

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
K'IMA:W MEDICAL CENTER
FOR FISCAL YEAR 2018-2019**

This Memorandum of Understanding ("MOU"), entered into this 2 day of October, 2018, 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, but not limited to, the areas of health, law enforcement and public safety; and

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

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

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

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

WHEREAS, on February 23, 2018, KMC submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Three Hundred Ten Thousand One Hundred Thirteen Dollars (\$310,113.00) for the purpose of paying the costs and expenses associated with providing emergency medical services in the eastern portion of Humboldt County, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 26, 2018, the Humboldt County Board of Supervisors approved the Measure Z application submitted by KMC in the amount of Two Hundred Fifty-Nine Thousand Two Hundred Eight Dollars (\$259,208.00) through June 30, 2019; 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 will provide KMC with an amount not to exceed Two Hundred Fifty-Nine Thousand Two Hundred Eight Dollars (\$259,208.00) 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. General Requirements. KMC will 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.
- B. Willow Creek Ambulance Base. KMC will continue to operate and maintain one (1) ambulance in the Willow Creek Ambulance Base which shall provide emergency medical services to the eastern portion of Humboldt County.
- C. Quarterly and Final Reports. KMC will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- D. Social Media. KMC will 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. For purposes of this MOU, social media includes, but is not limited to, 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, 2018 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. 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 ordinance, regulation or other law applicable to its performance herein.
- B. 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 to the Humboldt County Board of Supervisors upon receipt of the termination notice.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In

the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide 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 rendered, 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 for the emergency medical services provided 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.
- 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. 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 rendered, 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. KMC shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for law enforcement services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by KMC shall be sent to COUNTY at the following address:

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

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses

set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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

KMC: K'ima:w Medical Center
Attention: ~~Emmet Chase~~, **Keith Dobbs**, 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, but not limited to, 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 all activities related to the Willow Creek ambulance service, including, without limitations the right to review and monitor records, programs or procedures related thereto, 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. KMC will cooperate with a corrective action plan, if deficiencies in KMC's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of 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, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. COMPLIANCE WITH ANTI-DISCRIMINATION LAWS:

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

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 Title 25 of the United States Code Sections 450f(d) and 458aaa-15.

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, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. KMC shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

KMC 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. KMC further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS AND RULES:

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

19. 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 19(B)(1) below. 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.

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.

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 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.

24. 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.

25. 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.

26. 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.

27. JURISDICTION AND VENUE:

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

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to 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.

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 licensing, certification and confidentiality requirements set forth herein. KMC shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL:

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

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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, 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.

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, 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.

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.

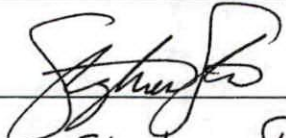
36. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

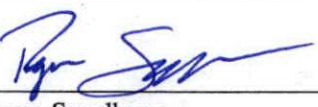
IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

K'IMA:W MEDICAL CENTER:

By: 
Name: Stephen Stake
Title: COO / AONG CEO


Date: 9/7/18

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 10/2/18

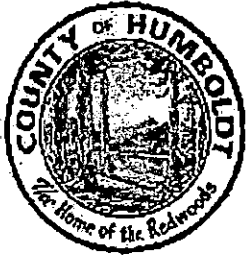
INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 9/28/18

LIST OF EXHIBITS:

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Schedule of Rates
- Exhibit F – Measure Z Invoice Form
- Exhibit G – Service Coverage Area
- Exhibit H – Resolution of Limited Waiver of Sovereign Immunity



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: Keith Dobbs

Title: CEO

Alternate Contact: Mary Benedict

Title: Controller

Telephone: (530) 625-4261 ext. 225 or 287

E-mail address: keith.dobbs@kimaw.org

mary.benedict@kimaw.org

RECEIVED
FEB 23 2018
CAO

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2018-19: \$ 310,113

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

Each year, we request funding from the Indian Health Service. We hired an on-staff grant writer that will research and identify other funding sources. We are requesting assistance from neighboring Tribes and Trinity County to contribute to the cost of this vital life-saving service. By 2020, we hope to work with Humboldt County to design and implement a Community Safety District through the Local Agency Formation commission (LAFCO) process or other funding will be identified to sustain the Willow Creek base.

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. Yes No

All expenses recurring to keep the Willow Creek Base is operational.

Wages and Fringe:	\$ 417,938
Supplies:	\$ 18,775
Equipment/Instruments:	\$ 3,000
GSA Lease:	\$ 24,000 (GSA increased our monthly lease beginning 3/1/18)
Auto Expense:	\$ 26,000 (cost of fuel and repairs)
Standby Services:	\$ 6,000
Rent:	\$ 11,400 (cost of base rental increased by landlord)
Utilities:	\$ 5,500
Communications/Dispatch:	\$ 30,000
Travel/Training:	\$ 2,500
Admin (IDC):	\$ 54,511 (10% IDC rate to cover administration and fiscal costs)
Total Expenses:	\$ 599,624 (less 13% Trinity County portion: \$ 77,951)
Revenue offset:	\$ 211,560 (Willow Creek portion only)
Total recurring budget:	\$ 310,113

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: 23 Feb 18

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

Attachment 1: Proposal Narrative

The K'ima:w Medical Center, an entity of the Hoopa Valley Tribe respectfully requests financial assistance through Measure Z for continued operations of its Willow Creek ambulance base. Our request is for \$310,113 for year four representing operational expenses. We understand that funding may be provided for additional periods through year 5; annual recurring funding will be needed to maintain the Willow Creek Ambulance Base.

The need for this funding has been a high level of concern of the citizens of Eastern Humboldt County. An 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."

In a letter dated Feb 16, 2016, Lieutenant B.M. Fabbri, Acting Command for the Department of California Highway Patrol for Humboldt Area wrote: "The Hoopa Valley Ambulance Service is a critical element in the goals and objectives of the CHP to reduce death and injuries on state routes and county maintained roadways. Our success is incumbent upon an ambulance service with advanced life-saving equipment, and reliable response times as low as possible. The CHP supports your efforts and are hopeful that the Hoopa Valley Ambulance service receives the funding they need to maintain services to the Hoopa Valley and beyond." (Copy of letter available upon request)

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 area.

The Hoopa/Willow Creek ambulances responded to 1,223 calls in 2017. Of the 1,223 calls, 428 of those calls generated from the Willow Creek, Burnt Ranch, and Salyer area. Of the (428) calls (44) calls were Motor Vehicle Accidents (MVA) and of the (44) MVA's (14) were over-the-bank. Of the (44) MVA's (2) people were taken by helicopter. The result of losing the service that is based in Willow Creek could potentially be devastating; resulting in either a complete lack of coverage for the area or an increased wait time for an ambulance to arrive.

The Willow Creek satellite service, which has been in the area for about two decades, may come to an end if additional funding isn't secured since the Tribe can no longer financially support this area due to low reimbursement rates, increased expenses, low volume of runs, and other economic factors. Plans to sustain the project after Measure Z funding includes more aggressive collection processes and the development and support from a Community Safety District or other funding identified by the County.

Attachment 2: Prior Year Results

The funding K'ima:w Medical Center receives from Measure Z has enabled us to keep the Willow Creek base operational while Humboldt County staff work on the development of a Community Safety District. Our second ambulance (based in Willow Creek) is fully staffed with ALS coverage 24 hours per day, 365 days per year. The ambulance base is located just out of Willow Creek with ease of access to State Highway 299. The ambulances are equipped with the highly advanced ALS equipment, which includes 12-lead heart monitors, external pacing, auto blood pressure cuffs, and pulse oximeters, advanced intubation equipment, C-pap (advanced breathing equipment), and interosseous (advanced IV equipment). Our crews are trained in low angle rope rescue and the ambulance carries 800 foot of rope, hardware to descend/ascend with the patient, and equipment to extricate the patient when needed. We are also equipped with water rescue equipment.

Hoopa Ambulance has been based in the Willow Creek area for many years. The Measure Z monies are enabling us to maintain complete emergency ALS coverage in an area that is 50 minutes away from any advanced medical care. Hoopa is always looking into modern ways and new technology to improve care and meet the highest level of emergency care in a super rural area. Ambulance Paramedics maintain high skill levels and ongoing continuous education training consists of 48 hours every 2 years. Field care audits are conducted every 2 months, and ongoing patient care auditing done is performed internally.

The last three years of funding have kept the Willow Creek Base operational. Revenue recovery has improved with the service having its own full-time dedicated biller. The program also bills the State of California and recovers some funds through the Ground Emergency Medical Transport (GEMT) program. K'ima:w Medical Center hired a full-time grant writer that is researching additional funding opportunities. Notable changes to our budget include increased lease expense for the GSA ambulances as a result of Indian Health Service no longer subsidizing ambulances for Tribes and the landlord will increase the rent expense. The calculation for the portion of the expenses for Trinity County increased to 13% based upon runs from that area, and this percentage has been applied to both revenue and expenses.

For 2017

Hoopa/Willow Creek Ambulances responded to 1,223 calls.

Of the 1,223 calls, 428 of those calls generated from the Willow Creek, Burnt Ranch, and Salyer area. Of the 428 calls, 44 calls were Motor Vehicle Accidents (MVA) and of the (44) MVA's (14) were over-the-bank rescues. Of the (44) MVA's (2) people were taken by helicopter and (2) Motor Vehicle Accident deaths.

The average transport time is 4 hours round trip. When both the Willow Creek and Hoopa ambulances are out of the response area due to transports to the hospital, K'ima:w Medical Center calls Arcata-Mad River Ambulance to provide ALS standby coverage. Hoopa does their best to provide necessary coverage to meet the community's needs for our super rural response area.

The Measure Z funds provide a stop-gap while the County of Humboldt develops and analyzes the viability of a Community Safety District or identifies other funding to support this service for the Willow Creek base.

K'ima:w Medical Center (Hoopa Valley Tribe)
WILLOW CREEK AMBULANCE BASE
MEASURE Z FUNDING REQUEST - FY 18/19

DESCRIPTION

PROJECTED REVENUE	243,172
(Less 13% Trinity County)	<u>(31,612)</u>
ESTIMATED ADJUSTED REVENUE	211,560
PERSONNEL EXPENSES	
WAGES	320,282
FRINGE BENEFITS	
FICA	21,244
STATE UNEMPLOYMENT INS	3,702
HEALTH INSURANCE	46,198
RETIREMENT (401K)	12,536
WORKERS COMPENSATION INS	<u>13,976</u>
TOTAL PERSONNEL COSTS	417,938
OPERATING EXPENSES	
AMBULANCE LEASE/REPAIRS	24,000
Equipment/Instruments (small)	3,000
Auto Expense	26,000
Standby Services-Arcata Amb	6,000
SUPPLIES	16,275
SUPPLIES-HOUSEHOLD ITEMS	2,500
RENT-Facility	11,400
UTILITIES	
ELECTRICITY	4,000
PROPANE	1,500
WATER	
WASTE REMOVAL	
COMMUNICATIONS AND DISPATCH	30,000
TRAINING /TRAVEL	2,500
ADMIN FEE	<u>54,511</u>
TOTAL OPERATING EXPENSES	181,686
TOTAL PROJECTED EXPENSES	599,624
(Less 13% Trinity County)	<u>77,951</u>
ESTIMATED HUMBOLDT COUNTY EXPENSES	521,673
HUMBOLDT CO. DEFICIT - FUNDING REQUEST	<u><u>310,113</u></u>

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
K'ima:w Medical Center
Fiscal Year 2018-2019

1. DUE DATES:

Quarterly reports are due one (1) month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. 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 March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One (1) month after MOU expiration

2. SUBMISSION OF REPORTS:

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

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

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
K'ima:w Medical Center
Fiscal Year 2018-2019



COUNTY OF HUMBOLDT – MEASURE Z
Report Form

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

Contact Name: _____ **Phone:** _____

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

I. QUARTERLY NARRATIVE

A. Results/Outcomes

- 1. Please describe the Measure Z activities completed.

- 2. How many people have been served and how?

- 3. Who has benefited from the enhanced services?

- 4. What difference did Measure Z funding make in our community and for the population you are serving? Please quantify the short-term impact of your project for the current year. *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*

- 5. Please quantify the long-term impacts of your project. This would be for the entire time period that Measure Z has funded your project.

- 6. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

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

A. Lessons Learned

- 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.

- 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS
K'ima:w Medical Center
Fiscal Year 2018-2019

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*)

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
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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 0.00

B. Operational Costs (Rent, Utilities, Phones, etc.)

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

Total Operating Costs: 0 0 0

C. Consumables/Supplies (Supplies and Consumables should be separate)

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

Total Consumable/Supplies: 0 0 0

ATTACHMENT II - EXHIBIT E

Budget

Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
--------------	---------	-----------------	-------------------

D. Transportation/Travel (Local and Out-of-County should be separate)

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

Total Transportation/Travel Costs: 0 0 0

E. Fixed Assets

Title:			
Description:			
Title:			
Description:			

Total Other Costs: 0 0 0

Invoice Total: 0.00

ATTACHMENT II - EXHIBIT F

Measure Z - Invoice

Agency Name Coordinator/Contact Address Phone
--

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

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

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

Signature and date: _____

Print Name and Title: _____

Send invoice to:

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



_____ Date

_____ Date

(707) 445-7266