



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-3

For the meeting of: ~~October 20, 2015~~
November 10,

Date: October 6, 2015

To: Board of Supervisors

From: Phillip Smith-Hanes, County Administrative Officer *PSH*

Subject: Measure Z Contract with K'ima:w Medical Center

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorizes the Chair of the Board to execute an agreement with the K'ima:w Medical Center for Measure Z funding, a local half-cent sales tax; and
2. Directs the Clerk of the Board to return two copies of all of the agreements to the County Administrative Office for processing.

SOURCE OF FUNDING: General Fund – Measure Z

DISCUSSION:

In November of 2014 the citizens of Humboldt County approved a half-cent local sales and use tax. After the passing of this tax, your Board created the Citizens' Advisory Committee on Measure Z expenditures. This committee was created to make recommendations to your Board on how these funds should be spent.

Prepared by Amy S. Nilsen

CAO Approval *[Signature]*

REVIEW: Auditor _____ County Counsel Sm Human Resources _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Lovelace Seconded by Supervisor Sundberg
Ayes Sundberg, Lovelace, Fennell, Bohn
Nays _____
Abstain _____
Absent Bass

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Nov. 10, 2015
By: *[Signature]*
Kathy Hayes, Clerk of the Board

In May of 2014 the committee made recommendations to the County Administrative Office on the use of these funds. The CAO included these recommendation in the fiscal year 2015-16 proposed budget that was before your Board on June 2, 2015. Your Board adopted the fiscal year 2015-16 budget on June 23, 2015 with some changes to the committee's recommendations.

Now that the Measure Z allocations have been finalized for fiscal year 2015-16 the final step in the allocation of these funds is to approve contracts with outside entities. Before your Board today is the contract with K'ima:w Medical Center.

The K'ima:w Medical Center's (KMC) contract is from July 1, 2015 to June 30, 2016 with a maximum compensation amount of \$267,543 for continued KMC operation of emergency medical services in the eastern Humboldt County area.

All Measure Z contracts will be on a reimbursement basis. All contractors will submit quarterly invoices to the County Administrative Office along with a quarterly report in order to receive payment. In addition, each contractor will provide an annual report.

This contract comes to your Board after the effective date due to the fiscal year 2015-16 budget, which included final Measure Z allocations, being adopted on June 23, 2015.

FINANCIAL IMPACT:

The total allocation of Measure Z dollars related to this contract is \$267,543.

This agenda item supports the Board's Strategic Framework by enforcing laws and regulations to protect residents, creating opportunities for improved health and safety and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

K'ima:w Medical Center

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the contracts. This is not recommended as this will leave these outside agencies without any way to receive Board approved allocation of Measure Z funds.

ATTACHMENTS:

1. K'ima:w Medical Center Measure Z Contract

**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF HUMBOLDT AND
K'IMA:W MEDICAL CENTER**

This Memorandum of Understanding (MOU), entered into this 1st day of October, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the K'ima:w Medical Center, a duly chartered entity of the Hoopa Valley Tribe, a sovereign Tribal government, hereinafter referred to as "KMC," is made upon the following considerations:

RECITALS:

WHEREAS, Government Code Section 26227 provides that the Board of Supervisors ("Board") of any county may appropriate and expend money from the general fund of the county to fund programs deemed by the Board 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 half-cent local sales and use tax measure on the November 2014 ballot to maintain and improve essential services, and the local measure, known as Measure Z, passed; and

WHEREAS, COUNTY has additional funding from Measure Z to maintain and improve essential services, such as 24-hour sheriff's patrols; 9-1-1 emergency response; crime investigation/prosecution; drug/illegal marijuana growhouse enforcement prevention; services for abused children/mentally ill; rural fire protection, road repairs; and other county services; and

WHEREAS, COUNTY created a nine member Citizens Advisory Committee to review Measure Z funding applications and make recommendations; and

WHEREAS, KMC submitted a Measure Z application (Attachment III) requesting an allocation in the amount of Two Hundred Sixty Seven thousand and Five Hundred and Forty Three dollars (\$267,543) for the operation of emergency medical services in the eastern Humboldt County area; and

WHEREAS, COUNTY wishes to fund KMC Measure Z request through June 30, 2016.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, it is hereby understood and agreed by and between the Parties hereto as follows:

1. COUNTY OBLIGATIONS:

- A. COUNTY will provide to KMC an amount not to exceed Two Hundred Sixty Seven thousand and Five Hundred and Forty Three dollars (\$267,543) for continued KMC operation of emergency medical services in the eastern Humboldt County area.
- B. COUNTY shall provide to KMC suggested language for all press releases and a Measure Z logo

2. KMC OBLIGATIONS:

- A. KMC will continue to provide emergency medical services to the eastern Humboldt County area, within the Service Coverage area shown on the map attached as Attachment IV.
- B. KMC will continue to maintain, operate, and provide ambulance services twenty-four (24) hours a day, seven (7) days a week to eastern Humboldt County residents, vendors, and visitors.
- C. KMC's ambulance services will continue to include Advance Life Support (ALS) administered by highly trained paramedics.
- D. KMC will continue to operate and maintain one (1) ambulance in the Willow Creek Ambulance Base which shall provide services to the eastern Humboldt County area.
- E. KMC will continue to operate its ambulance services in accordance with all applicable tribal, state, and federal law, and all applicable local, state and federal licensure and certification requirements.
- F. KMC will provide quarterly reports to COUNTY as detailed in Attachment 1.
- G. KMC will provide a final summary report as detailed in Attachment 1.
- H. KMC will submit quarterly itemized invoice through the Budget to the COUNTY as detailed in Attachment II Exhibits A and B.
- I. KMC 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, 2015 shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Convenience. Either party may terminate this MOU by providing the other party with 30 days advanced written notice. Receipt of such notice by either party shall begin the 30 day period required for termination. KMC shall be entitled to an appeal to the Humboldt County Board of Supervisors upon receipt of the termination notice.
- B. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide KMC thirty (30) days advance written notice of its intent to terminate this MOU due to insufficient funding.

5. PAYMENT:

KMC shall submit to COUNTY an itemized invoice quarterly. Invoices shall be in a format approved by, and shall include backup documentation as specified by the Humboldt County Administrative Officer ("CAO") and the Humboldt County Auditor-Controller. KMC shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this MOU.

The itemized invoices due to the COUNTY shall be submitted in the form of the Budget attached hereto as Attachment II – Exhibit A for itemized costs for activities that are consistent with the Measure Z application submitted by KMC to the Citizens Advisory Committee as of the invoice date, and incorporated as part of this MOU. An itemized invoice form is attached hereto as Attachment II – Exhibit B and incorporated as part of this MOU. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

6. 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
Attn: Phillip Smith-Hanes, CAO
825 Fifth Street, Room 111
Eureka, CA 95501-1153

KMC: K'ima:w Medical Center
Attn: Emmet Chase, CEO
P.O. Box 1288
Hoopa, CA 95546

7. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. KMC agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, 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 there from. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed. In addition, KMC shall maintain detailed payroll records.

B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. COUNTY may request interviews of KMC employees who have information related to such records.

C. Submittal of Records to North Coast Emergency Medical Services. KMC will continue to keep and provide financial and performance records to North Coast Emergency Medical Services in accordance with COUNTY's record retention requirements.

8. MONITORING:

KMC agrees that COUNTY has the right to monitor KMC's activities related to and provided by the Willow Creek ambulance service, including the right to review and monitor records, programs or procedures related to this service, at any time, as well as the overall operation of KMC's programs in order to ensure compliance with the terms and conditions of this MOU. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by KMC pursuant to the terms of this MOU.

9. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act; the federal Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"); the federal 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 federal and state confidentiality laws 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, and any regulations promulgated thereunder.

10. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

KMC certifies by its signature below that it is not a Nuclear Weapons Contractor, in that KMC 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. KMC 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 KMC becomes a Nuclear Weapons Contractor.

11. COMPLIANCE WITH ANTI-DISCRIMINATION LAWS:

In connection with the execution of this Agreement, KMC shall comply with all applicable local, state and federal anti-discrimination laws and regulations.

12. HOLD HARMLESS/INDEMNIFICATION:

KMC shall hold harmless, defend and indemnify COUNTY and its 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 fees and other costs of litigation, arising out of or in connection with KMC's performance of work hereunder or its failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

13. INSURANCE REQUIREMENTS:

The ambulance services provided by KMC are covered by the Federal Tort Claims Act in accordance with 25 U.S.C. § 450f(d) and 25 U.S.C. § 458aaa-15.

14. RELATIONSHIP OF PARTIES:

It is understood that this MOU 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 KMC 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.

15. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY:

KMC does not waive its sovereign immunity or consent to suit in any court except as expressly stated in this section and subject to the limitations and considerations stated in this section.

A. Limited Waiver and Consent to Suit. KMC waives its sovereign immunity and consents to suit as to "Covered Claims" as defined in Section (B)(1) below. KMC's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit B.

B. Conditions and Limitations. This waiver and consent is subject to the following conditions and limitations:

1. Covered Claims. This waiver and consent only applies to claims by COUNTY that KMC has violated any provision of this MOU or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this MOU. It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.
2. Covered Claimants. This waiver and consent only applies to COUNTY, and not to any other person, entity, including any commercial or governmental entity, or group.
3. Covered Courts. This consent to suit only applies to the California State Courts in Humboldt County, and appropriate state appellate courts. KMC does not consent to suit in any other court.
4. Remedies. This waiver and consent is specifically limited to an award of monetary damages constituting a reimbursement of funds for obligations not performed by KMC under the terms of this MOU. This waiver of immunity specifically does not allow for recovery of attorneys fees or other costs associated with litigation of Covered Claims.

5. Duration. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only for such period as this MOU remains in effect, and only as to claims arising during the effective period of this MOU, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals therefrom until the underlying legal claim or claims have been finally determined.

16. 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.

17. 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 KMC. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default.

18. 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.

19. AMENDMENT:

No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

20. STANDARD OF PRACTICE:

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

21. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this MOU shall be litigated in the State of California and venue shall lie in the County of Humboldt.

22. 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 party on the basis that the other party prepared it.

23. INDEPENDENT CONSTRUCTION:

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

24. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without 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.

25. 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 its entirety any and all prior agreements of the parties.

26. 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.

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

K'IMA:W MEDICAL CENTER

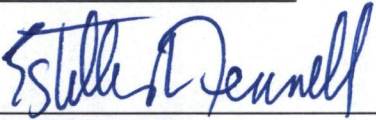
By: 

Date: 10-1-15

Name: Emmett Chase, MD, MPH

Title: Chief Executive Officer

COUNTY OF HUMBOLDT

By: 

Date: 11/10/2015

Estelle Fennell
Chair Board of Supervisors

ATTACHMENT 1
QUARTERLY AND FINAL SUMMARY REPORT

Due dates:

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The below table below shows each fiscal year quarter and the report due dates. KMC must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one 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 March31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One month after term end

Submission of reports:

All reports should be sent to **the County Administrative Office** at the following addresses:

cao@co.humboldt.ca.us

Or by mail to: County of Humboldt
County Administrative Office, Room 112
825 Fifth Street
Eureka, CA 95501

**ATTACHMENT 1
QUARTERLY AND FINAL SUMMARY REPORT**

**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 (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

- 1. Please describe the Measure Z activities completed and/or total numbers served or reached.

- 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *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.*

- 3. 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?

ATTACHMENT II - EXHIBIT A
Budget
Agency Name

Invoice Date: 10/31/15

Invoice # MZ- _____

Invoice Period: July - Sept. 2015

Descriptions	Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			
Title: Salary and Benefits Calculation:			0.00
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
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 A
Budget
Agency Name

Invoice Date: 10/31/15

Invoice # MZ- _____

Invoice Period: July - Sept. 2015

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	0
E. Fixed Assets			
Title: _____			
Description: _____			
Title: _____			
Description: _____			
Total Other Costs:	0	0	0
Invoice Total:	0.00		

ATTACHMENT II - EXHIBIT B

Measure Z - Invoice

Agency Name Coordinator/Contact Address Phone
--

Invoice Date: 10/31/2015

Invoice # MZ- _____ 0

Invoice Period: July - Sept. 2015

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

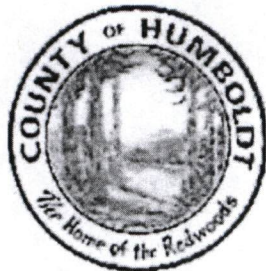


(707) 445-7266

	Date
	Date

MAR 18 2015

CAO



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*.)

APPLICATION FOR FUNDING- Proposal Narrative

Agency Name:	HOOPA VALLEY TRIBAL COUNCIL		
Mailing Address:	PO BOX 1348, HOOPA, CA 95546		
Contact Person:	DANIELLE VIGIL-MASTEN	Title:	CHAIRWOMAN
Telephone:	530-625-4211	E-mail address:	drvigil@hotmail.com

The Hoopa Valley Tribe respectfully requests financial assistance through Measure Z for continued operation of its Willow Creek ambulance base. Our request is for \$267,543 for year one of available funding. We understand that funding may be provided for additional periods through year 5. We have provided budgetary information supporting years two through five, which would be our preference.

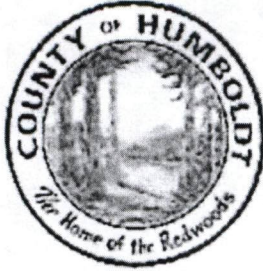
The need for this funding has been a high level concern of the citizens of Eastern Humboldt County as well as the County Board of Supervisors. A recent article in the Times-Standard demonstrates the importance of emergency ambulance services in this remote area of Humboldt County:

"Kim Willis was alone when she nearly lost her life. While staying at a friend's cabin in the Willow Creek area in July, Willis had a heart attack. She said the symptoms came on suddenly. "I was sitting on the bed, and it felt like somebody poured a bucket on me, and then I started blacking out," Willis said. Eventually, she was able to get to the phone and call a neighbor. The neighbor called the Willow Creek Ambulance Service, which arrived in about 15 minutes. Willis, 57, said the call saved her life. "I just wouldn't have made it," she said. "It's really important to have the Willow Creek Ambulance Service right there." Even though Willis lives in Eureka, she often visits Willow Creek and is concerned about the service leaving the area."

The Willow Creek ambulance service responded to 980 calls in 2011, of which 667 required transportation to a hospital. Out of 980 calls, 313 came from Willow Creek, Salyer, and Hawkins Bar. Fifty five calls came from Weitchpec and Orleans area. Those numbers steadily increase yearly with an aging population of residents. Arcata-Mad River Ambulance responded to 42 calls for assistance to the Willow Creek area, however, that response takes a minimum of 45 minutes which is the closest service to Willow Creek. If the Hoopa Ambulance no longer served the Willow Creek area, this would be the minimum amount of time it would take for them to reach the residents of that area. The result of losing the service could potentially be devastating.

In addition to serving Willow Creek, the ambulance service responds to car accidents along State Route 299 (from Redwood Creek to portions of Trinity County), and covers Weitchpec and Orleans. There is an average daily traffic volume of 3,950 vehicles; and this particular segment of highway has recently been recognized by the State, that Highway 299 is a high fatal and injury collision area, resulting in approximately 1.7 times higher than the state average for similar areas.

The Willow Creek satellite service, which has been in the area for about two decades as a courtesy of the Hoopa Valley Tribe's K'ima:w Medical Center, may come to an end if additional funding isn't secured since the funding the Tribe has continuously provided is increasingly declining as the result of economic climate. Plans to sustain the project after Measure Z funding, include more aggressive collection processes, modified billing procedures, and improved data collection.



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*.)

APPLICATION FOR FUNDING

Agency Name: HOOPA VALLEY TRIBAL COUNCIL
Mailing Address: PO BOX 1348, HOOPA, CA 95546
Contact Person: DANIELLE VIGIL-MASTEN Title: CHAIRWOMAN
Telephone: 530-625-4211 E-mail address: drvigil@hotmail.com

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2015-16: \$267,543

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.

Through K'ima:w Medical Center, the Hoopa Valley Tribe is seeking Measure Z funding for continuation of ambulance service in the Willow Creek service area. K'ima:w Medical Center is an entity of the Hoopa Valley Tribe. The Willow Creek ambulance base serves an estimated 1710 residents of Willow Creek and the surrounding areas (based on 2000 Census).

In addition to the local population, there is an average annual daily traffic volume of 3,950 vehicles on the Berry Summit to Humboldt/Trinity County Line segment of Highway 299 (per CalTrans Route 299 Transportation Concept Report December 2010). It has been recently recognized by the State that Highway 299 is a high fatal and injury collision area, resulting in approximately 1.7 times higher collision rate than the state average from similar areas.

In 1995, the Hoopa Valley Tribe determined an ambulance based in Willow Creek was necessary to meet the needs of Eastern Humboldt County, with the expectation that the base would be profitable and self-sustaining. The reality is that there is not enough call volume to be profitable, with large base standby costs associated with staffing 24/7 ALS level response crews. Due to the low reimbursement rates paid by Medi-Cal, Medicare and private insurers, revenues do not cover our expenses. In addition to the normal operating costs, the Willow Creek ambulance base pays for additional coverage from Arcata to standby when the ambulance is in-service and unable to respond to additional emergency calls.

K'ima:w Medical Center has been the only ambulance service willing to service Eastern Humboldt County, due to the low call volumes and high operating costs. In comparison, Arcata/Mad River Ambulance has the same staffing level, with twice the call volume, short transport times, in a less remote area. Even with the increased call volume, Arcata-Mad River Ambulance has difficulty meeting operating expenses through insurance reimbursements. No other ambulance service, including Arcata-Mad River Ambulance Service, has indicated an interest in operating an ambulance service to provide regular service to the citizens of eastern Humboldt County.

Without the financial support of the Hoopa Valley Tribe, the current level of emergency medical service cannot be sustained. The result would be that residents of Eastern Humboldt could potentially be without adequate medical assistance for significant periods of time. The effect could be disastrous. Although the Tribe has

continued to subsidize the Willow Creek Ambulance base with discretionary funding, the economic climate no longer allows the Tribe to provide supplemental funds. Continued Tribal subsidies would result in negative effects on legally mandated services which the Tribe must provide.

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 grants?

K'ima:w Medical Center has already begun to implement a strategy for a more aggressive collection processes, with modified billing procedures and improved data collection. On-going negotiations and funding requests submitted to Indian Health Service for additional funding will continue.

By 2020, plans are to build a collaborative partnership to work with the Willow Creek community to design and implement a Community Safety District to build an on-going tax base to contribute partial funding for maintaining ambulance services for the Willow Creek community.

We are currently working with the County Administrative Officer for Trinity County to obtain funding to cover their share of operational costs.

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

K'ima:w Medical Center currently generates approximately 25% of the cost for operating the Willow Creek Ambulance base through reimbursement from Medicare, Medi-Cal and private insurance. Seventy-five percent (75%) of the shortfall has been provided by Tribal discretionary funds. The decrease in the Tribes overall discretionary funding is the primary reason for this funding request.

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

The receipt of Measure Z funds would allow the Hoopa Valley Tribe and surrounding communities of Eastern Humboldt County to maintain a comprehensive emergency services response team. We believe that collaborative team approach will provide greater opportunities for brainstorming methods to acquire additional funding for emergency services.

K'ima:w ambulance service will continue to work in a collaborative manner within the community to develop comprehensive emergency medical care for all of Eastern Humboldt County residents. K'ima:w also will provide quality training platform to the local Volunteer Fire Departments, Law Enforcement and other EMS First Responders.

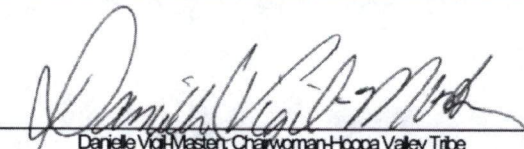
7. Will this proposal require new or expanded activity on the part of another entity to be fully functional and effective? If so, please describe.

This is an existing program. However, as mentioned K'ima:w Ambulance is a key player in providing unique trainings, such as Over-the-bank and First Responder trainings to local agencies and individuals and provides mutual aid on all emergency service activities.

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: 3/16/15

SIGNATURE: _____


Danielle Vogt-Master, Chairwoman-Hoopa Valley Tribe

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.

**HOOPA VALLEY TRIBAL COUNCIL
WILLOW CREEK AMBULANCE BASE
MEASURE Z FUNDING REQUEST**

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
PROJECTED REVENUE	140,000	144,200	148,526	152,982	157,571
(Less 19% Trinity County)	26,600	27,398	28,220	29,067	29,939
ESTIMATED HUMBOLDT COUNTY REVENUE	<u>113,400</u>	<u>116,802</u>	<u>120,306</u>	<u>123,915</u>	<u>127,633</u>
PERSONNEL EXPENSES					
WAGES	298,743	307,705	316,936	326,444	336,238
FRINGE BENEFITS					
FICA	22,854	23,539	24,246	24,973	25,722
STATE UNEMPLOYMENT INS	3,416	3,416	3,416	3,416	3,416
HEALTH INSURANCE	24,576	26,051	27,614	29,271	31,027
RETIREMENT (401K)	10,456	10,770	11,093	11,426	11,768
WORKERS COMPENSATION INS	26,976	27,786	28,619	29,478	30,362
TOTAL PERSONNEL COSTS	<u>387,021</u>	<u>399,266</u>	<u>411,924</u>	<u>425,007</u>	<u>438,533</u>
OPERATING EXPENSES					
AMBULANCE LEASE	23,062	23,754	24,467	25,201	25,957
SUPPLIES	5,630	5,799	5,973	6,152	6,337
RENT	8,100	8,343	8,593	8,851	9,117
UTILITIES					
ELECTRICITY	2,610	2,688	2,768	2,851	2,937
PROPANE	1,832	1,887	1,944	2,002	2,062
WATER	660	680	700	721	743
WASTE REMOVAL	214	221	227	234	241
COMMUNICATIONS AND DISPATCH	38,966	40,135	41,339	42,579	43,857
TRAINING	738	760	782	806	830
MISCELLANEOUS	1,467	1,511	1,556	1,603	1,651
TOTAL OPERATING EXPENSES	<u>83,278</u>	<u>85,777</u>	<u>88,350</u>	<u>91,001</u>	<u>93,731</u>
TOTAL PROJECTED EXPENSES	470,299	485,043	500,274	516,008	532,264
(Less 19% Trinity County)	89,357	92,158	95,052	98,041	101,130
ESTIMATED HUMBOLDT COUNTY EXPENSES	<u>380,943</u>	<u>392,885</u>	<u>405,222</u>	<u>417,966</u>	<u>431,134</u>
HUMBOLDT CO. DEFICIT - FUNDING REQUEST	<u>267,543</u>	<u>276,083</u>	<u>284,916</u>	<u>294,051</u>	<u>303,501</u>

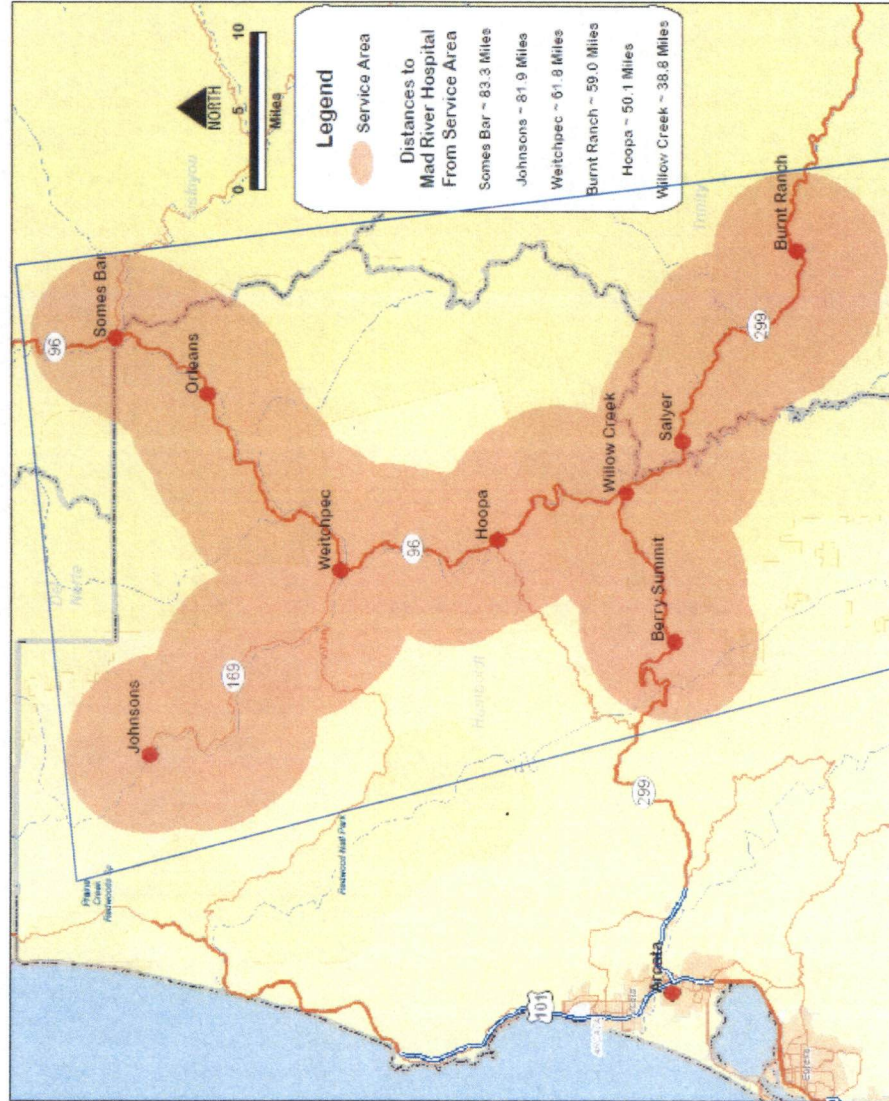
BASED ON 10/1/13 - 9/30/14 ACTUAL EXPENSES	BASED ON 6% ANNUAL INCREASE FOR HEALTH INS 3% FOR ALL OTHER COSTS	BASED ON 6% ANNUAL INCREASE FOR HEALTH INS 3% FOR ALL OTHER COSTS	BASED ON 6% ANNUAL INCREASE FOR HEALTH INS 3% FOR ALL OTHER COSTS	BASED ON 6% ANNUAL INCREASE FOR HEALTH INS 3% FOR ALL OTHER COSTS
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The service area is very large

The distance to the nearest hospital is between 83 miles (Somes Bar) and 39 miles (Willow Creek)

The roads are treacherous, steep, narrow, winding roads and in winter can be covered in snow, ice and mud increasing the travel time to the hospital significantly



RESOLUTION OF THE HOOPA VALLEY TRIBE
K'IMA:W MEDICAL CENTER
HOOPA, CALIFORNIA

RESOLUTION NO: 15-003

DATE APPROVED: OCTOBER 27, 2015

A RESOLUTION OF LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR THE AGREEMENT BETWEEN THE COUNTY AND K'IMA:W MEDICAL CENTER RELATING TO THE EAST HUMBOLDT COUNTY AMBULANCE SERVICES- MEASURE Z

- WHEREAS: The Hoopa Valley Tribe did on June 20, 1972, adopt a Constitution and Bylaws which was approved by the Commissioner of Indian Affairs on August 18, 1972 and ratified by Act of Congress on October 31, 1988, and, by tribal law, the sovereign authority of the Tribe over the matter described herein is delegated to the Hoopa Valley Tribal Council; and
- WHEREAS: Pursuant to Article IX, section 1 of the Constitution, the Tribal Council is empowered to and did charter the K'ima:w Medical Center as a separate governmental entity authorized to develop and administer health programs on behalf of the Hoopa Valley Tribe; and
- WHEREAS: Section 3.3.5 of the K'ima:w Medical Center charter authorizes K'ima:w to enter into contracts, subject to Hoopa Valley Tribal Council approval, that are necessary for the conduct of K'ima:w Medical Center business; and
- WHEREAS: Pursuant to policy direction from the Hoopa Valley Tribal Council the K'ima:w Medical developed and operates an ambulance service that services the reservation and surrounding region
- WHEREAS: On October 7, 2015 the K'ima:w Medical Board approved a motion to enter into an agreement with the County of Humboldt (County), by which the County will provide contributing funds from Measure Z in an amount not to exceed \$267,543 to supplement the ambulance services provided to eastern Humboldt County; and
- WHEREAS: K'ima:w and the County are entering into an MOU entitled "MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF HUMBOLDT AND K'IMA:W MEDICAL CENTER" for purposes of defining the parties responsibilities and legal obligations; and

WHEREAS: Said MOU requires in paragraph 15(A) that K'ima:w execute and attach as an exhibit a formal Resolution of Limited Waiver of Sovereign Immunity; and

NOW THEREFORE BE IT RESOLVED: That the K'ima:w Medical Center grants the County a limited waiver of its sovereign immunity pursuant to the terms and conditions expressed in paragraph 15 of said Agreement.

BE IT FURTHER RESOLVED: That the K'ima:w Medical Center hereby incorporates this Resolution by reference into the above referenced Agreement and authorizes its attachment thereto as an exhibit.

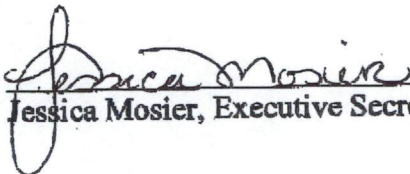
CERTIFICATION

I, the undersigned, as Chairman of the K'ima:w Medical Center Governing Board, do hereby certify that the K'ima:w Medical Center Governing Board is composed of seven members of which 6 were present, constituting a quorum, at a regular meeting thereof, duly and regularly called, noticed, convened and held this 27th day of October, 2015; and that this Resolution was adopted by a vote of 6 FOR and 0 AGAINST, and that said Resolution has not been rescinded or amended in any way.

Dated this 27th day of October, 2015.


Rod Mendes, Chairman
K'ima:w Medical Center Governing Board

ATTEST:


Jessica Mosier, Executive Secretary