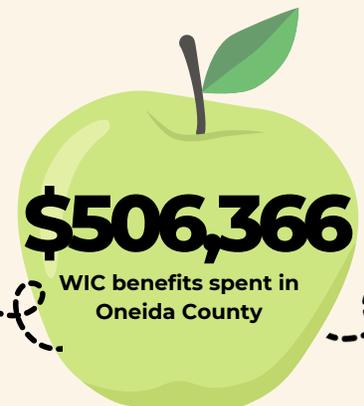
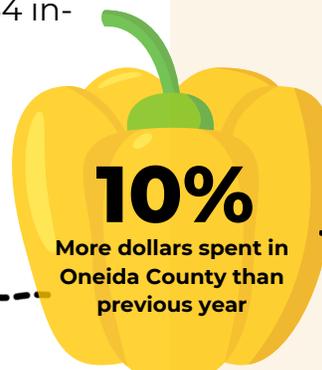
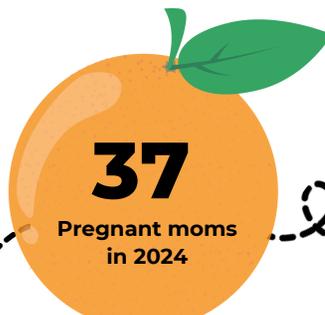
Satellite Minocqua WIC Clinic beginning April 8, 2025 & held monthly the second Tuesday of the month



Partnering with local organizations & attending community events.

2024 Program Highlights

- **Hired** a new Breastfeeding Peer Counselor
- **Found a new location** for a Minocqua satellite clinic
- **132 referrals** made to connect participants with community resources
- **Increased in-person appointments** from exclusively virtual (no in person appointments) in 2023 to 164 in-person in 2024)



Agenda

Farmers Market Nutrition Program (FMNP) Fit Families

WISCONSIN WIC FARMERS MARKET NUTRITION PROGRAM (WIC FMNP)



What is the Fit Families?

WIC offers the **Fit Families** program to families with kids ages 2 to 4. For one year, WIC nutritionists help families live healthier by providing support & resources. After completing the program, kids eat more fruits & vegetables, drink less juice, are more active, & watch less TV.



Why is Fit Families Important?

Helps families make goals that improve healthy food & beverage consumption, daily physical activity, & create healthy supportive environments.

What is the Farmer's Market Nutrition Program (FMNP)?

The **Farmers Market Nutrition Program** gives WIC participants **\$40** in Farmers Market checks during the summer months to use at local markets to increase access to fresh, locally grown fruits & vegetables.



Move More... Watch Less

Play or be active for at least 60 minutes every day. Keep screen time to 2 hours or less daily.



Make Every Bite Count... More Fruits & Vegetables

Eat more fruits and vegetables every day.

Why is FMNP Important?

WIC FMNP gives WIC participants the opportunity to buy fresh fruits, vegetables, & herbs from local farmers. This program helps people access healthy, locally grown foods.

2024

224

+

\$40

=

\$2,744

Participants Received Checks

Check Amounts

Spent at Oneida County Farmer's Markets

Make Every Sip Count... More Healthy Beverages

Drink more water and cut down on sweet beverages.



Agenda



Inspecting Tourist Rooming Houses



Bedding and Laundry Requirements

- All beds must have a machine washable mattress pad.
- Comforters, blankets, or quilts not washed between guests require a 12-inch foldback.
- Clean and dirty laundry must be stored separately.
- Bunk beds need guardrails at least 5 inches above the mattress.
- Guardrails must be at both ends of the bunk bed, and at least 5-inches above the mattress.

Fire and Safety Requirements

- Carbon monoxide detectors are required on each level if fuel burning appliances, gas heating, and/or attached garage are used.
- Smoke detectors are recommended in each bedroom, outside each sleeping area, and on every floor.
- The minimum requirement in lodging code ATCP 72 is one per home/cottage.
- A Type ABC fire extinguisher is recommended.



Sanitation & Safety Requirements

- Each toilet room will have soap and towels.
- Bathtubs/showers require a slip-resistant surface or a provided bath mat.
- Septic Tank lids must be secured/locked at all times.
- Outdoor garbage/recyclables must be in leak-proof containers with tight fitting covers.



Handrails and Guardrails

- Stairways with more than 3 risers shall have a handrail on at least 1 side.
- All stairway handrails must be stable and securely attached.
- Guardrails on surfaces more than 24 inches above ground surface, both indoors and outdoors, need to be at least 36 inches high and made to prevent a sphere of 6 inches or larger from passing through.
- Stairs leading to the lake should be in good condition.
- A “NO DIVING” sign is recommended for homes/cottages on lakes.

Food Safety

- Only single use food items are allowed.
- Ice is considered a food item and needs to be discarded between guests.
- A bacteria-free water sample is required once a year.
- A dish sanitizing statement must be present.



More Safety

- Exterior Doors need to lock from the outside and be lockable from the inside.
- Windows that can open need to have screens without holes.
- There should be no signs of rodent or insect infestations.
- A list of emergency contacts with the address of the home/cottage needs to be provided.

New Account Credit Application

Upon review, additional information may be required:

Previous 2 years of Annual Audited Financial Statements (Balance Sheet, Income Statement, Cash Flow Statement and Notes to the Financial Statements if applicable)

This Application for/ Credit Agreement (“Agreement”) is submitted to Anda, Inc., and its affiliates, subsidiaries and divisions, including but not limited to Anda #28 and Andameds (collectively, “ANDA”) for the purpose of obtaining credit and to govern the terms of any credit issued. The undersigned represents that all information contained herein is correct, and complete, and that ANDA may rely on such information in deciding to extend or discontinue credit. The undersigned agrees to provide ANDA with a sworn financial statement upon request. The undersigned agrees to notify ANDA immediately in writing of any change in the foregoing information including, without limitation, any change in the nature of the business, ownership, name, or location of the business or financial condition of the undersigned. The undersigned authorizes ANDA and any investigatory service engaged by ANDA to verify or otherwise investigate any information contained herein, or reference listed, statements, reports, or other information obtained with respect to the undersigned from any other source ANDA deems appropriate. The undersigned agrees to release all persons, companies, or corporations using or supplying information, including ANDA, from any claims and/or losses that may result there from. The undersigned agrees to pay all invoices owing to ANDA in a timely manner in full and in accordance with the agreed upon terms of the sale as printed on each invoice. THE UNDERSIGNED ACKNOWLEDGES THAT ALL STATEMENTS SENT BY ANDA SHALL BE CONSIDERED TRUE AND CORRECT, UNLESS THE UNDERSIGNED CONTESTS THE ACCURACY OF ANY SUCH STATEMENT BY SENDING A WRITTEN INQUIRY WITHIN 30 DAYS OF THE DATE IT IS RECEIVED TO ANDA. The undersigned agrees that in the event such debts, accounts, or invoices are not paid when due (the “Obligations”), they will accrue late charges at the rate of 18% per annum or the maximum rate allowed by law, whichever is the lesser rate. The undersigned agrees to reimburse ANDA for any attorney fees, court cost, or collection agency fees ANDA may incur in its efforts to collect any past due amounts. If a check or other form of payment is returned for Non-Sufficient Funds (NSF) Customer agrees to pay an additional \$25.00 (Twenty-Five Dollar) charge for each returned item. Customer further understands and agrees that Customer’s account with ANDA will be frozen in such event, and that pending orders will not be filled, and Customer will not be able to place new orders, until a replacement payment and the referenced NSF charge is paid to ANDA in good and available funds. ANDA reserves the right, in its sole discretion, to change a payment term, to limit total credit and/or suspend or discontinue the shipment of any orders to Customer if ANDA concludes that there has been a material adverse change in the Customer’s financial condition or payment performance or customer has ceased, or is likely to cease, to meet ANDA’S credit requirements. If this application for business credit is denied, applicant has the right to a written statement of the specific reasons for the denial. ANDA will send applicant a written statement of the specific reason(s) for the denial within thirty (30) days of receiving a request for a written statement. The Federal Equal Credit Opportunity Act and similar state laws prohibit creditors from discriminating against credit applicant on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, age (provided the applicant has the capacity to enter into a binding contract), handicapping condition of the applicant; because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580. Undersigned has read the terms and conditions stated herein and agrees to all of those terms and conditions.

Security Agreement

Customer, in consideration of the credit being extended to Customer, as well as any future credit contemplated by this Agreement, does hereby pledge, assign, transfer, deliver and grant to ANDA a security interest in, a lien upon, and a right of set off and/or recoupment against, all of Customer’s current and future: inventory, equipment, instruments, chattel paper, accounts and accounts receivables including but not limited to insurance and credit card receivables, general intangibles, and the proceeds thereof. Customer hereby agrees to execute any such additional documents requested by ANDA to document said security interest, including but not limited to executing a separate security agreement in a form acceptable to ANDA. This security interest is granted to ANDA to secure the payment of the Obligations as well as any default interest or fees, including without limitation NSF fees, set forth herein as well as any other indebtedness Customer owes ANDA as well as any future advances of credit including all renewals, extensions, and modifications of this Agreement. Customer authorizes Anda to file a financing statement and any other documents that may be needed to document or perfect this security interest.

Guaranty

In consideration of the credit being extended now or in the future to Customer by ANDA, the receipt and sufficiency of which is hereby acknowledged, and to induce ANDA to extend the credit herein, each individual below (each, a "Guarantor" and collectively, the "Guarantors"), hereby jointly and severally personally guaranties the full, prompt and complete payment and performance of Customer under this Agreement. If ANDA elects to enforce its rights against less than all Guarantors, that election shall not release any Guarantor from his or her obligations under this Agreement. The compromise or release of any of the obligations of any of the other Guarantors or Customer shall not serve to waive, alter or release any Guarantor's obligation under this Agreement. Each Guarantor agrees that this guaranty is an absolute, irrevocable, complete and continuing guaranty of performance and payment, and not of collection. Thus, ANDA may insist that any or all of the Guarantors pay immediately, and ANDA is not required to attempt to collect first from Customer or any other party liable for the obligations under this Agreement, and is not required to first pursue collection from any collateral. Each Guarantor waives presentation for payment, notice of non-payment, protest and notice of protest, demand for payments and diligence in bringing suit against any part hereto. No notice of indebtedness or of any extension of credit by ANDA to Customer needs to be given. The terms of credit may be rearranged, extended, modified and/or renewed without notice to any of the Guarantors. Each Guarantor represents that all of the information submitted by Customer and Guarantors is true, complete and accurate. Each Guarantor agrees that should any payments to ANDA relating to this Agreement, in whole or in part, be invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act or code, state or federal law, common law or equitable doctrine, this guaranty shall remain in full force and effect (or be reinstated, as the case may be) until payment in full of any such amounts, which payment shall be due on demand. Each Guarantor agrees to and accepts all provisions of the above Venue And Jurisdiction section (INCLUDING THE WAIVER OF THE RIGHT TO A JURY TRIAL) as if fully set forth herein. Each Guarantor is signing in his or her individual capacity, notwithstanding any title or other Customer reference that may be included in the signature block below.

Venue and Jurisdiction

This Agreement is governed by Florida law. Customer agrees that any legal action or proceeding relating to Customer's obligations under this Agreement or otherwise relating to Customer's relationship with Anda will be brought exclusively in state or federal court located in Broward County, Florida. By the execution and delivery of this Agreement, Customer submits to and accepts, with regard to any such action or proceeding, generally and unconditionally, the jurisdiction of those courts. Customer waives any claim that Broward County is not a convenient forum or the proper venue for any such suit, action or proceeding. CUSTOMER HEREBY VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO ANDA TO ENTER INTO THIS TRANSACTION. THIS PROVISION SHALL NOT IN ANY WAY AFFECT, WAIVE,

Authorization for ACH Payment

Customer authorizes ANDA to initiate debit entries from Customer's account indicated above and Customer authorizes the financial institution named above (the "Institution"), to debit the same such account. Authority to initiate debit entries shall remain in full force and effect until ANDA and the Institution have received written notice from the applicant of its termination of such authorization. Customer acknowledges that it has a legal right to stop payment of a debit entry by notification to the Institution; provided, prior to such notification, Customer shall provide sufficient written notice to allow ANDA to take any necessary action to avoid disruption of payments from Customer. The amount and date of each such charge shall be reflected on the invoice received from ANDA unless a dispute with respect to such invoice is brought to the attention of ANDA, in writing within 3 business days from the receipt of goods. Customer understands that because these are electronic transactions, these funds may be withdrawn from Customer's account as soon as the above noted periodic transaction dates. If a ACH Transaction is rejected for Non-Sufficient Funds (NSF), Customer agrees to pay an additional \$25.00 (Twenty-Five Dollar) charge for each returned NSF item, which will be initiated as a separate transaction from the authorized payment. Customer further understands and agrees that Customer's account with ANDA will be frozen in such event, and that pending orders will not be filled, and Customer will not be able to place new orders, until a replacement payment and the referenced NSF charge is paid to ANDA in good and available funds.