

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
SOUTHERN TRINITY HEALTH SERVICES, INC. DBA
SOUTHERN TRINITY AREA RESCUE
FOR FISCAL YEAR 2018-2019

This Memorandum of Understanding ("MOU"), entered into this 4 day of December, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Southern Trinity Health Services, Inc. dba Southern Trinity Area Rescue, a California non-profit corporation, hereinafter referred to as "STAR," is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 08, 2018, STAR submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Eighty Thousand Four Hundred Forty-Eight Dollars (\$80,448.00) for the purpose of paying the costs and expenses associated with employing up to two (2) paid Emergency Medical Technicians ("EMT") to ensure the continued provision of emergency medical services to certain rural areas of Humboldt County, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 26, 2018, the Humboldt County Board of Supervisors approved the Measure Z application submitted by STAR in the amount of Sixty-Five Thousand Four Hundred Twenty Dollars (\$65,420.00) through June 30, 2019; and

WHEREAS, COUNTY and STAR desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the expenditure of Measure Z funds allocated to STAR.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. COUNTY OBLIGATIONS:

COUNTY will provide STAR with an amount not to exceed Sixty-Five Thousand Four Hundred Twenty Dollars (\$65,420.00) for the purpose of paying the costs and expenses associated with employing up to two (2) EMTs to ensure that STAR is able to continue providing emergency medical services to certain rural areas of Humboldt County.

2. STAR OBLIGATIONS:

- A. General Requirements. STAR will employ up to two (2) EMT positions in order to ensure the continued provision of emergency medical services to certain rural areas of Humboldt County.
- B. Quarterly and Final Reports. STAR will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY’s standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- C. Social Media. STAR will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on STAR-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- D. Recognition of Measure Z Funding. STAR shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2018 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, STAR fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to STAR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY’s obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide STAR seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

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D. Compensation Upon Termination. In the event this MOU is terminated, STAR shall be entitled to compensation for uncompensated costs and expenses incurred pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by STAR.

5. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for the costs and expenses incurred pursuant to the terms and conditions of this MOU is Sixty-Five Thousand Four Hundred Twenty Dollars (\$65,420.00). STAR agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder, or terminate this MOU as provided herein.

B. Schedule of Rates. STAR shall set forth the specific rates and costs applicable this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E – Schedule of Rates – and incorporated herein by reference.

C. Additional Costs and Expenses. Any additional costs and expenses not otherwise provided for herein shall not be incurred by STAR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of STAR. STAR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which STAR estimates that the maximum payable amount will be reached.

6. PAYMENT:

STAR shall submit to COUNTY quarterly invoices itemizing all costs and expenses incurred pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit F – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. STAR shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for the costs and expenses incurred pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by STAR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office
Attention: Elishia Hayes, Senior Administrative Analyst
825 Fifth Street, Room 112
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office
Attention: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

STAR: Southern Trinity Health Services, Inc. dba Southern Trinity Area Rescue
Attention: Brook Entsminger, [Job Title]
P.O. Box 4
Mad River, California 95552

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. STAR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the costs and expenses incurred pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all costs and expenses incurred pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of STAR, and its subcontractors, related to the costs and expenses incurred pursuant to the terms and conditions of this MOU, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. STAR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. STAR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the costs and expenses incurred pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because STAR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

STAR agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor STAR's records, programs or procedures, at any time, as well as the overall operation of STAR's programs, in order to ensure compliance with the terms and conditions of this MOU. STAR will cooperate with a corrective action plan, if deficiencies in STAR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of STAR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, STAR may receive information that is confidential under local, state or federal law. STAR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, STAR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. STAR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission

implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, STAR certifies that it is not a Nuclear Weapons Contractor, in that STAR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. STAR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if STAR subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. STAR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, STAR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve STAR from liability under this provision. This provision shall apply to all claims for damages related to STAR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by STAR hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and STAR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting STAR's indemnification obligations provided for herein, STAR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of STAR and its agents, officers, directors, employees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Office Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which STAR may be exposed to liability. STAR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of STAR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that STAR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this MOU, STAR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to STAR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this MOU shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. STAR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If STAR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to STAR under this MOU.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and STAR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
 Attention: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

STAR: Southern Trinity Health Services, Inc. dba Southern Trinity Area Rescue
 Attention: Brooke Entsminger, [Job Title]
 P.O. Box 4
 Mad River, California 95552

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that STAR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. STAR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

STAR agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder. STAR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

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17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

19. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of STAR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and STAR shall promptly refund, any funds disbursed to STAR, which COUNTY determines were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

STAR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. STAR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

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24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

25. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by STAR shall become the property of COUNTY. However, STAR may retain copies of such documents and information for its records. In the event this MOU is terminated, for any reason whatsoever, STAR shall promptly turn over all such information, writings and documents to COUNTY without exception or reservation.

27. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to STAR suggested language, and a Measure Z Logo, for all press releases. In addition, STAR shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

30. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

31. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

34. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

35. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

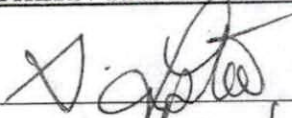
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

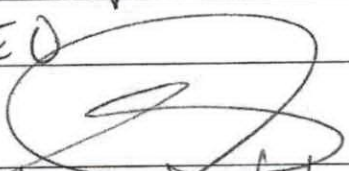
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

SOUTHERN TRINITY HEALTH SERVICES, INC. DBA SOUTHERN TRINITY AREA RESCUE:


By: 
Name: Lee Lupton
Title: CEO

Date: 8/29/18

By: 
Name: William Petri
Title: Chief Financial Officer

Date: Aug 29th 2018

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg
Chair Board of Supervisors

Date: 12/4/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/20/18

LIST OF EXHIBITS:

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Schedule of Rates
- Exhibit F – Measure Z Invoice Form



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

(Advisory Committee will make recommendations to the Humboldt County Board of Supervisors as to expenditure of funds derived from Measure Z.)

RECEIVED

FEB 08 2018

CAO

APPLICATION FOR FUNDING

Agency Name: Southern Trinity Area Rescue

Mailing Address: PO Box 4 Mad River CA 95552

Contact Person: Brooke Entsminger

Title: EMS Manager

Telephone: 707-574-6616 x209

E-mail address: bjohnston@sthscfinc.org

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2018-19: \$ 80448.00

2. ENTITY TYPE – Please check appropriate box.

- a. Humboldt County Department
- b. Contract Service Provider to Humboldt County
- c. Local Government Entity
- d. Private Service Provider
- e. Non-Profit Service Provider
- f. Other

3. Please provide brief description of proposal for which you are seeking funding.

Southern Trinity Area Rescue (STAR) is the only 911 Ambulance response service in Eastern Humboldt/ Southern Trinity County off Hwy 36. STAR currently is a primarily volunteer staffed, non-profit service; however, due to changes in local community and industry for the past four or five years we are having great trouble recruiting enough volunteers to fully staff the ambulance. STAR is still in the process of transitioning to having two paid EMT's to help alleviate some of the strain on the volunteers and make it possible for STAR to continue to serve its community and provide emergency medical care to this rural part of the county. In 2017 we received Measure Z funds and were able to hire one of the two EMTs with great success. We are now trying to complete the

stabilization of STAR by hiring a second EMT and filling the two needed paid coverage positions.

4. *Measure Z* funding is scheduled to "sunset" in 2020. How are you developing a plan for sustainability, including diversification of funding sources, in order for your proposal to carry on without reliance on future *Measure Z* funds?

Please see question 5

5. If this request is for the continuation, or expansion, of an existing program/service, what is the current source of funding for that program/service?

STAR is constantly applying for a variety of grant funds to improve its service, along with volunteer led fundraisers, donations, financial support from Trinity County, and patient billing revenue. Currently, along with all of these funding sources STAR also relies on its umbrella company, Southern Trinity Health Services (STHS), to help with its operational costs. At this point STHS is unable to divert any more funds to STAR than it already does, so we are looking into other funding sources such as *Measure Z* to keep STAR operational. In the future we are hoping to continue to improve our billing revenue and we have high hopes of being a part of the funding dispersed through *Measure S*. Rural ambulance service is a non-profit business by nature and small communities that rely on it will always need financial assistance, which is often transient, to keep it operational. As the economy of Northern California shifts with the changes in industry, the people of STAR will continue to work with the community and the changing environment to develop new ways to create and acquire income as well as recruit volunteers to keep rural ambulance service stable and available.

6. If you are awarded *Measure Z* funds, how will you use them to leverage additional grants, contributions, or community support?

Most grant funders want to see community effort and support before they invest in a company or project. If STAR can show that it has the support of Humboldt County through *Measure Z* funding, there will be a better chance of being awarded matching funds or support from other sources when they are available. Also the more both counties (Humboldt and Trinity) are involved in keeping STAR operational the more aware people might come to be of its importance and become a part of its much needed support network.

7. Will this proposal require new or expanded activity on the part of another entity to be fully functional and effective? If so, please describe.

N/A

8. Are there recurring expenses associated to this application, such as personnel costs? Please check yes or no and if so, please detail those expenses. Yes No

The sole purpose of this *Measure Z* application is to acquire the funds needed to fully staff our severely understaffed ambulance service by hiring one full time EMT and continuing to employ the second full time EMT that was approved under *Measure Z* in 2017. One time grant funds for equipment and projects are easier to come by than continuous yearly assistance. STAR is aware that *Measure Z* sunsets in 2020, we feel

this assistance from the county in the years the funds do exist will keep the ambulance service open and operational while we work on a more permanent solution.

ATTACHMENTS—Please include the following with your application

- ✓ **Proposal Narrative:** Brief description of your request for *Measure Z* funds – Please explain how it is an essential service or for public safety. *(one page maximum)*
- ✓ **Prior Year Results:** If your request is a continuation of a program funded with *Measure Z* in prior fiscal years, please provide the results of implementation. *(one page maximum)*
- ✓ **Program Budget**

I declare under penalty of perjury under the laws of the State of California that the above statements and all attachments are true and correct

DATE: 2/8/2018

SIGNATURE: 

SUBMIT THIS APPLICATION TO:

Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures
c/o County Administrative Office
825 Fifth Street, Suite 111
Eureka, CA 95501-1153

Southern Trinity Area Rescue Project Proposal Narrative

Southern Trinity Area Rescue (STAR) is a primarily volunteer, non-profit, 911 ambulance services which provides Emergency Medical Services (EMS) to 1250 square miles of remote Eastern Humboldt and Southern Trinity counties. STAR was formed in 1979 by a small group of local community oriented volunteers. Today it provides both advanced and basic 911 ambulance services 24 hours a day, 365 days a year. STAR's covers a response area from 9 miles east of Bridgeville in Humboldt County to the South Fork Mountain ridge, and from Zenia/Kettenpom bordering Alderpoint to east of the Yolla Bolly Range. This vast area includes a large section of *Hwy 36*, the *Ruth Lake Recreation Area*, and the Southern Trinity School District. STAR is the only ambulance provider for these vastly underserved regions where 68 % of the population lives below the federal poverty line and a large population comes to vacation. From our central base of operations in Mad River CA, just one mile from the Humboldt County boarder, the nearest hospital is 52 miles away in Fortuna, Ca.

STAR volunteers are proud to serve these vast, sometimes forgotten, regions of Humboldt and Trinity counties. Our services provide emergency medical care to people who would otherwise have none. Our volunteers work very hard with the nonprofit health center, Southern Trinity Health Services, to continuously raise money within the community through benefit activities and donation drives along with billing revenue and grants, to support STAR's basic expenses, including supplies, uniforms, training, maintenance, insurance and licensing.

Currently we are at a critical point. Due to changes in community and industry in our area, from mainly timber harvest to cannabis, our call volume remains constant, while our number of volunteers has shrunk drastically. Last year we acquired Measure Z funds to hire one of the two full time EMT's we needed to keep STAR operational and supplement our volunteer run shifts. Last year we were also able to acquire one time funds from the Ruth Lake Community Services District to help pay for a second EMT to be a temporary position that we have been using. These paid EMT's staffing the ambulance two days a week (48 hours) give our volunteers the relief they need to continue performing the great service they provide, as well as keep 911 services available. STAR has been serving Humboldt County for 40 years. Due to the changing economy, 2017 was the first year STAR requested financial assistance from the county. STAR is asking to be granted Measure Z funds to pay for these EMT positions so we can ensure the critical continuous emergency medical coverage for our area in the future.

STAR recognizes that eastern Humboldt County is only a part of its response area, however, on average 25% of our resources are spent in Humboldt County, or on Humboldt County residents, below are the emergency medical call numbers responded to by STAR for the past year.

Call Summary 2017

	Humboldt	Trinity	Other County/State or Country
Total Emergency Medical Calls	34	157	1
Yearly Percent of Calls	18%	81%	0.01%
County of Residence for Patient Treated	35	71	28
Yearly Percent	26%	53%	21%

STAR plays a critical role in providing rural Emergency Medical Service to a remote portion of Eastern Humboldt County along Hwy 36. We look forward to working with the Citizens Advisory Committee on Measure Z to ensure we do not lose this valuable coverage, and thank you in advance for your consideration.

Southern Trinity Area Rescue Prior Year Results

Southern Trinity Area Rescue (STAR) was awarded \$39600.00 of Measure Z funds for the 2017-18 year to hire up to two fulltime paid EMT's to help staff the ambulance and keep 911 medical services available in our remote part of Eastern Humboldt County.

Star successfully hired a full time EMT in October 2017 using these funds. This new employee has not only given our volunteers some needed relief and kept the ambulance operational by filling some of the open shifts that existed, but is dedicated to STAR and helps with extra activities above and beyond regular duties to continue to improve STAR so we have quality service, care and operational ability.

STAR was in need of two paid EMT positions starting in 2016 to remain operational long term. For 2017-18 STAR received funds from the Ruth Lake Community Service District to help aid in this goal as well. A second EMT was hired with these funds as a temporary position. These were one time funds that are not guaranteed yearly and did not completely cover a full time position for 12 months.

Currently, with full time weekend ambulance coverage, due to the above mentioned funding and activities, STAR has been more than able to maintain reliable and full time 911 coverage of its service area. As seen in the above application STAR is asking Humboldt County to help us maintain these two positions for the 2018-19 year. Without these paid EMT positions STAR would no longer be able to have ambulance coverage 7 days a week in our service area.

The local STAR community has expressed great appreciation for continuing to have reliable ambulance service available where they live or come to hunt, fish, camp and travel through. The volunteers of STAR, who are the heart of STAR and key to its survival, have expressed repeatedly how grateful they are to have assistance to keep the ambulance service afloat. Many of them have renewed energy for their volunteerism due to having the burden of being severely under staff made more reasonable.

The effects of hiring EMT's to supplement our volunteer staff (for the first time ever) in 2017-18 have been nothing but positive. STAR hopes to continue to work with Humboldt County to carry on with this successful project.

Program Budget

EMT Position 40 hour/week @ \$15.00 per hour	2	\$62400.000 (\$31200.00 each)
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Full Time Employee Benefits	2	\$13728.00 (\$6864.00 each)
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Projected Overtime Hours		\$4320.00
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Total Project Cost		\$80448.00
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EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
 Southern Trinity Health Services, Inc. dba Southern Trinity Area Rescue
 Fiscal Year 2018-2019

1. DUE DATES:

Quarterly reports are due one (1) month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. STAR must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One (1) month after MOU expiration

2. SUBMISSION OF REPORTS:

All reports should be emailed to cao@co.humboldt.ca.us or sent by U.S. mail to the following address:

COUNTY: Humboldt County Administrative Office
 Attention: Elishia Hayes, Senior Administrative Analyst
 825 Fifth Street, Room 112
 Eureka, California 95501

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
Southern Trinity Health Services, Inc. dba Southern Trinity Area Rescue
Fiscal Year 2018-2019



COUNTY OF HUMBOLDT – MEASURE Z
Report Form

Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

I. QUARTERLY NARRATIVE

A. Results/Outcomes

- 1. Please describe the Measure Z activities completed.
- 2. How many people have been served and how?
- 3. Who has benefited from the enhanced services?
- 4. What difference did Measure Z funding make in our community and for the population you are serving? Please quantify the short-term impact of your project for the current year. *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- 5. Please quantify the long-term impacts of your project. This would be for the entire time period that Measure Z has funded your project.
- 6. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

II. FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachments)

A. Lessons Learned

- 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS
Southern Trinity Health Services, Inc. dba Southern Trinity Area Rescue
Fiscal Year 2018-2019

1. DUE DATES:

STAR will post Measure Z updates on STAR-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where STAR will post Measure Z updates:

Social Media (*ie, Facebook*) Account Name (*ie, County of Humboldt – Government*)

3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, STAR's social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include "#MeasureZ" on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

"#MeasureZ update: Over the last quarter we [brief description of Measure Z activities completed and/or total numbers served]. During our efforts this quarter we've seen [brief description of the difference Measure Z funding has made in our community and for the population you are serving].

ATTACHMENT II - EXHIBIT E
 Budget
 Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			
Title: Salary and Benefits			0.00
Calculation:			
Duties Description:			
Title: Salary and Benefits			0
Calculation:			
Duties Description:			
Title: Salary and Benefits			0
Calculation:			
Duties Description:			
Title: Salary and Benefits			0
Calculation:			
Duties Description:			
Total Personnel:		0.00	0.00
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Operating Costs:		0	0
C. Consumables/Supplies (Supplies and Consumables should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Consumable/Supplies:		0	0

ATTACHMENT II - EXHIBIT E
 Budget
 Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs:		0	0
E. Fixed Assets			
Title:			
Description:			
Title:			
Description:			
Total Other Costs:		0	0
Invoice Total:		0.00	

ATTACHMENT II - EXHIBIT F

Measure Z - Invoice

Agency Name Coordinator/Contact Address Phone
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Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		\$0.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: _____

Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
 County Administrative Office
 825 Fifth Street, Room 112
 Eureka Ca 95501



(707) 445-7266

_____ Date

_____ Date

