

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
K'IMA:W MEDICAL CENTER  
FOR FISCAL YEAR 2019-2020**

This Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and 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:

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, without limitation, 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 cannabis 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 March 4, 2019, KMC submitted a Measure Z application, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference as if set forth in full, to the Citizens’ Advisory Committee requesting an allocation in the amount of Three Hundred Seventy Thousand Eleven Dollars (\$370,011.00) for the purpose of paying the costs and expenses associated with providing emergency medical services in the eastern portion of Humboldt County; and

WHEREAS, on April 16, 2019, the Humboldt County Board of Supervisors approved the Measure Z application submitted by KMC in the amount of Two Hundred Fifty-Nine Thousand Eight Dollars (\$259,008.00) through June 30, 2020; and

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

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto agree as follows:

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1. COUNTY OBLIGATIONS:

COUNTY shall provide KMC with an amount not to exceed Two Hundred Fifty-Nine Thousand Eight Dollars (\$259,008.00) for the purpose of paying the costs and expenses associated with providing emergency medical services in the eastern portion of Humboldt County.

2. KMC OBLIGATIONS:

- A. Provision of Emergency Medical Services. KMC shall continue to provide emergency medical services, including, without limitation, Advance Life Support services administered by appropriately trained paramedics, twenty-four (24) hours per day, seven (7) days per week, to the residents, vendors and visitors within the service coverage area set forth in Exhibit G – Service Coverage Area – which is attached hereto and incorporated herein by reference as if set forth in full.
- B. Operation of the Willow Creek Ambulance Base. KMC shall continue to operate and maintain one (1) ambulance in the Willow Creek Ambulance Base for the purpose of providing emergency medical services in the eastern portion of Humboldt County.
- C. Quarterly and Final Reports. KMC shall 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 as if set forth in full. 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 as if set forth in full.
- D. Social Media. KMC shall post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on KMC-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference as if set forth in full. For purposes of this MOU, social media includes, without limitation, Facebook, Twitter, Instagram and Snapchat.
- E. Recognition of Measure Z Funding. 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, 2019 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any local, state or federal laws, regulations or standards applicable to its performance hereunder.
- B. Termination without Cause. Either party may terminate this MOU without cause by providing the other party with thirty (30) days advanced written notice. Receipt of such notice by either party shall begin the thirty (30) day period required for termination. KMC shall be entitled to an appeal before the Humboldt County Board of Supervisors upon receipt of the termination notice.

- C. Termination due to 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 KMC thirty (30) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation upon Termination. In the event this MOU is terminated, KMC shall be entitled to compensation for uncompensated emergency medical services provided hereunder 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 KMC.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the emergency medical services provided, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Two Hundred Fifty-Nine Thousand Two Hundred Eight Dollars (\$259,208.00). KMC 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. KMC shall set forth the specific rates and costs applicable to the emergency medical services to be provided pursuant to the terms and conditions of 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 as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by KMC, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of KMC. KMC shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which KMC estimates that the maximum payable amount will be reached.

6. PAYMENT:

KMC shall submit to COUNTY quarterly invoices itemizing all emergency medical services provided, and 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 as if set forth in full. KMC shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination of this MOU. Payment for emergency medical services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office  
Attention: Neftali Rubio-Mills, Senior Administrative Analyst  
825 Fifth Street, Room 112  
Eureka, California 95501

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7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions 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

KMC: K'ima:w Medical Center  
Attention: Dr. Emmet Chase, Chief Executive Officer  
P.O. Box 1288  
Hoopa, California 95546

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. KMC agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the emergency medical services provided 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 debits and credits for the emergency medical services provided 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 KMC, and its subcontractors, related to the emergency medical services provided 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. KMC 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. COUNTY, and any other duly authorized local, state and/or federal agencies, may request interviews of KMC employees who have information related to such records. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the emergency medical services provided pursuant to the terms and conditions of this MOU, including, without limitation, the costs of administering this MOU.
- C. Submittal of Records to North Coast Emergency Medical Services. KMC will continue to maintain and provide financial and performance records to North Coast Emergency Medical Services in accordance with COUNTY's record retention requirements.

9. MONITORING:

KMC agrees that COUNTY has the right to monitor any and all activities related to the Willow Creek ambulance service, including, without limitation, the right to review and monitor all records, policies and procedures pertaining thereto, as well as KMC's overall performance hereunder, at any time, in order to ensure compliance with the terms and conditions of this MOU. KMC will cooperate with a corrective action plan, if deficiencies in KMC's records, policies, procedures or overall performance

hereunder are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of KMC's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, KMC may receive information that is confidential under local, state or federal law. KMC 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, without limitation: 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, but not limited to, 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 Requirements. Each party hereby acknowledges 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 requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

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

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, KMC certifies 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 subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. KMC 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, KMC'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 KMC from liability under this provision. This provision shall apply to all claims for damages related to KMC'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 KMC hereunder.

14. INSURANCE REQUIREMENTS:

The emergency medical services provided by KMC pursuant to the terms and conditions of this MOU are covered by the Federal Tort Claims Act in accordance with Sections 450f(d) and 458aaa-15 of Title 25 of the United States Code.

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 KMC shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. KMC shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party agrees to comply with any and all local, state, federal and tribal laws, regulations and standards applicable to the emergency medical services provided pursuant to the terms and conditions of this MOU.
- B. Licensure Requirements. Each party agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to the emergency medical services provided pursuant to the terms and conditions of this MOU.
- C. Accessibility Requirements. Each party agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each party agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the County of Humboldt's Conflict of Interest Code, all as may be amended from time to time.

17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions 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, REGULATIONS AND STANDARDS:

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. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY:

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

A. Limited Waiver and Consent to Suit. KMC waives its sovereign immunity and consents to suit as to “Covered Claims” as defined in Section 19(B)(1) of this MOU. KMC’s governing body has executed a formal resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit H – Resolution of Limited Waiver of Sovereign Immunity – and incorporated herein by reference as if set forth in full.

B. Conditions and Limitations. The limited waiver of sovereign immunity and consent to suit set forth herein is subject to the following conditions and limitations:

1. Covered Claims. The limited waiver of sovereign immunity and consent to suit set forth herein 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. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to COUNTY, and not to any other person, group or entity, including, without limitation, any commercial or governmental entities.
3. Covered Courts. The limited waiver of sovereign immunity and consent to suit set forth herein 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. The limited waiver of sovereign immunity and consent to suit set forth herein is specifically limited to an award of monetary damages constituting a reimbursement of funds for obligations not performed by KMC under the terms and conditions of this MOU. The limited waiver of sovereign immunity and consent to suit set forth herein specifically does not allow for recovery of attorney’s fees or other costs associated with litigation of Covered Claims.
5. Duration. Notwithstanding any applicable statute of limitations or other law, the limited waiver of sovereign immunity and consent to suit set forth herein 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 the limited waiver of sovereign immunity and consent to suit set forth herein shall remain effective for any proceeding then pending, and all appeals arising therefrom, until the underlying legal claims have been fully resolved.

20. 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.

21. 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.

22. 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.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 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.

24. 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.

25. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

26. STANDARD OF PRACTICE:

KMC 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. KMC's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

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:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. COUNTY shall provide to KMC suggested language, and a Measure Z Logo, for all press releases. In addition, KMC 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 in accordance with the notice requirements set forth herein.

29. SUBCONTRACTS:

KMC shall obtain prior written approval from COUNTY before subcontracting any of the emergency medical services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensure and confidentiality requirements set forth herein. KMC shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all emergency medical services provided by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL OF PROVISIONS:

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.

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. 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, without limitation, 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.

35. 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.

36. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

37. 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 hereto have entered into this MOU as of the first date written above.

K'IMA:W MEDICAL CENTER:

By:   
Dr. Emmet Chase, Chief Executive Officer

Date: 10/01/2019

COUNTY OF HUMBOLDT:

By: \_\_\_\_\_  
Amy S. Nilsen County Administrative Officer  
*(Pursuant to the authority granted by the  
Humboldt County Board of Supervisors on  
November 19, 2019 [Item 19-1625])*

Date: \_\_\_\_\_

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:   
Risk Management

Date: 10/30/19

**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
- Exhibit G – Service Coverage Area
- Exhibit H – Resolution of Limited Waiver of Sovereign Immunity

# 45 - LATE SUBMISSION

GLENN ZIEMER, Vice Chair – First District

ERNIE BRANSCOMB, Second District

GINGER CAMPBELL, Third District

NICHOLAS KOHL, Fourth District

VIVIENNA ORCUTT, Fifth District



LORA CANZONERI, At-Large

RICH AMES, At-Large

SEAN ROBERTSON, Fire Chiefs Assoc.

WILLIAM HONSAL, Sheriff's Department

JUSTIN ROBBINS, Alternate

SCOTT BINDER, Alternate

## CITIZENS' ADVISORY COMMITTEE ON *MEASURE Z* EXPENDITURES

The Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures is now accepting applications for funding.

*Measure Z*, Humboldt County's Public Safety/Essential Services Measure, was passed by the voters of Humboldt County in the November 2014 general election.

*Measure Z* will provide funds to maintain and improve public safety and essential services, such as:

- Investigating violent crimes, including rape and domestic violence;
- Maintaining 911 emergency response times;
- Ensuring on-duty Sheriff's deputies;
- Providing drug treatment programs;
- Providing services for the victims of child abuse;
- Repairing roads;
- Maintaining rural fire protection and ambulance services; and
- Cleaning up environmentally-damaging marijuana farms and illegal dumping.

If you believe you provide public safety or essential services for Humboldt County, and would like to apply for *Measure Z* funding, an application for funding may be obtained on the County's website at [www.humboldt.gov](http://www.humboldt.gov), or by contacting Elishia Hayes, in the Humboldt County Administrative Office at (707) 445-7266.

APPLICATIONS FOR FUNDING MUST BE FILED WITH THE COUNTY ADMINISTRATIVE OFFICE BY 5:00 P.M. ON February 25, 2019. POSTMARKS ARE NOT ACCEPTABLE FOR MEETING THIS DEADLINE. LATE APPLICATIONS WILL NOT BE CONSIDERED.

Glenn Ziemer

Committee Vice Chair



## 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: K'IMA:W MEDICAL CENTER/HOOPA VALLEY TRIBE

Mailing Address: P.O. BOX 1288, HOOPA, CA. 95546

Contact Person: STEPHEN STAKE

Title: INTERIM CEO

Telephone: (530) 625-4261 EXT. 288

E-mail address: CEO@KIMAW.ORG

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2019-20: \$ 370,011
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: TRIBAL ENTITY

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

**K'ima:w Medical Center, an entity of the Hoopa Valley Tribe, maintains an ambulance base in Willow Creek in addition to the ambulance base on the reservation. The Willow Creek base serves an estimated 1,710 residents of Willow Creek and surrounding areas (based on the 2010 Census), plus 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). This segment experiences a collision rate of 99 annually, including 43 fatal and injury collisions. Actual fatal collision rate is 1.7 greater than the State average for similar areas. (Source: Traffic Accident Surveillance and Analysis System-TASAS for the period of July 2006 to January 2009).**

**The largest component of cost is staffing 24 hours per day, 365 days, per year. The cost of maintaining meaningful emergency services in a largely rural, some might say frontier area requires substantial additional levels of training and stocking additional types of medical supplies and specialized equipment to sustain life for patients needing a transport to the nearest emergency room. The Willow Creek and Hoopa Bases are equipped the same so that the services can respond to separate, simultaneous incidents. The Hoopa base is more than 15 minutes from Willow Creek (the detour to Willow Creek is approximately 40 minutes from Hoopa).**

**4. 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?**

**K'ima:w Medical Center has a full-time dedicated biller for the program which has improved the amount of reimbursement to the program. The ambulance service will never be profitable on its own since the reimbursement is low for ambulance runs and the number of runs per day will not fully support this vital program. Each year, we request funding from the Indian Health Service for the ambulance service. We haven't received any funding for this service. Each year, we submit a cost report to the Ground Emergency Medical Transportation (GEMT) program through DHCS for additional reimbursement from the State of California.**

**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?**

**K'ima:w Medical Center funds the Willow Creek Ambulance base from Medi-Cal, Medicare, and private insurance reimbursement from other medical and dental services offered at our facility. In addition, we receive some additional reimbursement from the State of California Ground Emergency Medical Transport (GEMT) program for Medi-cal reimbursable services. Most of the GEMT funds are not generated in the Willow Creek Area, but the reimbursement improves our sustainability of the ambulance service as a whole.**

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

**The Measure Z funds are being used to develop baseline costs for operating an ambulance service out of the Willow Creek Area. The Tribe has provided this service for many years without any contributions from outside agencies. The Hoopa Tribe can no longer fully fund the ambulance service solely. The Measure Z funds provide a stop-gap (continuation of the service) to assess the viability and support of a Community Safety District or other funding is identified by the County of Humboldt.**

**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.**

**No, this proposal will not require new or expanded activity on the part of another entity.**

**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. X Yes  No**

**All expenses are necessary and should be considered recurring to keep the Willow Creek Base operational.**

**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: 2/24/19 SIGNATURE: 

**SUBMIT THIS APPLICATION TO:**

Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures c/o  
County Administrative Office  
825 Fifth Street, Room 112 Eureka,  
CA 95501-1153

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FY 19/20 HOOPA AMBULANCE BUDGET  
WILLOW CREEK BASE

Descriptions	Total Base Costs	Humboldt County Portion Only
<b>A. Personnel Costs</b>		
Willow Creek		
Title: EMS DIRECTOR/PARAMEDIC		
Salary and Benefits		
Calculation:	44,525.00	\$ 41,186
Duties Description: Manage day to day operations and paramedic		\$ -
Title: PARAMEDIC (6) /EMT (3)		
Salary and Benefits		
Calculation:	285,977.00	\$ 264,529
Duties Description: Emergency medical care, standby time		\$ -
Title: ADMINISTRATIVE ASSISTANT/BILLER		
Salary and Benefits		
Calculation:	18,117.00	\$ 16,758
Duties Description: Manages office/3rd party billing		\$ -
Title: FRINGE BENEFITS		
Description: FICA, State Unemployment Insurance, Group Health Insurance, Tero,	141,914.00	\$ 131,270
Retirement, Worker's Compensation		\$ -
<b>Total Personnel:</b>	<b>490,533.00</b>	<b>\$ 453,743</b>
<b>B. Operational Costs (Rent, Utilities, Phones, etc.)</b>		
Title: VEHICLE LEASES		
Description: Monthly GSA Leases	37,059.00	\$ 34,280
Title: LEASES		
Description: Monthly Eureka Oxygen Leases	888.00	\$ 821
Title: RENT - FACILITY		
Description: Rent paid for base in Willow Creek	12,559.20	\$ 11,617
Title: UTILITIES		
Description: Electricity, propane, water, waste removal	5,500.00	\$ 5,088
Title: COMMUNICATIONS AND DISPATCH		
Description: Amount paid to Hoopa Tribal Police for dispatch services/Telephones	30,000.00	\$ 27,750
<b>Total Operating Costs:</b>	<b>86,006.20</b>	<b>\$ 79,556</b>
<b>C. Consumables/Supplies (Supplies and Consumables should be separate)</b>		
Title: SUPPLIES - MEDICAL		
Description: Pharmaceuticals and other medical care materials and supplies	5,000.00	\$ 4,625
Title: SUPPLIES - NON MEDICAL		
Description: Employee apparel, office and Administrative and cleaning supplies	2,500.00	\$ 2,313
Title: OTHER CONTRACTED SERVICES		
Description: Arcata/Mad River Ambulance coverage	5,000.00	\$ 4,625
Title: AUTO EXPENSE		
Description: Fuel for Ambulances/Repairs and Maintenance	23,000.00	\$ 21,275

FY 19/20 HOOPA AMBULANCE BUDGET  
WILLOW CREEK BASE

Descriptions	Total Base Costs	Humboldt County Portion Only
<b>Total Consumable/Supplies:</b>	<b>35,500.00</b>	<b>\$ 32,838</b>
<b>D. Transportation/Travel (Local and Out-of-County should be separate)</b>		
Title: TRAINING		\$ -
Description: Training	4,000.00	\$ 3,700
Title: TRAVEL		\$ -
Description: Travel expenses incurred	250.00	\$ 231
<b>Total Transportation/Travel Costs:</b>	<b>4,250.00</b>	<b>\$ 3,931</b>
<b>E. Other</b>		
Title: INSTRUMENTS AND MEDICAL EQUIPMENT		\$ -
Description: Medical instruments and other equipment as needed	1,500.00	\$ 1,388
Title: Licenses/Permits		\$ -
Description: Licenses/Permits	1,250.00	\$ 1,156
<b>Total Other Costs:</b>	<b>2,750.00</b>	<b>\$ 2,544</b>
		\$ -
<b>Total:</b>	<b>619,039.20</b>	<b>\$ 572,611</b>
less 7.5% for Trinity County:	46,427.94	
Projected Revenue (less 7.5% Trinity County):	202,599.98	\$ 202,600
		\$ -
<b>Requested Amount:</b>	<b>370,011.29</b>	<b>\$ 370,011</b>



**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORT**  
 K'ima:w Medical Center  
 Fiscal Year 2019-2020

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. KMC 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 March31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on MOU term	One (1) month after MOU expiration

2. SUBMISSION OF REPORTS:

All reports should be emailed to [cao@co.humboldt.ca.us](mailto: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**  
K'ima:w Medical Center  
Fiscal Year 2019-2020



**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.
- 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**  
K’ima:w Medical Center  
Fiscal Year 2019-2020

1. DUE DATES:

KMC will post Measure Z updates on KMC-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 KMC will post Measure Z updates:

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

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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, KMC’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
<b>A. Personnel Costs</b>			
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:			
<b>Total Personnel:</b>		<b>0.00</b>	<b>0.00</b>
<b>B. Operational Costs (Rent, Utilities, Phones, etc.)</b>			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
<b>Total Operating Costs:</b>		<b>0</b>	<b>0</b>
<b>C. Consumables/Supplies (Supplies and Consumables should be separate)</b>			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
<b>Total Consumable/Supplies:</b>		<b>0</b>	<b>0</b>

ATTACHMENT II - EXHIBIT E

Budget

Agency Name

Invoice Date: \_\_\_\_\_

Invoice # MZ- \_\_\_\_\_

Invoice Period: \_\_\_\_\_

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

## ATTACHMENT II - EXHIBIT F

### Measure Z - Invoice

<b>Agency Name</b> <b>Coordinator/Contact</b> <b>Address</b> <b>Phone</b>
--

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	
		<b>\$0.00</b>

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:

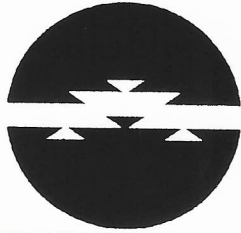
**COUNTY OF HUMBOLDT**  
 County Administrative Office  
 825 Fifth Street, Room 112  
 Eureka Ca 95501



(707) 445-7266

\_\_\_\_\_ Date

\_\_\_\_\_ Date



# K'ima:w Medical Center

P.O. Box 1288, Hoopa, California 95546

Telephone (530) 625-4261

Admin Fax: (530) 625-4842 Medical Fax: (530) 625-4781

An entity of the Hoopa Valley Tribe

*C Colter L0120 67.58*

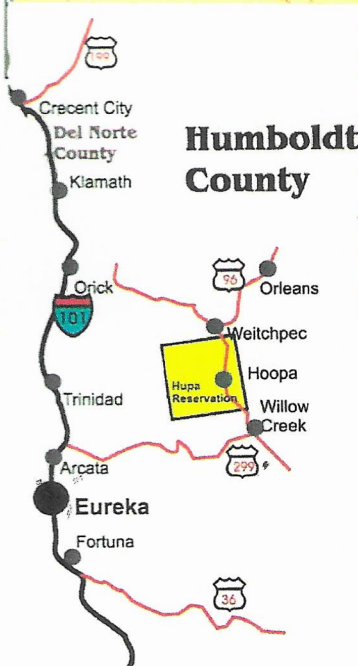
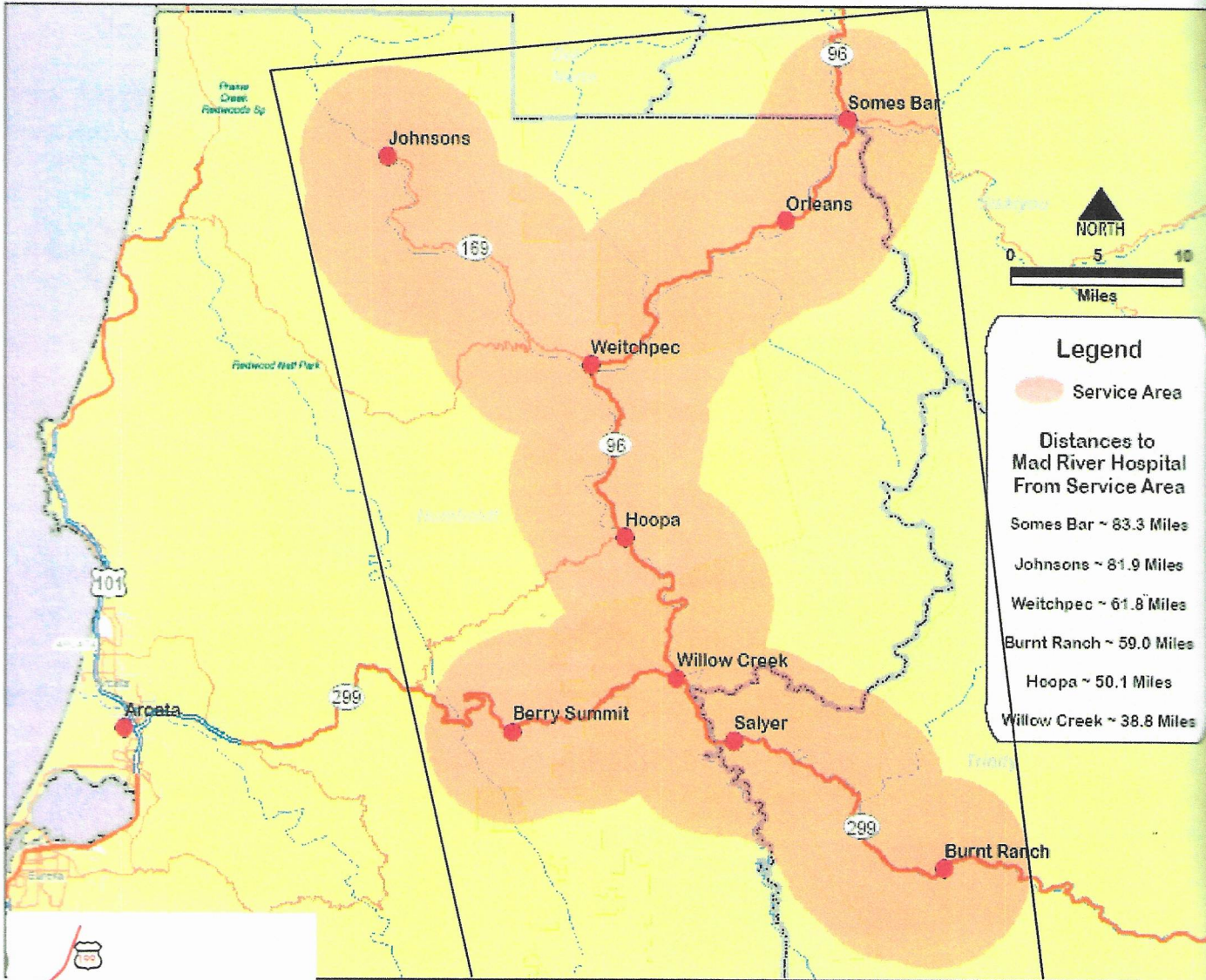
## HOOPA AMBULANCE LISTING OF CHARGE

BLS BASE RATE .....A0429- \$1200.00  
 EMERGENCY ..... INCLUDED IN BASE RATE  
 DRESSINGS .....INCLUDED IN BASE RATE  
 STERILE WATER .....INCLUDED IN BASE RATE  
 DISPOSABLES ..... INCLUDED IN BASE RATE  
 OFF PAVED ROADS ..... INCLUDED IN BASE RATE  
 RESTRAINTS .....INCLUDED IN BASE RATE  
 URINAL/FRACTURE PAN .....INCLUDED IN BASE RATE  
  
 ALS BASE RATE ..... A0427-\$1900.00  
 ELECTROCARDIOGRAM ..... 93041 (3 LEAD) \$32.68/93005 (12 LEAD) \$90.92  
 EMERGENCY .....INCLUDE D IN BASE RATE  
 IV INITIATION AND MAINTENANCE ..... A0394-\$84.00  
 DRESSINGS ..... INCLUDED IN BASE RATE  
 STERILE WATER .....INCLUDED IN BASE RATE  
 DISPOSABLES ..... INCLUDED IN BASE RATE  
 OFF PAVED ROAD ..... INCLUDED IN BASE RATE  
 RESTRAINTS ..... INCLUDED IN BASE RATE  
 URINAL/FRACTURE PAN ..... INCLUDED IN BASE RATE  
  
 ALS2 BASE RATE ..... A0433-\$1950.00  
 EMERGENCY ..... INCLUDED IN BASE RATE  
 ELECTROCARDIOGRAM .....93041 (3 LEAD)\$32.68/93005(12 LEAD)\$90.92  
 IV INITIATION AND MAINTENANCE ..... A0394-\$84.00  
 DRESSINGS ..... INCLUDED IN BASE RATE  
 STERILE WATER ..... INCLUDED IN BASE RATE  
 DISPOSABLES ..... INCLUDED IN BASE RATE  
 OFF PAVED ROAD ..... INCLUDED IN BASE RATE  
 RESTRAINTS .....INCLUDED IN BASE RATE  
 URINAL/FRACTURE PAN ..... INCLUDED IN BASE RATE  
  
 BLS/ASL/ALS2 GROUND MILEAGE PER MILE .....A0425-\$30.40  
 ELECTROGRAM ..... 93041(3 LEAD)\$32.68/93005(12 LEAD)\$90.92  
 EXTRA ATTENDANT ..... A0424-\$125.00  
 STANDBY .....A0420 PER HALF HOUR INCREMENTS  
 SPINAL IMMOBILIZATION ..... A0999-\$125.00  
 OXYGEN ..... A0422-\$150.50  
 HOT/COLD PACK ..... A0999-\$10.00  
 NIGHT CALL .....PARTNERSHIP AND MEDICAL UJ MODIFER  
 DRY RUN .....PARTNERSHIP AND MEDICAL A0492-\$1200/A0998-\$480.00

MODIFIERS USES:S-SCENE,R-RESIDENCE,H-HOSPITAL,P-PHYSICIAN OFFICE,I-HAND OFF SITE

CURRENT CHARGES AS OF 7/26/2018  
CAROLYN LEWIS/AMBULANCE BILLING

# K'ima:w Medical Center Ambulance Service Coverage area



## Location

The Hoopa Valley Indian Reservation (like many other tribes) is located in a remote area with difficult terrain – in our case this terrain is mountainous. The nearest hospital is approximately fifty-five miles from the reservation. We provide service to a large geographical area that includes portions of the Yurok and Karuk Indian Reservations. Many transports can be as much as 2 to 3 hours travel time one-way to the nearest hospital. The roads are windy, the terrain is mountainous and steep, and, in the winter, the roads are even more dangerous due to snow and ice. Also, the nearest hospital is a level 4 hospital which can handle basic emergency room protocols. Surgical interventions may require an additional transport of 15 miles to a different hospital.



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

RESOLUTION NO: 002

DATE APPROVED: SEPTEMBER 19, 2019

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 September 17, 2019 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 \$259,008.00 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 19(A) that K'ima:w execute and attach as an exhibit a formal Resolution of Limited Waiver of Sovereign Immunity; and

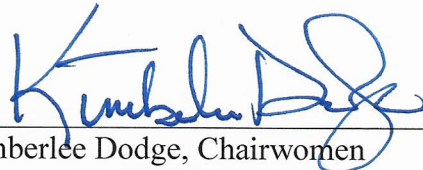
NOW THEREFORE BE IT RESOLVED: That the K'ima:w Medical Center grants the County a limited waiver of its sovereign immunity pursuant to the terms and conditions expressed in paragraph 15 of said Agreement.

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 5 were present, constituting a quorum, at a regular meeting thereof, duly and regularly called, noticed, convened and held this 17th day of September, 2019; and that this Resolution was adopted by a vote of 5 FOR and 0 AGAINST, and that said Resolution has not been rescinded or amended in any way.

Dated this 19th day of September, 2019



\_\_\_\_\_  
Kimberlee Dodge, Chairwomen  
K'ima:w Medical Center Governing Board

ATTEST:



\_\_\_\_\_  
Jessica Mosier, Executive Secretary