

Attachment 12:
Southern Trinity Area Rescue Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
SOUTHERN TRINITY HEALTH SERVICES, INC. DBA
SOUTHERN TRINITY AREA RESCUE
FOR FISCAL YEAR 2017-2018**

This Memorandum of Understanding ("MOU"), entered into this 24th day of October, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Southern Trinity Health Services, Inc. dba Southern Trinity Area Rescue, a California non-profit corporation, hereinafter referred to as "STAR," is made upon the following considerations:

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

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

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

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

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

WHEREAS, on February 17, 2017, STAR submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Thirty-Nine Thousand Six Hundred Dollars (\$39,600.00) for the purpose of hiring up to two (2) paid Emergency Medical Technicians ("EMT") to ensure the continued provision of emergency medical services to certain rural areas of Humboldt County, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 27, 2017, the Humboldt County Board of Supervisors approved the Measure Z application submitted by STAR in the amount of Thirty-Nine Thousand Six Hundred Dollars (\$39,600.00) through June 30, 2018; and

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

NOW THEREFORE, the parties hereto mutually agree as follows:

1. COUNTY OBLIGATIONS:

COUNTY will provide STAR with an amount not to exceed Thirty-Nine Thousand Six Hundred Dollars (\$39,000.00) for the purpose of paying the expenses associated with hiring up to two (2) additional EMTs ("salary expenses") to ensure that STAR is able to continue providing emergency medical services to certain rural areas of Humboldt County.

2. STAR OBLIGATIONS:

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

3. TERM:

This MOU shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

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

////

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

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for salary expenses incurred pursuant to the terms and conditions of this MOU is Thirty-Nine Thousand Six Hundred Dollars (\$39,600.00). STAR agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for salary expenses incurred hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. STAR shall set forth the specific rates and costs applicable this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E – Schedule of Rates – and incorporated herein by reference.
- C. Additional Salary Expenses. Any additional salary expenses not otherwise provided for herein shall not be incurred by STAR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of STAR. STAR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which STAR estimates that the maximum payable amount will be reached.

6. PAYMENT:

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

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

7. NOTICES:

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

////

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

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

8. RECORD RETENTION AND INSPECTION:

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

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

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

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, STAR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. STAR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the

California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. INDEMNIFICATION:

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

14. INSURANCE REQUIREMENTS:

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

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

2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which STAR may be exposed to liability. STAR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of STAR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that STAR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

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

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

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

15. RELATIONSHIP OF PARTIES:

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

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

STAR agrees to comply with all local, state and federal laws and regulations applicable to STAR's obligations hereunder. STAR further agrees to comply with 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, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. SEVERABILITY:

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

20. ASSIGNMENT:

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

21. AGREEMENT SHALL BIND SUCCESSORS:

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

22. WAIVER OF DEFAULT:

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

23. STANDARD OF PRACTICE:

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

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

25. AMENDMENT:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

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

27. JURISDICTION AND VENUE:

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

28. ADVERTISING AND MEDIA RELEASE:

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

29. SURVIVAL:

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

30. FORCE MAJEURE:

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

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 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. ENTIRE AGREEMENT:

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

35. AUTHORITY TO EXECUTE:

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

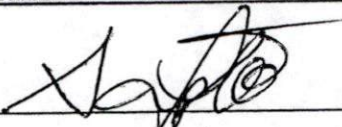
[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

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

By: 

Date: 8/15/17

Name: Lee Lupton

Title: CEO


By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: 
Virginia Bass
Chair Board of Supervisors

Date: 10/24/17

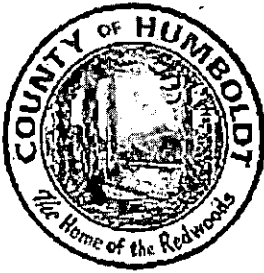
INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

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



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

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

APPLICATION FOR FUNDING

Agency Name: **Southern Trinity Area Rescue**

Mailing Address: **PO Box 4 Mad River CA 95552**

Contact Person: **Brooke Entsminger**

Title: **EMS Manager**

Telephone: **707-574-6616 x209**

E-mail address: **bjohnston@sthsclinic.org**

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2017-18: **\$ 39600.00**

2. ENTITY TYPE -- Please check appropriate box.

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

RECEIVED
FEB 17 2017
CAO

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

Southern Trinity Area Rescue (STAR) is the only 911 Ambulance response service in Eastern Humboldt/ Southern Trinity County off Hwy 36. STAR currently is an all-volunteer staffed, non-profit service; however, due to changes in local community and industry for the past four or five years we are having great trouble recruiting enough volunteers to fully staff the ambulance. This being said, our call volume is remained constant and is rising. STAR would is attempting a transition to having one or two paid EMT's to help alleviate some of the strain on the volunteers and make it possible for STAR to continue to serve it's community and provide emergency medical care to this rural part of the county.

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

Please see question 5

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

STAR is constantly applying for grant funding to improve its service along with volunteer led fundraisers, donations, financial support from Trinity County, and patient billing revenue. Currently, along with all of these funding sources STAR also relies on its umbrella company, Southern Trinity Health Services (STHS), to help with its operational costs. At this point STHS is unable to divert any more funds to STAR than it already does, so we are looking into other funding sources such as Measure Z to keep STAR operational. In the future we are hoping to improve our billing revenue and we have high hopes of being a part of the funding dispersed through Measure S, as well as applying for some more long term grants. Rural ambulance service is a non-profit business by nature and small communities that rely on it will always need supplemental, which are often transient, funds to keep it operational.

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

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

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

N/A

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: 2/13/17

SIGNATURE: 

SUBMIT THIS APPLICATION TO:

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

Southern Trinity Area Rescue Project Narrative

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

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

Currently we are at a critical point. Due to changes in community and industry in our area, from mainly timber harvest to cannabis, our call volume is still steadily rising, while our number of volunteers has shrunk drastically. We are at the point of needing to hire a full time EMT to supplement our volunteer shifts to keep STAR fully staffed and operational. A paid EMT to staff the ambulance two days a week (48 hours) would give our volunteers the relief they need to continue performing the great service they provide.

STAR is asking to be granted Measure Z funds to pay for this EMT position so we can ensure the critical continuous emergency medical coverage for our area in the future.

STAR recognizes that eastern Humboldt County is only a part of its response area, however, on average 25% of our resources are spent in Humboldt County, or on Humboldt County residents, below are the emergency medical call numbers responded to by STAR for the past year, as well as the attached Profit and Loss to see our total costs in the past 12 months.

Call Summary 2016

	Humboldt	Trinity	Other County/State or Country
Total Emergency Medical Calls	51	167	0
Yearly Percent of Calls	23%	77%	0%
County of Residence for Patient Treated	50	110	19
Yearly Percent	28%	61%	11%

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

Program Budget

EMT Position	\$31200.00
40 hour/week	
@ \$15.00 per hour	

Full Time Employee Benefits	\$8400.00
-----------------------------	-----------

Total Project Cost	\$39600.00
--------------------	------------

Please see attached budget sheets for the last 12 months of STAR regular budget and expenditures.

3:20 PM
02/15/17
Accrual Basis

Southern Trinity Area Rescue Medical Services
Profit & Loss by Class
July 2015 through June 2016

Ordinary Income/Expense

Income

4000 - Patient Revenue	
4049 - Managed Med-Cal	4,912.50
4050 - Medi-Cal	18,207.73
4053 - Medi-Cal Adjustments	-24,173.42
4300 - Corporate/Business Grants	2,317.60
Total 4200 - Contributed Support	58,534.83
4700 - Special Events	
4740 - Non-Gift Revenue - Rifle Raffle	-233.87
Total 4700 - Special Events	-62.65

Total Income 70,080.59

Cost of Goods Sold

4900 - Cost of Goods Sold	
4910 - Pharmacy	4.27
4900 - Cost of Goods Sold - Other	0.00
Total 4900 - Cost of Goods Sold	4.27
Total COGS	4.27

Gross Profit 70,076.32

Expense

5000 - Payroll Expenses	
5010 - Salaries & Wages	32,661.20
5015 - Payroll Taxes	2,932.57
5020 - Employee Benefits	
5021 - Air Ambulance Ins.	0.00
5023 - Dependent Health Ins.	6,532.24
5024 - Employee 403b	0.00
5025 - Employee Medical Ins.	110.00
5027 - Vision	0.00
5028 - Employee Dental Insurance	0.00
5029 - Dependent Dental Ins.	0.00
5030 - Workers Comp	0.00
5037 - Vision - Dependent	30.00
Total 5020 - Employee Benefits	6,672.24
5000 - Payroll Expenses - Other	0.00
Total 5000 - Payroll Expenses	42,266.01
5100 - Contracted Services & Fees	
5105 - Accounting Services	0.00
5106 - Billing Fees	2,408.66
5135 - Finger Printing Fees	195.00
5165 - Tech Support/Maintenance Fees	392.00
Total 5100 - Contracted Services & Fees	2,995.66
5300 - Other Clinic Operating Expense	
5305 - Books & Publications	1,435.97
5310 - Dues, Memberships, Subscription	761.79
5315 - Equipment Rental	2,196.24
5340 - Insurance Expenses	
5341 - Ambulance Insurance	17,886.00
5343 - Directors & Officers Liability	3,200.00
Total 5340 - Insurance Expenses	21,086.00
5350 - Licenses/Permits/Taxes	256.00
5360 - Postage and Delivery	135.55
5370 - Printing and Reproduction	133.14
5380 - Recruitment	
5381 - Staff Recruitment	0.00
5385 - Employee Retention/Bonus	7,795.00
Total 5380 - Recruitment	7,795.00
5390 - Reference Materials	0.00
5400 - Supplies	

3:20 PM
02/15/17
Accrual Basis

Southern Trinity Area Resource Center
Profit & Loss by Class
July 2015 through June 2016

5419 - Pharmacy (Professional)	2,818.40
5420 - Medical (Professional)	4,686.47
5425 - Patient Education	0.00
5430 - Office Supplies	670.61
5440 - Small Equipment	3,827.06
Total 5400 - Supplies	12,002.54
5500 - Vehicle Expense	
5510 - Fuel	3,297.41
5531 - Maint Amb 304	4,450.10
5532 - Maint Amb 305	3,504.18
5533 - Maint Senior Van	0.00
5536 - Large Bus	0.00
Total 5500 - Vehicle Expense	11,251.69
6000 - Occupancy Expenses	
6020 - Rent, Parking, Other Occupancy	1,600.00
6030 - Repairs/Maintenance	
6031 - Building Repairs & Minco	22.19
Total 6030 - Repairs/Maintenance	22.19
6040 - Telephone	
6041 - General Telephone	1,225.00
6500 - Utilities	
6502 - Gas and Electric	283.80
6503 - Waste Disposal	100.44
6504 - Water	87.84
Total 6500 - Utilities	0.00
Total 6000 - Occupancy Expenses	3,341.46
66900 - Reconciliation Discrepancies	0.00
7000 - Training & Meeting Expenses	
7012 - Training/Cert/License/CME	1,272.00
7020 - Travel	
Total 7023 - Lodging	162.01
7024 - Mileage	592.41
7025 - Meals	92.00
7026 - Parking/Tolls/Taxi	0.00
Total 7020 - Travel	846.42
7030 - Training & Meeting Expenses - Other	0.00
Total 7000 - Training & Meeting Expenses	2,118.42
7500 - Business Expenses	
7515 - Depreciation Expense	1,160.10
7520 - Sales Tax	147.58
7540 - Fines & Penalties	44.01
7550 - Interest Expense	0.00
Total 7500 - Business Expenses	1,351.69
7700 - Program Expense	
7999 - Miscellaneous Expenses	741.60
Total Expense	119,703.07
Net Ordinary Income	-49,626.75

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
Southern Trinity Health Services, Inc. DBA Southern Trinity Area Rescue
Fiscal Year 2017-2018

1. **DUE DATES:**

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

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

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
825 Fifth Street, Room 112
Eureka, California 95501

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
Southern Trinity Health Services, Inc. DBA Southern Trinity Area Rescue
Fiscal Year 2017-2018

COUNTY OF HUMBOLDT – MEASURE Z
Report Form



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

Contact Name: _____ **Phone:** _____

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

I. QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

- ☐ 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- ☐ 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- ☐ 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

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

A. Lessons Learned

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

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS
Southern Trinity Health Services, Inc. DBA Southern Trinity Area Rescue
Fiscal Year 2017-2018

1. DUE DATES:

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

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

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

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

3. CONTENT OF SOCIAL MEDIA POSTS:

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

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

Example Facebook post:

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

ATTACHMENT II - EXHIBIT E
Budget
Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

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

ATTACHMENT II - EXHIBIT 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



(707) 445-7266

_____ Date

_____ Date



CERTIFICATE OF LIABILITY INSURANCE

SOUTH-1

OP ID: TB

DATE (MM/DD/YYYY)

08/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson Robinson Starkey Insurance Agency Inc. P O Box 1105 Arcata, CA 95518-1105 Laura Knight - Commercial	CONTACT NAME: Laura Knight	
	PHONE (A/C, No, Ext): 707-822-7251	FAX (A/C, No): 707-826-9021
INSURED Southern Trinity Health Services; DBA:Southern TrinityAreaRescue PO Box 4 Mad River, CA 95552	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Compensation Ins. Fund	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # 35076		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X 9093342 2017	04/01/2017	04/01/2018	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Measure Z Funding Grant
Waivers of Subrogation endorsement attached.

CERTIFICATE HOLDER

CANCELLATION

HUMPWKS

County of Humboldt
Attn: Risk Management
825 5th Street, Rm 131
Eureka, CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION

REP 14
9093342-17
RENEWAL
NA
Q-76-74-93
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE APRIL 1, 2017 AT 12.01 A.M.
AND EXPIRING APRIL 1, 2018 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

SOUTHERN TRINITY HEALTH SERVICES
PO BOX 4
MAD RIVER, CA 95552

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

COUNTY OF HUMBOLDT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

SOUTHERN TRINITY HEALTH SERVICES

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

APRIL 5, 2017

A handwritten signature in dark ink, appearing to read "Karl R. La...".

AUTHORIZED REPRESENTATIVE

A handwritten signature in dark ink, appearing to read "Vernon St...".

PRESIDENT AND CEO



CERTIFICATE OF LIABILITY INSURANCE

SOUTH-1

OP ID: TB

DATE (MM/DD/YYYY)

08/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson Robinson Starkey Insurance Agency Inc. P O Box 1105 Arcata, CA 95518-1105 Laura Knight - Commercial		CONTACT NAME: Laura Knight - Commercial PHONE (A/C, No, Ext): 707-822-7251 FAX (A/C, No): 707-826-9021 E-MAIL: laurak@ars-insurance.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ArchSpecialty Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MEPK06766312	07/15/2017	07/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MEPK06766312	07/15/2017	07/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ None			MEUM06795512	07/15/2017	07/15/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Malpractice			MEPK06766312	07/15/2017	07/15/2018	Limit Included
A	Emergency Svcs E&O						Limit Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Measure Z Funding Grant
Certificate holder is reflected as additional insured subject to attached endorsements GL 2014 01 15 including Primary and Waiver. Cancellation provisions per policy form.

CERTIFICATE HOLDER HUMPWKS County of Humboldt Attn: Risk Management 825 5th Street, Rm 131 Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Laura Knight</i>
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

6. Bail Bonds

Subparagraph 1.b. under **Section I – Coverages, Supplementary Payments – Coverages A and B** is amended to read as follows:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

7. Your Expenses

Subparagraph 1.d. under **Section I – Coverages, Supplementary Payments – Coverages A and B** is amended to read as follows:

- d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

8. Additional Insured

The following are added to **Section II – Who Is An Insured**:

a. Persons or Organizations – As Required By Contract

Any person or organization when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your ongoing operations for such person(s) or organization(s);
- (2) "Your products"; or
- (3) Your use or maintenance of a premises you own, rent, lease, occupy or otherwise use with the permission of the owner, except those premises you lease from person(s) or organization(s) for which paragraph 8.b. below applies.

b. Managers, Landlords or Lessors of Premises

Any person or organization from whom you lease premises when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

c. Lessors of Leased Equipment

Any person or organization from whom you lease equipment when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

Coverage provided to the person(s) or organization(s) included as an insured in subparagraphs 8.a., 8.b., and 8.c. above only applies if the written contract or agreement identified in subparagraphs 8.a., 8.b., and 8.c. above is executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

Coverage shall be primary and not contributory with respect to the person(s) or organization(s) included as an insured in subparagraphs 8.a., 8.b., and 8.c. above. Any other insurance such person or organization has will be

excess and not contributory with this insurance but this provision only applies if it is required in the written contract or agreement identified in subparagraphs 8.a., 8.b., and 8.c. above.

9. Newly Formed or Acquired Organizations

Subparagraph 3.a under **Section II – Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

10. Duties in the Event of Occurrence, Offense, Claim, or Suit

The following subparagraph e. is added to **2. Duties in the Event of Occurrence, Offense, Claim, or Suit** under **Section IV – Commercial General Liability Conditions**:

- e. Knowledge of any "occurrence", offense, claim, or "suit" will be deemed knowledge by you only when such "occurrence", offense, claim, or "suit" is known to an officer, director, commissioner, board member, trustee, "employee", "volunteer worker" or appointee designated by you to give us notice of such "occurrence", offense, claim, or "suit".

11. Waiver of Subrogation

Paragraph 8. **Transfer of Rights of Recovery Against Others to Us** under **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to persons or organizations with which you have a written contract and for which the provisions of paragraph 8. of this endorsement apply, but only to the extent that subrogation is waived prior to the "occurrence" or offense under such written contract with that person or organization.

12. Liberalization

If we revise this coverage part to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

13. Mental Anguish

Paragraph 3. under **Section V - Definitions** is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person including death resulting from any of these. "Bodily injury" includes "mental anguish" or other mental injury. "Mental anguish" means mental suffering or emotional disturbances such as distress, fear, anxiety, depression, grief or psychosomatic physical symptoms.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE EXTENSIONS

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. Enhanced Property Damage

Paragraph a. Expected or Intended Injury in 2. Exclusions under Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability is deleted and replaced with the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Damage to Rented Premises

The following paragraph is added to j. Damage to Property of 2. Exclusions under Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability:

Paragraphs (1), (3), and (4) of this exclusion do not apply to "property damage" to premises, including the contents of such premises, rented to you or occupied by you with the permission of the owner for a period of 8 or more consecutive days. The most we will pay for all such "property damage" is \$50,000.

3. Damage to Property

The term "damage by fire" is amended to "damage by fire, lightning or explosion" in j. Damage to Property of 2. Exclusions under Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, paragraph 6. under Section III – Limits of Insurance and paragraph 9.a. under Section V – Definitions.

4. Customer's Autos

Paragraphs g. Aircraft, Auto or Watercraft and j. Damage to Property in 2. Exclusions under Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability do not apply to "customer's autos" while on or next to those premises you own, rent or control that are used for "auto" repair or service. The most we will pay for "property damage" to a "customer's auto" is \$50,000.

The following definition is added to Section V – Definitions; "Customer's auto" means an "auto" temporarily in your care, custody or control for the purpose of receiving repair or service but does not include an "auto" owned by, rented or loaned to any insured.

This extension only applies if there is no "auto" policy or coverage part provided by us which affords such coverage.

5. Patients Property

Paragraph j. Damage to Property in 2. Exclusions under Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability does not apply to the personal effects of fire and rescue victims, medical patients, and the immediate relatives of such victims and patients, while such property is in your care, custody or control at the scene of an emergency or while in transit to or from a medical care facility. The most we will pay for "property damage" to patients property is \$50,000.

This extension only applies if there is no inland marine policy or coverage part provided by us which affords such coverage.