

KARUK TRIBE
HEALTH BOARD MEETING AGENDA
Thursday, April 9, 2015 **3 PM**, Yreka, CA

A) CALL MEETING TO ORDER – PRAYER - ROLL CALL

AA) HEALTH MISSION STATEMENT

The mission of the Karuk Tribal Health Program is to provide quality healthcare for Native Americans, and other people living in the communities we serve as resources allow. Our purpose is to appropriately assess or reassess conditions of illness, disease, or pain, provide culturally appropriate educational, preventative, and therapeutic services in an environment of continuous quality improvement.

CH) APPROVAL OF THE AGENDA

EE) APPROVAL OF THE MINUTES (*March 12, 2015*)

F) GUESTS (*Ten Minutes Each*)

1. Eileen Tiraterra, Billing Office

H) OLD BUSINESS (*Five Minutes Each*)

1. Children and Family Services policies
- 2.

I) DIRECTOR REPORTS (*Ten Minutes Each*)

1. Patricia White, RPMS Site Manager (written report)
2. Eric Cutright, IT Director (written report)
3. Lessie Aubrey (written report)
4. Vickie Walden, Dental Office (written report)
5. Raul Recarey, Health CEO (written report)

II) REQUESTS (*Five Minutes Each*)

- 1.

K) INFORMATIONAL (*Five Minutes Each*)

- 1.

M) CLOSED SESSION (*Five Minutes Each*)

1. CHS (dinner break)
2. Laura Olivas
3. Kimberlee Guevarra
4. Beau Morton
5. Barbara Snider
6. Tribal Council Members

N) SET DATE FOR NEXT MEETING (Thursday, May 14, 2015 at 3 PM in Happy Camp, CA.

OO) ADJOURN

**Karuk Tribe – Health Board Meeting
March 12, 2015 – Meeting Minutes**

Meeting called to order at 3:03pm by Russell “Buster” Attebery, Chairman

Present:

Russell “Buster” Attebery, Chairman
Robert Super, Vice-Chairman
Joseph “Jody” Waddell, Secretary/Treasurer
Arch Super, Member at Large
Alvis “Bud” Johnson, Member at Large
Charron “Sonny” Davis, Member at Large
Renee Stauffer, Member at Large
Josh Saxon, Member at Large
Elsa Goodwin, Member at Large (late)

Absent:

None.

Sonny Davis provided the prayer and Buster Attebery read the Mission Statement.

Agenda:

Arch Super moved and Robert Super seconded to approve the agenda with changes, 7 haa, 0 puuhara, 0 pupitihara

Minutes of February 12, 2015:

Arch Super moved and Renee Stauffer seconded to approve the minutes, 7 haa, 0 puuhara, 0 pupitihara.

Guests:

1.) **Pat Hobbs, Clinical Supervisor CFS:**

Pat is present to provide policies and procedures for the Children and Family Services Department. The policies have been reviewed and revised for the department which includes more in depth information than the first drafted versions. The ACQI Committee has reviewed them as well.

Pat went on to review the policies, confirming the concept in language and clarifying the mental health state of the patients/clients, when they present themselves to the clinic.

The policies presented are behavioral health services, outpatient services, patient intake and screening, behavioral health assessment, client plan, discharge, crisis intervention, mental health emergency.

Josh inquired about the notation of tobacco in the policy and the reference of it being used as a substance abuse item. Pat confirmed that the use could be used for a relaxation tool or needed for triggering calmness. Josh commented that there is use that is traditional which is different. Pat noted that the notation of spiritual use is done if patients are using items for spiritual use.

Renee asked if Raul Recarey viewed these policies. Rondi noted that the workgroup did the policies but they were submitted prior to Raul being on board. April noted that the policies were in the packets. The AAAHC is scheduled to take place from now until August but the exact time isn't known. These will be tabled to April 2, 2015 to allow time for review.

Vickie Walden questioned if all policies will now go to Raul as he is the new CEO. Raul noted that it is fine to carry the policies forward and he will review them as they are revised. Patti announced that she will provide Raul with access to the site in which the entire health program policies are. Vickie then noted that some policies will not be reviewed and updated if they are not needed.

2.) **April Attebery, Judicial Systems and Programs:**

April is present to provide notification of workshop dates that will be done for the judicial strategic planning workshops. The dates she provided are all Thursday's and Friday's in different weeks. However, they are four hours and not all Council Members are required to be in attendance but the Council can send representatives possibly of each district or the entire Council, whichever they choose.

With verification of the Council schedules it appears that April 9th and 10th may work the best. This would cause early travel for the Tribal Council Members from Orleans and Happy Camp but will allow for several meetings in one day. Arch commented that it would be easier to have all representatives present however it remains open to the Tribal Council.

3.) Suzanna Hardenburger:

Suzanna is present to seek approval of agreements for medical operations.

Arch Super moved and Josh Saxon seconded to approve agreements 15-A-038, 15-A-039, and 15-A-040 agreement between the Karuk Tribe and CMS Noridan to allow signers for Medicare, 7 haa, 0 puuhara, 0 pupitihara.

Old Business:

1.) Orleans District Meeting – Health related:

Josh updated the health attendees that the Orleans District Meeting had the inquiries of dental care being provided in Orleans. Vickie noted that there is equipment needed space with plumbing, and designation for dental space. There is portable equipment available but she will need to check with the RDH on the needs. This is an idea to float out to the health program and they can evaluate if this can be done. Josh noted that this simplest service is fine but it can be done by options as well.

Eric noted that there is a mobile dental van service that is available which could be available for the Orleans community and that is an option for the dental program to consider. Vickie will review this further with the staff and present recommendations to the Health Board.

Director Reports:

1.) Rondi Johnson, Deputy Director:

Rondi is present to review her report. She has one action item for Annie Smith for Nean's cleaning contract. It is (4) to contract 11-C-035.

April commented that under the cleaning budget her program was being charged a substantial amount of funding toward this invoice, which they will now no longer need. April commented that that in addition to this high cost, she will now be paying rent for the AOD program.

April asked about the charges. Laura noted that the invoicing is done by who occupies the space. Josh asked about the spaces being occupied by the next twelve months.

Jody Waddell moved and Bud Johnson seconded to approve modification (4) to contract 11-C-035, 7 haa, 0 puuhara, 0 pupitihara.

Rondi then went on to review her report. She noted that the quality management reports are attached. The group reviewed reports that covered topics such as vaccines, pap smears, complaints, incidents and suggestions.

Robert asked if the notation from the former HR Director requested and advised to follow the personnel policies and to not follow alcohol testing.

Consensus: to leave the alcohol testing in the UA screenings.

Buster asked about the patient satisfaction survey being sent and Rondi noted that she did have it finalized and ready to go out but it was not approved to go out.

Raul noted that he would like to have the patient satisfaction survey include a few clarifying points, such as, who will be tallying it, who is responsible for it, and not have a lacking response but encourage all patients to complete them. Raul noted that the patient satisfaction survey will have a grading per clinic and include information factors that both Rondi and Raul need to better determine the satisfaction of the customers.

Buster commented about the Happy Camp Dental records audit is back at 100% from the chart review, which was great. Rondi also noted that Vickie Walden's report is attached to Rondi's and she is present to answer those questions.

There haven't been too many complaints lately but there have only been incidents. There has been the notation of wait times being too long. The HVAC system is working at the Yreka Clinic and the staff is pleased with this.

Arch Super moved and Robert Super seconded to approve Rondi's report, 7 haa, 0 puuhara, 0 pupitihara.

2.) April Attebury, Children & Family Services:

April is present to answer questions regarding her report. Pat provided a report on the operations of the health program. They are getting staffed and there has been work to maintain AAAHC workgroup attendance and to attend the Provider workgroup meetings. There has been a large referral pool for teens lately and that is tasking but they are working toward that. They are forming agreements on how to work with April's program on drug and alcohol and mental health services. There are services being provided in all three areas now.

April then reviewed her data for the AOD counselors and the services that they provide. There have been preliminary meetings with TANF to discuss the opportunity to work with TANF on services that meet the needs of the community and programs of the Tribe. More staffing will provide better services to the communities and better serve the membership. Once the staffing is full and the policies are in place then they would like to work toward the strategic planning. The behavioral health transition is moving and she is happy to transition toward her position and no longer be interim director.

The Health Board thanked April for her work and serving as interim Director.

Arch Super moved and Robert Super seconded to approve April's report, 7 haa, 0 puuhara, 0 pupitihara.

3.) Lessie Aubrey:

Lessie commented that there is something drastically wrong because the agenda and notation is wrong regarding her title but she has received no communication. Buster commented that this can be discussed in closed session. The Health Board asked Lessie to stay and they will provide clarification.

Lessie then noted that she went to the Management Team Meeting and received word that she has to meet reporting requirements. She explained that the reporting template does not meet the Health Program reporting needs. She will attempt to meet both requirements though moving forward.

Lessie announced that several Tribal employees are leaving employment and retiring and she would like to use discretionary funding to purchase them small items as a token of the Tribes appreciation and recognition of their retirement. Laura noted that the rule is that the Council has to approve discretionary funding and the Council may change that rule if they want.

Robert Super moved and Renee Stauffer seconded to approve the purchase of a Pendleton blanket for Dr. Milton's retirement, 7 haa, 0 puuhara, 0 pupitihara.

Josh noted that there was an attachment of NAHC on a reduction of funding. It was not attached. Lessie noted that HRSA may be deducting the Tribes, the health alliance of northern California is going to take some petitions to Washington DC, and Raul will follow up on this information in his report. She noted that she believes this is in relation to the Covered California movement. All entities are fighting this and it is

noted that this will be detrimental to the health program. Raul noted that HANC is asking for a letter from the Chairman and petitions from staff regarding the changes.

Laura added that this is definitely bad news. The revenue for the health program has recently increased so they should be somewhat stable but they should fight this and stabilize that funding source. Vickie noted that one area that will be impacted is dental services, because the healthcare act doesn't account for adult dental healthcare. This is the area that will still have indigent services with no revenue.

Robert Super moved and Renee Stauffer seconded to approve Lessie's report, 7 haa, 0 puuhara, 0 pupitihara.

4.) Patti White, Database Administrator:

Patti is present to review her report. She provided her workload reports, noting that the increase in patients has taken place within the last month but Orleans visit count has gone down. This is due to not having a provider for that area.

Patti then provided the HRSA UDS report that was submitted and it was accepted. There is assistance that is provided from Laura and others, which she appreciates the help. Raul noted that the really good information is in the last two pages. He noted that typical of a government report is to use it as a tool and extract the information that is needed.

Arch Super moved and Jody Waddell seconded to approve Patti's report, 7 haa, 0 puuhara, 0 pupitihara.

5.) Raul Recarey, Health CEO:

Raul is present to review his report. He updated the Council on the reporting structure and the newly approved reports that the Council approved for reporting. The standard template will include information to the health board on the quality of care, patient visits, and financial information.

Provider meetings have begun and Dr. Vasquez is assisting in this. The three main meetings will be improving quality healthcare, patient satisfaction, and reducing patient wait times. Reports will include provider report cards which allow the health board to see how well the providers are meeting the needs. These reports are not intended to be a bad thing but provide information to the team that includes changes and determining if they are working for the programs.

He and Arch Super attended a meeting at Indian Health Service and the quality metric reporting will be tied into funding at some point. He believes that he has determined some contact information contacts which will allow the Tribe to be pilot project ready. There is a lot of transitioning happening in the State of California which means that the Tribe has the opportunity to be a part of changing times.

He thanked Suzanna Hardenburger for questioning the health partnership and getting reimbursed at the full rate as a face to face visit. The partnership is interested in working with the Karuk Tribe and they are interested in moving forward or expanding it. He would like to work with Laura Mayton on the referred patients which will reduce expenditures for referred patients and utilize tele health. Eric is working on a grant with telecom which will provide some further assistance. Tele health is a vehicle to generate revenue and it includes fifteen different services that can be utilized.

March 25th is a meeting in Eureka which will allow face to face time with community partners. He would like to take time to move toward electronic use because the more paper that is stacked and stored is less space to serve patients. MediCal isn't too up to date on the electronic movement but Indian Health Services is looking into this.

Robert asked about Raul's report and if he can provide a graph which provides a yearly comparison or monthly comparisons which consists of quality data, costs, patient visits. Raul noted yes, the reports he sought approval of will begin to provide this exact information.

Josh asked about the PolyCom grant, inquiring about building IT infrastructure which will benefit or provide services to the membership or the Orleans community. Eric noted that this funding opportunity is from USDA. Eric noted that if the funding opportunity is from PolyCom which will have them drafting the grant and being project manager, which means they will directly deal with USDA. Eric noted that the idea is to update the clinics and their equipment once there is broadband and equipment that can be utilized for it.

Renee Stauffer moved and Sonny Davis seconded to approve Raul's report, 7 haa, 0 puuhara, 0 pupitihara.

6.) Eric Cutright, IT Director:

Eric is present to provide his report. He had a meeting with Raul, Amy and PolyCom representatives to work toward that granting opportunity. He updated the Council on the tower being installed in Orleans for broadband. He has had a long standing item on the Happy Camp back up battery installation. He noted that those replacements have now taken place and they are working good.

They have received two payments from USDA for the broadband project and they will be submitting the third invoice later today.

He updated the Council about the new satellite services at DNR/TANF building. The new satellite system is up and running better, it remains slow, but it working. He thanked DNR for their patience.

The State Board of Equalization may infringe taxing for any buildings that are off of trust land regarding the broadband project. So the tower and cable may be taxed. The fiber optic cable that is off trust land will be subject to some type of tax and will need to be built into the project. There hasn't been any taxes paid to date, but they will have to be paying taxes moving forward. Josh asked if an analysis of this would help to have land that is pending status, moved up on the priority list to get them into trust. Eric explained that the concept is to get enough customers to sign up for the service which will create the full evaluation of business planning, such as staffing, costs, and sustainability, to offset those costs. Renee asked if Eric foresees any other surprises such as this. Eric noted that there will need to be some reporting to the FCC that will be required. Eric will draft some comments on behalf of the Tribe and present them to the Council so they may comment regarding FCC rule making.

Elsa arrived at 4:22pm

Community Member asked about cell service for the Orleans area. Eric noted that at this time, there isn't the possibility to have that service, but it may be possible sometime down the road.

Josh Saxon moved and Renee Stauffer seconded to approve Eric's report, 7 haa, 0 puuhara, 0 pupitihara.

Requests:

Tribal Member was requested to complete KTHA paperwork to determine eligibility for housing.

Tribal Member was advised to work with Clarence Hostler or Angela Baxter on AA/NA meeting space and schedule for the community.

Closed Session:

Robert Super moved and Jody Waddell seconded to pay for the hotel costs related to CHS Case #265, 8 haa, 0 puuhara, 0 pupitihara.

Consensus: to support the Health organizational chart re-structure and the transition of clinical duties in combination with administrative duties to support the developed relationship and no longer have interim oversight. The Council thanked the staff for maintaining oversight and assisting in the Tribe's needs.

Informational: CFO provided several financial reports that reflect different aspects of data collected. Billing, vs patient visits, clinical costs, operating budgets, etc. were provided. All reports contain information including revenue and staffing, to better provide a snapshot of operations.

Josh Saxon moved and Jody Waddell seconded to cancel contract with #BN, 7 haa, 0 puuhara, 1 pupitihara (Arch Super).

Josh Saxon moved and Renee Stauffer seconded to move the Senior Nutrition Office to the Orleans clinic and provide the space to the digital library, 6 haa, 2 puuhara (Elsa/Jody), 0 pupitihara.

Consensus: to allow the RV Park house for one year for recruitment of Happy Camp provider.

Renee Stauffer moved and Josh Saxon seconded to approve revised health program organizational chart, including re-structuring, with severance, 8 haa, 0 puuhara, 0 pupitihara.

Consensus: for internal discussions with staff to take place regarding the revised organizational chart, to communicate with other managers/directors, move toward finalization of position descriptions, expectations of communication with Health CEO and signatory requirements prior to submission to the Health Board, also consistency in following the chain of command.

Informational: to follow recommendation from marketing study to complete a sign replacement at the Yreka Clinic, once stabilization is done.

Consensus: to approve the letter to appeal the HANC opposing funding reduction.

Arch Super moved and Renee Stauffer seconded to approve out of state travel for Dion, 7 haa, 1 puuhara (Josh Saxon), 0 pupitihara.

Consensus: for Josh to get an update on grant requirements, specifically the school purchasing the K-12 Food Security Curriculum

Informational: closed discussion regarding continued work by staff, continued work ethic, behavior and appearance of behavior, attitudes, sensitivity and on-going communication needs.

Informational: update from Buster on creating a youth council at the schools. Advised to seek guidance from previous grant application that may be useful for recruitment, meetings, outcome expectations, etc.

Consensus: to broadcast the Happy Camp High School Principal advertisement, support Buster being on the hiring committee and emphasis on finding the best candidate that supports the youth, administration, overall community.

Consensus: to refer request for financial assistance to 1) school board to formally request financial assistance, 2) grant writers/principal to work toward granting opportunities, 3) KCDC Operations Manager for possible Ford Foundation assistance 4) Education Coordinator to determine exact needs and possible guidance from the Education Committee.

Consensus: to assign Jody Waddell to be the Maintenance liaison.

Next Meeting Date: April 9, 2015 at 3pm in Yreka, CA.

Renee Stauffer moved and Robert Super seconded to adjourn at 9:29pm, 8 haa, 0 puuhara, 0 pupitihara.

Respectfully Submitted,

Russell "Buster" Attebery, Chairman

Recording Secretary, Barbara Snider

RPMS
Karuk Tribal Health and Human Services Program

Health Board Meeting-Yreka
April 9, 2015
Patricia White, RPMS Site Manager

APRIL



Workload reports

Attached is the February 2015 "Operations Summaries" including Tribal Statistics. During February 2015 there were 1946 visits at all locations. This is an increase of 14 visits over January 2015 numbers. Yreka (+42) and Orleans (+5) were both up and Happy Camp (-23) was down over the previous month. 727 of these visits were for Native American Patients (38%) See chart at the end of the operations summary.

User Assistance and Requests

During March 2015, Amy and I had 39 documented requests for support, assistance, or data. Nine of these requests are still in process and remain open. The requests vary from data reports to resetting user passwords and access.

Meeting / Conference Calls / Training March 2015

- 03/05 – RPMS/EHR Office Hours conference call
- 03/10 – Dentrix Conference Call for troubleshooting users
- 03/11 – ACQI Monthly Meeting
- 03/12 – Health Board Meeting in Orleans, CA
- 03/16 - BPHC/HRSA Check-in Call with Nahleen Heard
- 03/19 - RPMS/EHR Office Hours conference call
- 03/26 - IHS EDR Interface Conference call
- 03/26 - RPMS/EHR Office Hours conference call
- 03/30 - IHS Multi-Purpose Agreement (MPA) Webinar
- 03/31 - Annual HIPAA Security Training

Projects in Process

- **AAAHC**- I am assisting Lessie and others in preparation for the AAAHC Accreditation later this year. At the current time I have created a new KTHHSP Policy Manual folder for 2015 that will be shared electronically with health staff and replace the existing manual. I am on the Policy Review Committee (a subcommittee of ACQI) and assisting with identifying policies that are due for review/revision.
- **VistA Auditing**- Amy and I continue to review the documents that are scanned into VistA Imaging for patients' medical record. We check the scan is scanned to the correct note title, is legible, signed by a provider, and scanned to the correct patient. Any scans we find with errors, we send back to the clerk who scanned to correct. This is very time consuming for both Amy and myself. Amy audits all of the scanners in Yreka (7) and I audit the scanners in Happy Camp and Orleans (6). We will continue to audit VistA scans until is someone in HIM (Health Information Management) assigned to this task.

Budget: At the time of this writing I am under budget for the current fiscal year.

Program	RPMS
Budget Code	3000-75
Program Year	2014-2015
Appropriation	\$235,336.60
Expenses to Date	\$81,060.57
Balance	\$154,276.03
Percent used	34.44%

Respectfully Submitted,

Patricia C White, RPMS Site Manager

OPERATIONS SUMMARY FOR KARUK TRB HP Service Unit
FOR FEB 2015
Prepared for April 9, 2015 Health Board Meeting
Yreka, CA

(Note: In parentheses following each statistic is the percent increase or decrease from the same time period in the previous year. '**' indicates no data is present for one of the two time periods.)

PATIENT REGISTRATION

There are 18,924 (+3.9) living patients registered at this SU. This number does not represent the 'Active User Population' which is found elsewhere in PCC Reports. There were 66 (+40.4) new patients, 1 (-50.0) births, and 1 (-50.0) death(s) during this period. Data is based on the Patient Registration File.

THIRD PARTY ELIGIBILITY

There were 2,848 (+0.4) patients enrolled in Medicare Part A and 2,722 (+0.6) patients enrolled in Part B at the end of this time period.

There were 105 (+8.2) patients enrolled in Medicare Part D.

There were also 7,015 (+4.2) patients enrolled in Medicaid and 6,166 (+8.3) patients with an active private insurance policy as of that date.

CONTRACT HEALTH SERVICES

Total CHS expenditures (obligations adjusted by payments) for this period were 61,088.03 (+57.3). The number and dollar amount of authorizations by type were:

57 - DENTAL	13	8235.5
64 - NON-HOSPITAL SERVICE	804	52852.53

DIRECT INPATIENT

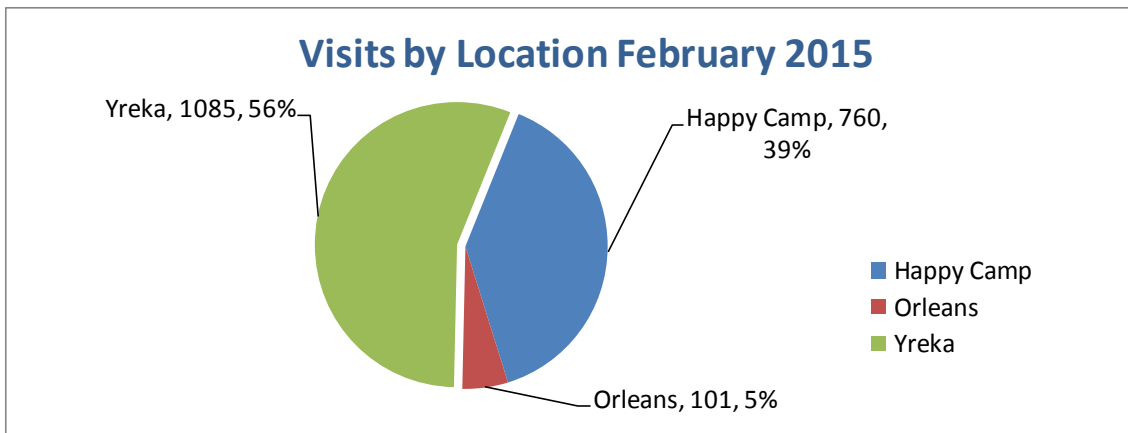
[NO DIRECT INPATIENT DATA TO REPORT]

AMBULATORY CARE VISITS

There were a total of 1,946 ambulatory visits (+14.3) during the period for all visit types except CHS.

They are broken down below by Type, Location, Service Category, Clinic, Provider Discipline and leading Diagnoses. These do not equate to 'official' APC Visits which are identified in other PCC Reports.

By Type:			
TRIBE-638 PROGRAM	1,946	(+14.4)	
By Location:			
YREKA	1,085	(+23.2)	
KARUK COMMUNITY HEALTH CLINIC	760	(+5.0)	
ORLEANS	101	(+4.1)	

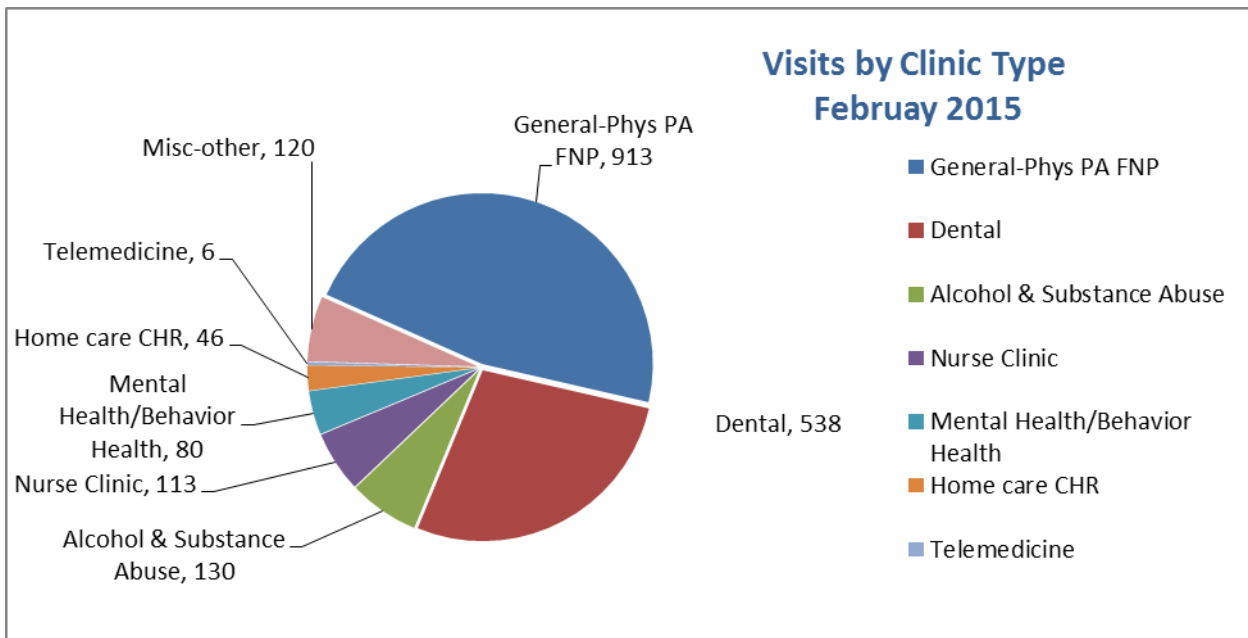


By Service Category:

AMBULATORY	1,914	(+15.6)
TELECOMMUNICATIONS	30	(-36.2)
TELEMEDICINE	2	(**)

By Clinic Type:

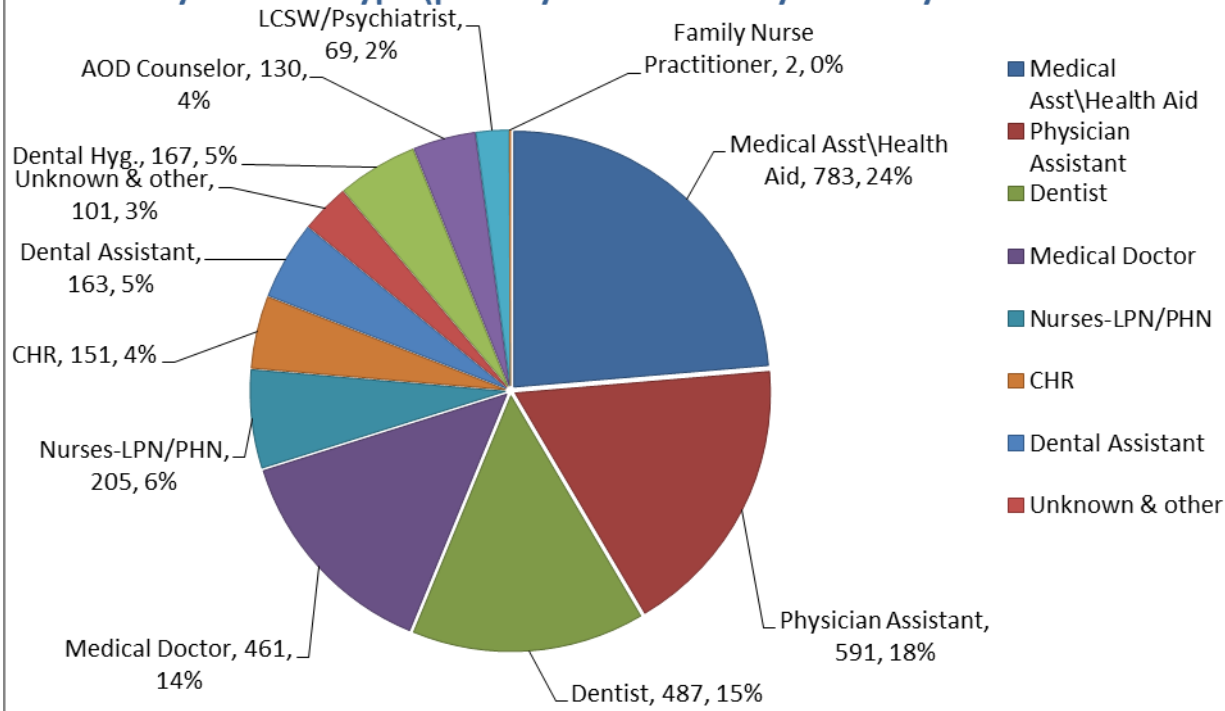
DENTAL	538	(-5.4)
GENERAL PA	515	(+267.9)
GENERAL MD	397	(-27.9)
GENERAL FNP	1	(-99.1)
ALCOHOL AND SUBSTANCE	130	(+25.0)
NURSE CLINIC	113	(+16.7)
OTHER	120	(+191.7)
MENTAL HEALTH	80	(+81.8)
HOME CARE CHR	46	(+318.2)
TELEMEDICINE	6	(+500.0)



By Provider Type (Primary and Secondary Providers):

MEDICAL ASSISTANT	625	(+11.0)
PHYSICIAN ASSISTANT	591	(+188.3)
DENTIST	487	(+12.2)
MD	461	(-9.8)
LICENSED PRACTICAL NURSE	201	(+14.9)
DENTAL HYGIENIST	167	(+17.6)
DENTAL ASSISTANT	163	(+2,228.6)
HEALTH AIDE	158	(+177.2)
COMMUNITY HEALTH REP	151	(+221.3)
ALCOHOLISM/SUB ABUSE COUNSELOR	130	(+25.0)
UNKNOWN	96	(**)
LICENSED CLINICAL SOCIAL WORK	69	(+64.3)
HEALTH RECORDS	4	(-97.5)
PUBLIC HEALTH NURSE	4	(+300.0)
NURSE PRACTITIONER	2	(-98.5)
ADMINISTRATIVE	1	(**)

Visits by Provider Type (primary and secondary February 2015)



The ten leading purposes of ambulatory visits by individual ICD Code are listed below. Both primary and secondary diagnoses are included in the counts.

By ICD Diagnosis		
1). DENTAL EXAMINATION	538	(-6.3)
2). OTHER SPECIFD COUNSELING	168	(+217.0)
3). HYPERTENSION NOS	110	(-1.8)
4). ALCOHOL ABUSE-UNSPEC	79	(+9.7)
5). LUMBAGO	73	(+58.7)
6). DEPRESSIVE DISORDER NEC	66	(+57.1)
7). DMII WO CMP NT ST UNCNR	56	(+0.0)
8). ACUTE PHARYNGITIS	53	(+211.8)
9). HYPERLIPIDEMIA NEC/NOS	51	(+8.5)
10). VACCIN FOR INFLUENZA	48	(-12.7)

CHART REVIEWS

There were 882 (-29.4) chart reviews performed during this time period.

INJURIES

There were 64 visits for injuries (+12.3) reported during this period. Of these, 18 were new injuries (+12.5). The five leading causes were:

1). ACC-CUTTING INSTRUM NEC	8	(**)
2). OBJ W-W/O SUB FALL NEC	4	(**)
3). FALL STRIKING OBJECT NEC	2	(**)
4). FALL IN SPORTS	1	(**)
5). NONVENOM ARTHROPOD BITE	1	(+0.0)

EMERGENCY ROOM

[NO EMERGENCY ROOM VISITS TO REPORT]

DENTAL

There were 440 patients (-0.9) seen for Dental Care. They accounted for 538 visits (-5.4). The seven leading service categories were:

- 1). PATIENT REVISIT 361 (+61.9)
- 2). HYPERTENSION SCREENING 192 (+111.0)
- 3). PREVENTIVE PLAN AND INSTRUCTION 161 (-1.8)
- 4). INTRAORAL - PERIAPICAL FIRST RADIOG 157 (+19.8)
- 5). INTRAORAL - PERIAPICAL EACH ADDITIO 150 (+33.9)
- 6). FIRST VISIT OF FISCAL YEAR 145 (-4.6)
- 7). LOCAL ANESTHESIA IN CONJUNCTION WIT 131 (+10.1)

IN-HOSPITAL VISITS

[NO IN-HOSPITAL VISITS TO REPORT]

PHARMACY

There were 1,610 new prescriptions (+3.4) and 0 refills (**) during this period.

TRIBAL STATISTICS FEBRUARY 2015

	Registered Indian Patients Feb 2015	Indian Patients Receiving Services Feb 2015	APC Visits by Indian Patients Feb 2015
Karuk	2096	421	426
Descendants residing in CA	1901	227	182
All other Tribes	2199	127	119
Total	6196	775	727

Eric Cutright Information Technology Health Board Report

April 2, 2015

Action Items:

- Agreement 15-A-044 for \$700.00 to utilize Inpriva, Inc. for direct messaging. Direct messaging is a HIPAA compliant electronic e-mail system that can be used to transfer patient information between both Karuk and non-Karuk clinics.
- Procurement for a new server to support multiple departments in the Happy Camp Data Center – Requesting approval for \$8923.44 to purchase from GovConnection, Inc.
- Procurement for subscriber modules to provide internet access to homes and businesses in Orleans – Requesting sole source approval for \$119,500.00 to purchase from CedarLink, LLC

Expenditure/ Progress Chart – IT Dept Indirect Budget March 31, 2015

Program	Code	Total Budget	Expensed to date	Balance	% Expended
IT Systems	1020-15	\$336,073.60	\$163,483.04	\$172,590.56	48.65%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2014 to 9/30/2015	12	6	6	50%	N
Comments:					
This is the budget to maintain the IT Department and the IT resources spread throughout tribal offices. The majority of the budget goes to salaries for IT personnel.					

IT Department Activities:

- The Karuk Tribe, operating as a phone company, or CLEC, has to file 3 annual reports. All three of these reports have been filed for the past year in a timely manner. These reports are:
 1. FCC Form 499-A to report universal service contributions
 2. CPUC Operational and Financial Information report
 3. California Board of Equalization tax report
- In order to reduce the costs and needs to use a fax machine, and also to improve efficiency and security in the health clinics, I have been exploring options to use a secure electronic messaging system. The newly formed standard for sharing information protected by HIPAA is called Direct Trust. Direct Trust operates like e-mail, but all messages are secured and encrypted. Also, all mailboxes in Direct Trust have their identities confirmed. The attached agreement with Inpriva, Inc. will allow the Karuk Tribe 5 Direct Trust accounts, one for each medical and dental clinic.

Project Title: Happy Camp Server Room Equipment Failure and Repair

Deliverables:

Task One – Replace Data Storage System in Happy Camp IT Room

1. The data storage system in the IT server room in Happy Camp is getting close to its natural end of life. Also, storage space on the system is nearly full.
2. The new data storage system has arrived and is undergoing testing.
3. Installation of the new storage is planned as soon as testing is complete.

Project Title: Orleans Broadband Project

Expenditure/ Progress Chart – USDA Community Connect Grant

Program	Code	Total Budget	Expensed to date	Balance	% Expended
USDA RUS	2061-00	\$1,141,870.00	\$454,822.75	\$687,047.25	39.83%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/24/2011-10/24/2017	72	41	31	56.94%	N
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
03/31/2015	Yes		10/17/2017	No	
Comments:					
This grant funds the construction of broadband infrastructure to Orleans.					

Construction Progress:

- The fiber optic installation contract was approved several months ago, and the contractor is scheduled to begin work on April 6.
- The communications tower and accompanying equipment hut are fully constructed. The tower still needs a generator and utility power installed.
- Once the tower utility power is installed, the wireless installation may be scheduled.
- All construction must be complete and the network fully functional by October 24, 2015, else the Karuk Tribe cannot meet the requirements of the USDA RUS grant agreement.

Pending Action Items for this project:

- Wireless equipment purchase – Purchase of the subscriber modules needed to hook up customers to the network. The grant will pay for the first 100 modules, allowing us to offer discounts to customers who sign up early. This purchase is attached to this report.
- Wireless Installation contract – This contract scope of work is under IT review before forwarding to compliance.
- Utility agreement with Pacific Gas & Electric (PG&E)

Reimbursement Requests:

- On October 6, 2014 the Karuk Tribe received the first reimbursement from RUS for this grant for an amount of \$113,040.00
- The second reimbursement request for \$152,492.90 was submitted on December 12, 2014. On January 30 RUS paid \$150,743.00.
- The third reimbursement request for \$168,606.48 was submitted on March 18, 2015.

Permitting Services:

- All government permits in hand as of December, 2013.
- All extensions to existing permits have been filed and received to match the current construction schedule.

Continued federal oversight by USDA Rural Utilities Service (RUS):

- A progress report is due to RUS on this project by March 31, 2015.
- The RUS Field Service Representative assigned to this project has visited Orleans to view the construction and review the reimbursement requests.

Project Title: Klamath River Rural Broadband Initiative (KRRBI)

Deliverables:

Project Management Services:

- 1st quarter report due April 10, 2015.

Engineering Services:

- Fiber engineering preliminary work in progress. Current stage is determining best route south of Orick on the coast for fiber interconnection.
- Wireless engineering primarily consists of distribution for the town of Orick. Orick site visit complete, engineering is under way.

Environmental Review:

- National Environmental Protection Act (NEPA):
 - Because both state and federal environmental compliance is required on this project, to save costs, a joint environmental document will be prepared that meets the standards of both NEPA and CEQA.
- California Environmental Quality Act (CEQA):
 - The funding agency, the California Public Utilities Commission (CPUC) is responsible for CEQA compliance on this project. The CPUC has hired a contractor to review the CEQA compliance. A preliminary field visit is being scheduled with this contractor later in March.
- CEQA Cost concerns:
 - On March 19 the Karuk Tribe received a letter from the CPUC describing the process to address the unbudgeted and increased costs for CEQA compliance. The CPUC recommends that the Karuk Tribe submit for a modified funding resolution from the CPUC once the environmental process costs are fully known.

Permitting Services:

- Required Federal permits:
 - USDA Forest Service Special Use Permit – Application submitted
 - National Park Service Special Use Permit – Application submitted
 - US Army Core of Engineers Klamath River Crossing Consultation – May not be necessary
 - BIA is acting as the federal lead agency for NEPA compliance
- Required State Permits:
 - CalTrans Encroachment Permit – Application waiting on fiber engineering
 - CEQA State of California Environmental Report – Waiting on environmental assessment
 - California State Parks Special Use Permit – waiting on fiber engineering
 - California State Lands Commission Easement – waiting on fiber engineering
 - California Dept Fish and Wildlife Endangered Species Impact Report – Waiting on fiber and wireless engineering
- Cultural Resources Reports:
 - SHPO Cultural Resources Approval – Waiting on cultural survey
 - Yurok THPO Cultural Resources Approval - Waiting on cultural survey
 - Karuk THPO Cultural Resources Approval - Waiting on cultural survey
- Required County Permits:
 - Humboldt County Special permit for tower construction – Waiting on wireless engineering
 - Humboldt County Building permit for tower construction – Waiting on wireless engineering
 - Humboldt County MOA for Right-of-Way Amendment – Waiting on fiber engineering
 - Humboldt County Encroachment Permit for County Roads – Waiting on fiber engineering
- Required Tribal Permits:
 - Karuk Resource Advisory Board Approval – Waiting on fiber and wireless engineering
 - Yurok Tribe Transportation Encroachment Permit – Waiting on fiber engineering
- Other Required Permits:
 - Right-of-Way Easements with Independent Landowners – Waiting on fiber engineering

Expenditure/ Progress Chart – KRRBI – California Advanced Services Fund (CASF)

Program	Code	Total Budget	Expensed to date	Balance	% Expended
KRRBI - CASF	6661-00	\$6,602,422.00	\$97,307.00	\$6,505,115.00	0.02%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/17/2013-10/17/2015	24	17	7	70.83%	Y
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due	Completed?	Date Completed.
04/10/2015	No		At 25% Expended	No	
Comments:					
This grant expands on the Orleans Broadband Project and partners with the Yurok Tribe to provide internet service to several unserved and under-served communities in Northern Humboldt County.					

Report Attachments:

- Cell phone usage report for February 2015 billing period
- Agreement 15-A-044 with Inpriva, Inc. for \$700.00
- Procurement for a new server from GovConnection, Inc. for \$8923.44
- Procurement for wireless radios from CedarLink, LLC for \$119,500.00

Karuk Community Health Clinic
64236 Second Avenue
Post Office Box 316
Happy Camp, CA 96039
Phone: (530) 493-5257
Fax: (530) 493-5270



Karuk Dental Clinic
64236 Second Avenue
Post Office Box 1016
Happy Camp, CA 96039
Phone: (530) 493-2201
Fax: (530) 493-5364

Administrative Office
Phone: (530) 493-1600 • Fax: (530) 493-5322
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract Karuk Tribe Number Assigned: 15-A-044
 MOU
 Agreement Funder/Agency Assigned: _____
 Amendment Prior Amendment: _____

REQUIRED → *Procurement Attached *Budget Attached
*Excluded Parties List System Attached (CONTRACTS ONLY)
*KCDC/ KTHA Notification/ review required Yes No

Requestor: Raul Recarey Date: March 2, 2015

Department/Program: Health and Human Services

Name of Contractor or Parties: Inpriva, Inc.

Effective Dates (From/To): April 9, 2015 April 9, 2016

Amount of Original: \$700.00
Amount of Modification: _____
Total Amount: \$700.00

Funding Source: Meaningful Use Fund 3060-00-7500

Special Conditions/Terms:
The term is for one year. The renewal cost for additional years will be \$636 per year.

Brief Description of Purpose:
This agreement is to setup five HIPAA compliant direct messaging accounts, one for each of the Karuk medical and dental clinics. These accounts can be used to send messages securely between clinics and also with other health care providers across the country. This agreement will help the health program save money by eliminating fax machines.

**** REQUIRED SIGNATURES ****

Requestor: <u>Raul Recarey</u>	Date: <u>03/19/2015</u>
**Chief Financial Officer: <u>Laura Mayton</u>	Date: <u>3-26-15</u>
**Director, Administrative Programs & Compliance: <u>Sammi Orill</u>	Date: <u>3-26-15</u>
**Director of Self Governance(MOU/MOA) or TERO (Contracts): <u>July [Signature]</u>	Date: <u>3/26/15</u>
Other: <u>Eric Wright IT Director</u>	Date: <u>3/25/15</u>



Inpriva Master Services Agreement

This Master Services Agreement between Inpriva, Inc., a Colorado corporation ("Inpriva") and the Client identified below ("Client") includes Exhibits A ("Services"), B ("Pricing") and C ("Business Associate Agreement") together with all Service Addendums ("Service Addendum") containing Service Orders and any Additional Terms and Conditions mutually agreed upon in writing.

1. **Services:** Inpriva will provide the services, products, software and information, collectively known as "Services" described in the Exhibit A in accordance with the terms noted herein and as amended within any Service Addendum attached hereto.
2. **Prices and Rates:** ^{applicable} The price for each Service is set forth in Exhibit B or Service Addendum attached hereto. Client shall pay all sales, use, gross receipts, excise, occupational, access, bypass, franchise and other federal, state and local taxes, assessments, fees, charges, and surcharges, however designated, imposed on or based upon the provision, sale, purchase and/or use of Services.
3. **Payment:** Except when separately set forth in Exhibit B or a Service Addendum, Inpriva shall invoice Client, (i) in advance, for annually recurring flat-rate Service to be provided, (ii) in advance for one-time, non-recurring and pro-rated Service to be provided and (iii) monthly following the use of all measured or metered Service provided. All invoices are due upon delivery, subject to any additional payment terms set forth in the Service Addendum and become past due thirty (30) days later without demand or set off by Client. If any invoice is not paid to Inpriva within thirty (30) days of delivery, a late charge shall accrue on the delinquent amount at a rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. Any and all dispute claims must be submitted to Inpriva within thirty (30) days of receipt of the applicable invoice. All dispute claims not submitted within said thirty (30) day period are deemed waived. Inpriva shall have the right, at its election and without obligation, in addition to all of its other rights and remedies, to immediately terminate this Master Services Agreement and/or suspend Services in the event of any overdue payment in excess of thirty (30) days or any breach or default under of this Agreement.
4. **Term; Renewal; Termination:** The term of this Agreement shall begin on the Effective Date set forth at the end of this Agreement and shall end upon the later of the completion of twelve (12) months or completion of the all terms for Service. The term for each Service shall be set forth in Exhibit A or a Service Addendum and shall not be less than twelve (12) months unless otherwise stated in the Exhibit A or the Service Addendum. During the term, Client shall pay Inpriva for each Service subject to these terms and Inpriva shall not increase such amounts during that period, but thereafter, Inpriva may increase such amounts upon 30 days prior written notice. If Client cancels Service before the term of this Agreement is complete or before Service activation, then Client is responsible for the termination charges equal to the remaining balance of this Agreement. The term for each Service shall automatically renew for successive additional periods ("Extended Term") each equal to the term set forth in Service Addendum or twelve (12) months, if not specified in the Service Addendum unless either party delivers to the other party written notice of termination at least thirty (30) days prior to the end of the term or then Extended Term.
5. **Obligations of Inpriva:** Inpriva shall be responsible for providing Service consistent with industry standards, except as provided in the Exhibit A and Service Addendum. INPRIVA DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE UNLESS SPECIFIED SEPARATELY IN EXHIBITS OR SERVICE ADDENDUM.
6. **Obligations of Client:** Client shall be responsible for the manner in which Service is used, including the maintenance and security of the data retrieved, local computer network security, determination of trusted senders and recipients of HIN messages and all other matters related to the use of Service. Client shall ensure that users of the Service maintain the confidentiality of the authentication mechanisms. Client is solely responsible for ensuring that the individuals and systems accessing the Service are authorized to do so. Client is responsible for all activity in its Service, including any liability incurred by Inpriva or a third party that results from someone else's use of the Service. Client shall notify Inpriva immediately if there is any unauthorized use of or any other breach in the security of its Service. Additional Obligations of Client may be specified in Exhibits or Service Addendum.
7. **Warranty:** Inpriva warrants that it owns the HIN Services, including all associated intellectual property rights, or otherwise has the right to grant Client the right and license provided in this Agreement, and that as of the date of this Agreement neither the HIN Services nor any materials supplied by Inpriva to client infringe any valid patents, copyrights, trademarks, or other proprietary rights of any other third parties.

8. Indemnity:

- i. Client shall indemnify and defend Inpriva and its affiliated persons and entities from and against any loss, damage, cost, liability and expense (including reasonable attorneys' fees) arising from or relating to the investigation, defense, settlement or satisfaction of claims or causes of action of a third party against any such indemnity arising out of the use of Service, Client's combination of Service with other products and services not provided by Inpriva, and any modification of Service.
 - ii. Inpriva shall indemnify and defend Client and its affiliates from and against any loss, damage, cost, liability and expense (including without limitation reasonable attorneys' fees) arising from or relating to the investigation, defense, settlement or satisfaction of claims or causes of action of a third party against any such indemnitee arising out of or relating to a breach by Inpriva or any of its affiliated persons and entities of Inpriva's obligations under Exhibit A of this Agreement.
9. **Liability Limitation:** Notwithstanding anything to the contrary contained in this agreement, except with respect to the obligations of indemnity set out in Sections 8.i and 8.ii, neither party, nor any of its affiliated persons and entities, will be responsible for consequential, incidental, indirect, exemplary or special damages, including lost profits (even if they have been advised of the possibility or likelihood of such damages).
10. **Other Networks: Access and Cancellation at Inpriva Discretion.** Client agrees to comply with the acceptable use policies, rules and regulations, and terms and conditions of any networks accessed through Inpriva as outlined herein including all Service Addendums. Inpriva reserves the right to deny access to, or terminate Service which, in Inpriva sole opinion, is (are) causing, or may cause, harm to Inpriva facilities, servers or to other systems. Inpriva will make reasonable efforts to notify Client of any such Inpriva action, but is not bound by this Agreement to do so.
11. **Confidential Information:** Each party shall keep and maintain strictly secret and confidential any and all confidential or proprietary information of the other party and, except as required in connection with the performance of this Agreement or as is required by law and shall not use the same or disclose the same to any third party.
12. **Non-Solicitation:** Client shall not, directly or indirectly, do any of the following: (i) solicit any director, officer, employee, or agent of Inpriva, or encourage any such person to terminate any such relationship with Inpriva, (ii) encourage any Client, client, supplier or other business relationship of Inpriva to terminate or alter such relationship, whether contractual or otherwise written or oral, with Inpriva, (iii) encourage any prospective Client or supplier not to enter into a business relationship with Inpriva.
13. **Miscellaneous:** Client may not assign this Agreement or any rights or interests hereunder without the express prior written consent of Inpriva and no said assignment shall relieve Client of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. This Agreement and any and all related Exhibits and Service Addendums constitute the entire agreement and understanding of the parties and supersede all prior and contemporaneous agreements and understandings between the parties with respect to the subject matter hereof. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Any changes to this Agreement, or any additional or different terms in the Client Orders, Service Addendums or any other documents will not be effective unless agreed to in writing by Inpriva. The contractual relationship between Inpriva and Client for each Service shall be governed by the following order of precedence: (i) Service Addendum, (ii) Additional Terms and Conditions, (iii) Exhibits and (iv) Master Services Agreement.
14. **Governing Law:** Client and Inpriva agree that the law of the State of Colorado, U.S.A. will apply to all matters relating to this Agreement and to Inpriva Service. In addition, Client and Inpriva agree and consent that the courts of Larimer County, Colorado, U.S.A., will have exclusive jurisdiction and be the exclusive venue for any legal actions relating to this Agreement or to Services provided hereunder.
15. **Compliance With Laws:** Client shall not use or permit its end users to use Service in any manner that violates any applicable laws or Inpriva use policies, infringes on the rights of others or interferes with users of the Inpriva network or other networks, including, without limitation, distribution of chain letters or unsolicited bulk electronic mail (spamming), knowingly distribute or release computer worms and viruses, use a false identity, attempt to gain unauthorized entry to any site or network, distribute child pornography, obscenity or defamatory material, or infringe patents, copyrights, trademarks or other intellectual property rights.
16. **Rights not Waived:** Failure by either Client or Inpriva to insist upon compliance by the other party with the terms and conditions of this Agreement including any Service Addendum shall not constitute a waiver of any rights under this Agreement.
17. **Partial Invalidity:** If any part, term, or provision of this Agreement is determined to be invalid or unenforceable by a court, board, or tribunal of competent jurisdiction, such term or provision shall be construed in all respects as if such provision were written in a manner acceptable to said court, board, or tribunal, or, if such provision is

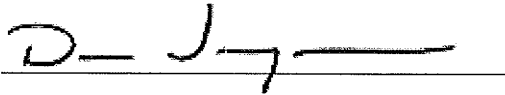
found to be totally unacceptable to such court, board, or tribunal in any form, then as if such invalid provision were omitted altogether.

18. **Entire Agreement:** It is expressly understood that there are no oral agreements or understandings between Client and Inpriva, which will be deemed to extend, restrict, or otherwise supersede the exact terms of this agreement. If any provision of this Agreement including any Service Addendum fails to comply with applicable law, then this Agreement shall, without prior notice, be automatically modified to conform with the minimum requirements of any law or governmental regulation having application to or jurisdiction over the subject matter or the parties hereto. Otherwise, this Agreement, the Application Form, and any later written changes published via Inpriva service, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement with an Effective Date of _____.

INPRIVA, INC..

Signed by:



Printed Name: Don Jorgenson

Title: CEO

Date: Jan 27, 2015

CLIENT:

ADDRESS:

Signed by:

Printed Name:

Title:

Date:

EXHIBIT A

INITIAL HEALTH INFORMATION NETWORK SERVICES

This Exhibit contains a list and overviews of Health Information Network Services ("HIN Services") that may be provided by Inpriva, the respective responsibilities of Inpriva and Client, pricing and additional terms and conditions that apply to those Health Information Network Services.

Identity Services

- a. Description.
 - Inpriva is both an EHNAC/DirectTrust Accredited Certificate Authority and Accredited Registration Authority. Inpriva closely follow the policies and procedures required by the X.509 Certificate Policy for the Federal Bridge Certification Authority (FBCA) ("FBCA Certificate Policy") published by the Federal Public Key Infrastructure Policy Authority and is a FBCA Cross-certified Registration Authority. In addition, Inpriva will enforce the specific policies and procedures specified in the Certificate Policy Profiles referenced in its certificate policies.
 - Client customers that are currently using an existing secure messaging service will need to have both the organization and administrative users proofed to the proper level as specified by the Direct Project and have certificates generated to enable these customers to be migrated onto the Inpriva solution and thus properly encrypt and protect the information these customers will be sharing. When possible, Inpriva will take every step to eliminate the need to have face-to-face activities with those existing accounts.

- b. Inpriva Responsibilities.
 - Client Domain Setup and Configuration within the Inpriva Direct Network
 - Creation of sub-domains based on the requirements of the Client Direct customers
 - Configuration of the Edge Connectors for SMTP, POP3, and IMAP protocols
 - Registration Authority Configuration
 - Enforcement of Inpriva identity proofing policies
 - Enforcement of Inpriva Certificate Policy profiles
 - Configuration of the Inpriva-branded Enrollment Portal to meet the Client Direct registration requirements
 - Client Direct Training

- c. Client Dependencies.

The timely and quality completion of the Inpriva responsibilities and deliverables are dependent upon Client and Inpriva reaching a mutual understanding of who will initiate Client customer communication and what information will be communicated to Client customer.

Mail Services

- hDirect Mail Mailbox
 - User Subscription License (USL) Terms:
 - Each One-Year USL for an hDirect Mail mailbox purchased pursuant to an annual commitment shall be valid for one year from activation or for thirteen months after the date of purchase, whichever comes first.

EXHIBIT B

PRICE AND PAYMENT TERMS AND CONDITIONS

Identity Services

- Direct Organization Certificate – includes Identity Proofing/Organization
- Direct Admin Digital Credential – includes Identity Proofing/Individual

<u>Initial</u>	<u>Renewal</u>
\$50/yr	\$18/yr
\$50/yr	\$18/yr

Mail Services

- Cost/Mailbox

\$10/month

EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT is made as of the (date) _____ by and between _____ (hereinafter referred to as the Covered Entity) and Inpriva, Inc.

RECITALS:

WHEREAS, Inpriva, Inc., (hereinafter referred to as Business Associate), provides services for Covered Entity (the "Service Arrangement") pursuant to which Covered Entity will disclose Protected Health Information ("PHI") to Business Associate in order to enable Business Associate to perform one or more functions for Covered Entity related to Treatment, Payment or Health Care Operations; and

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C (the "Security Rule") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502.
2. Obligations and Activities of Business Associate.
 - a. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, as Required by Law or as permitted by law, provided such use or disclosure would also be permissible by law by Covered Entity.
 - b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule".
 - c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, or of any Security Incident of which it becomes aware.
 - d. Business Associate agrees to report to Covered Entity any use or disclosure for the PHI not provided for by this Agreement.
 - e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI; received from, created by, or received by a Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - f. Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - g. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
 - h. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, created by, or received by a Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary of HHS, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

- i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- j. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.
- k. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in HITECH), it shall, following the discovery of a breach of such information, promptly notify Covered Entity of such breach. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. §164.514(d).
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
 - ii. Immediately terminate this Agreement and the Service arrangement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule mean the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.


- g. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado, including all matters of constructions, validity and performance.
- k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its agents or subcontractors against any claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and cost, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any act or omissions of Business Associate, its agents or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

COVERED ENTITY

By: _____
 Title: _____
 Address: _____
 Date: _____

BUSINESS ASSOCIATE

By:  _____
 Title: CEO

Address: 2625 Redwing Rd., Suite 330; Fort Collins, CO 80526

Date: Jan 27, 2015

Karuk Tribe of California
For Internal Use Only

**PURCHASE
REQUISITION**

Date: March 25, 2015

Needed by:

Special Instructions:

Terms:

Ship Via:

To: GovConnection.com

Ship To: Karuk Tribe

PO Box 382810

64236 Second Avenue

Pittsburgh, PA 15250-8810

Happy Camp, CA 96039

Quantity Ordered	Description	Unit Price	Total
1	Lenovo System X3550 M4	\$1,860.43	\$1,860.43
1	Xeon E5-2640 Processor	\$940.89	\$940.89
24	24x16GB PC3-12800 DDR3 SDRAM	\$219.78	\$5,274.72
1	550W High Efficiency Power Supply	\$267.10	\$267.10
1	USB Memory Key for VMware	\$67.14	\$67.14
1	5-Year Next Business Day	\$513.16	\$513.16
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Accounting Data

Fund Number	Amount	Approvals
1020-15-7506.00	\$8,923.44	

ATTENTION VENDORS:
THIS IS NOT A PURCHASE ORDER, THIS IS AN
INTERNAL FISCAL DOCUMENT. IT DOES NOT
CREATE ANY FINANCIAL AUTHORIZATION FOR
PURCHASES.

Eric Wright
Signature of Individual Requesting P.O.

NO ITEMS OVER \$5,000!

SALES QUOTE

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

Account Executive: Matthew Denny
Phone: (800) 800-0019 ext. 75003
Fax: (603) 683-0910
Email: mdenny@govconnection.com

23839979.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 3/23/2015
Valid Through: 4/22/2015
Account #:

Account Manager: Terry Potcner
Phone: (301) 340-3401
Fax: (603) 683-1238
Email: tpotcner@govconnection.com

Customer Contact: Joshua Hillman
Email: jhillman@karuk.us

Phone: (530) 493-1600 x2051
Fax: (530) 493-5322

QUOTE PROVIDED TO: AB#: 118071 KARUK TRIBE ACCOUNTS PAYABLE PO BOX 1016 HAPPY CAMP, CA 96039 (530) 493-1600	SHIP TO: AB#: 4551156 KARUK TRIBE OF CALIFORNIA 64236 SECOND AVE HAPPY CAMP ADMINISTRATION HAPPY CAMP, CA 96039 (916) 493-5305
--	---

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	Small Pkg Ground Service Level	63.00 lbs	NET 30	Open Market

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	16372343	7914EJU	Express System x3550 M4 1U RM Xeon 8C E5-2640 v2 2.0GHz / 8GB / 4x2.5" Bays / DVD SM / 4xGbE / 550W / NoOS Lenovo System x Server	Lenovo System x Server	\$ 1,860.43	\$ 1,860.43
2	1	17960315	46W2839	Processor, Xeon 8C E5-2640 v2 2.0GHz / 20MB / 95W for x3550 M4 Lenovo System x Server Accessories	Lenovo System x Server Accessories	\$ 940.89	\$ 940.89
3	24	16631456	46W0672	16GB PC3-12800 240-pin DDR3 SDRAM DIMM for System x3650 M4 7915, x3650 M4 HD 5460 Lenovo System x Server Accessories	Lenovo System x Server Accessories	\$ 219.78	\$ 5,274.72
4	1	18172003	94Y6668	System x 550W High Efficiency Medium AC Power Supply Internal Lenovo System x Server Accessories	Lenovo System x Server Accessories	\$ 267.10	\$ 267.10
5	1	13359611	41Y8298	Black USB Memory Key for VMWare Lenovo System x Server Accessories	Lenovo System x Server Accessories	\$ 67.14	\$ 67.14
6	1	15278507	00A4442	5-Year ServicePac IOR 9x5 Next Business Day Onsite Repair for X3550 M4 Lenovo System x Service	Lenovo System x Service	\$ 513.16	\$ 513.16
Subtotal						\$	8,923.44
Fee						\$	0.00
Shipping and Handling						\$	0.00
Tax							Exempt!
Total						\$	8,923.44



Quote No. 3416399

Expires: 03/29/2015 12:00:00

Bill To:

KARUK TRIBE OF CALIFORNIA
JOSHUA HILLMAN
ACCOUNTS PAYABLE
PO BOX 1016
HAPPY CAMP CA 96039
(530) 493-1600
UNITED STATES

Ship To:

KARUK TRIBE OF CALIFORNIA
JOSHUA HILLMAN
64236 2ND AVE
HAPPY CAMP CA 96039
(530) 493-1600
UNITED STATES

Dear JOSHUA HILLMAN,

This email contains your quote summary. Should you have any additional questions or wish to complete your order, please feel free to call us at Phone: 1-(630) 848-4849. Please refer to quote number 3416399 when contacting us for assistance.

Regards,
MARK KOHLS
Phone:(630) 848-4849
mark.kohls@tigerdirect.com
TigerDirect
Business To Business

SKU	Manuf Part No	SKU Description	Unit Price	Qty	Total
LQW-102030311	7914EJU	Lenovo System x3550 M4 7914 - Server - rack-mountable - 1U - 2-way - 1 x Xeon E5-2640V2 / 2 GHz - RAM 8 GB - SAS - hot-swap 2.5" - no HDD - DVD-Writer - G200eR2 - GigE - no OS - Monitor : none - Expre	1,972.49	1	1,972.49

Shipping Method: UPS - UPS GROUND

Note :

LQW-102343620	46W2839	Intel Xeon E5-2640V2 - 2 GHz - 8-core - 20 MB cache - for System x3550 M4	1,203.26	1	1,203.26
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Shipping Method: UPS - UPS GROUND

Note :

LQW- 102188451	46W0672	Lenovo - DDR3L - 16 GB - DIMM 240-pin low profile - 1600 MHz / PC3-12800 - CL11 - 1.35 V - registered - ECC - for System x3550 M4; x3650 M4; x3650 M4 BD; x3650 M4 HD; x3850 X6; x3950 X6	210.49	24	5,051.76
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Shipping Method : UPS - UPS GROUND

Note :

YYI1-NG1778	94Y6668	Lenovo High Efficiency - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-127/200-240 V - 550 Watt - for System x3550 M4 (550 Watt), 7914 (550 Watt); x3650 M4 7915 (5	232.81	1	232.81
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Shipping Method : UPS - UPS GROUND

Note :

YYT1- 10249932	00A4442	Lenovo ServicePac On-Site Repair - Extended service agreement - parts and labor - 5 years - on-site - 9x5 - response time: NBD - for System x3550 M4 7914	520.94	1	520.94
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Shipping Method : UPS - UPS GROUND

Note :

YYT1- 10253234	41Y8298	IBM Blank USB Memory Key for VMWare ESXi Downloads - USB flash drive - for System x3950 X5	62.48	1	62.48
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Shipping Method : UPS - UPS GROUND

Note :

YYT1- 80000360	SERVER3	UNLIMITED HW INSERT RAID SETUP FROM ORDE-SERVER3-SERVER3	116.80	1	116.80
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Shipping Method : UPS - UPS GROUND

Note :

YYT1- 80000355	RUNUPEX	RUN UPDATE EXPRESS FEE	26.09	1	26.09
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Shipping Method : UPS - UPS GROUND

Note :

YYT1- 80000239	BURNFEE	24HR BURN-IN DIAGNOSTICS OF EQUIPMENT	39.47	1	39.47
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Shipping Method : UPS - UPS GROUND

Note :

Purchase order:
 Item Total: 9,226.10
 Estimated Freight: 49.02
 Tax: 0.00
 *Extended Price: 9,275.12

Alternates

SKU	Manuf Part No	SKU Description	Unit Price
-----	---------------	-----------------	------------

May We Suggest

SKU	Manuf Part No	SKU Description	Unit Price
-----	---------------	-----------------	------------

Notes

Ask your agent about installation. We now offer expert hardware and software deployment services. No job is too big for us to handle from a single small network to an enterprise level rollout.

Thank you for the opportunity to provide you with the pricing and information above.

Terms & Conditions

- Sales tax will be charged where applicable unless a tax-exempt certificate is on file.
- Special buy prices are subject to change without notice in the event the manufacturer/supplier raises the price. Prices are subject to change on any instant Rebate items.
- This offer shall be valid until the quote expiration date. Because of market volatility, memory & CPU pricing are only valid for 48 hours, unless otherwise stated on this quote.
- This offer is contingent on available quantities and is subject to product availability.
- Original or faxed copy of the purchase order is required on all PO orders.
- A Return Authorization Number (RMA) is required on all returns. The RMA can only be issued within 30 days of the original ship date. We reserve the right to charge a 15% re-stocking fee where applicable.
- Returns of defective and mis-picked software and some hardware are limited to exchanges only. Some defective hardware covered by the manufacturer's warranty must be handled directly through the respective manufacturer.
- All sales are final on specific ordered items (no returns, exchanges, or refunds).
- Shipping charges are contingent on quantity orders, total weight of products and unusual size.

Click Here! to see important sales and use tax information regarding the tax you may owe directly to the state of your residence if you are located in Oklahoma, Vermont, Colorado or Kentucky.

TigerDirect, LLC is not responsible for typographical errors or omissions. This email was sent to ecutright@karuk.us in response to Quote # 3416399.

Please review the TigerDirect, LLC Privacy Policy at: <https://biz.tigardirect.com/privacy>

For Merchandise Returns: c/o TigerDirect Warehouse - 175 Ambassador Drive, Naperville, IL 60540

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ZONES™

Connecting Business & Technology

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03/18/2015

Account # 0056979248

Bill To :
KARUK TRIBE A/P
PO BOX 1016
HAPPY CAMP CA 96039
Phone : (530) 433-1000

Ship To :
KARUK TRIBE
ERIC CUTRIGHT
64236 2ND AVE
HAPPY CAMP CA 96039
Phone : (530) 493-1604

Quote : S4048001
PO# : X3550

Software prices subject to change
 Hardware quotes are valid for 7 business days
 Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES, INC
P.O. BOX 34740
SEATTLE, WA 98124-1740

PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES ACCOUNT EXECUTIVE
VIA FAX OR EMAIL

Erik Brody
Account Executive
Phone: (253) 205-3892
Fax: (253) 205-2892
Email: Erik.Brody@zones.com

Item#	Qty	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
002304444-NEW	1	LENOVO INC.	RR X3550 M4 XEON 8C E5-2640 V2 SYST	7914EJU	1,911.45	1,911.45
001353546-NEW	1	LENOVO INC.	XEON 8C PROC M E5-2640V2 95W 2.0	46W2839	1,192.21	1,192.21
002303596-NEW	24	LENOVO INC.	RR 16GB ECC DDR3 PC3-14900 CL13MEM 1866MHZ I.P RDIMM	00D5048	220.28	5,286.72
002796743-NEW	1	IBM PERSONAL COMPUTER CORP	IBM High Efficiency - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-127/200-240 V -	94Y6668	274.41	274.41
002302087-NEW	1	LENOVO INC.	5YR NBD ONSITE REPAIR 9X5 FOR SVCSSYSTEM X3550 M4	00A4442	527.02	527.02
002796260-NEW	1	IBM PERSONAL COMPUTER CORP	IBM Blank USB Memory Key for VMWare ESXi Downloads - USB flash drive - for System x3950 X5	41Y8298	66.82	66.82
			2 Ghz - 2.5 Ghz Turbo			

ASK US ABOUT
 Installations: Server
 Installations: General
 On-Site Technical Services
 Remote Help Desk Support
 Remote Network OS Support
 Hourly On-site Technical Service Rates

Visit us on the web: <http://www.zones.com>
Zones, Inc
1102 15th St. SW Suite 102
Auburn, WA 98001
Phone: (800) 419-9663

Sub-Total: \$9,258.63
Estimated Sales Tax: \$0.00
FedEx Ground: \$47.74
Grand Total: \$9,306.37

24 Mo. \$1 Out lease for \$466.99 per month
 36 Mo. \$1 Out lease for \$334.56 per month
 Please Note: Lease Amounts Exclude Tax



CERTIFIED
 as an NMBC
MINORITY BUSINESS
ENTERPRISE
 by the NMSSDC

Shipping Terms: For all shipments, Zones will arrange for shipping to the customer's destination; however, such costs are the responsibility of the customer. For shipments made during the seven calendar days preceding the end of each calendar quarter, title and risk of loss will pass to the customer upon delivery by Zones to the carrier. For all orders shipped within this seven day period, Zones will obtain third-party insurance at its own expense and will assist the customer in filing any claims with the insurance company arising from loss of damage to the shipment during transit. Prices are quoted by volume, and are subject to change without notice. Products sold by Zones are third party products and are subject to the warranties and representations of the applicable manufacturers.
RETURNS: No returns will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

We appreciate this opportunity to earn your business, and look forward to serving you soon! Thank you!

ZONES™

Connecting Business & Technology

ZU

03/18/2015

Bill To :
KARUK TRIBE A/P
PO BOX 1016
HAPPY CAMP CA 96039
Phone : (530) 493-1600

Ship To :
KARUK TRIBE
ERIC CUTRIGHT
64236 2ND AVE
HAPPY CAMP CA 96039
Phone : (530) 493-1604

Account # 0056979248
Quote : S4047989
PO# : X3650

Software prices subject to change
 Hardware quotes are valid for 7 business days
 Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES, INC
P.O. BOX 34740
SEATTLE, WA 98124-1740

PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES ACCOUNT EXECUTIVE
VIA FAX OR EMAIL

Erik Brody
Account Executive
Phone: (253) 205-3892
Fax: (253) 205-2892
Email: Erik.Brody@zones.com

Item#	Qty	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
002304489-NEW	1	LENOVO INC.	RR X3650 M4 XEON 8C E5-2650 V2 SYST	7915EJU	2,374.22	2,374.22
002475229-NEW	1	LENOVO INC.	Intel Xeon 8C Processor Model E5-2650v2 95W 2.6GHz/1866MHz/20MB	46W4365	1,415.53	1,415.53
001351963-NEW	23	LENOVO INC.	16GB 1X16GB ECC DDR3 PC3L- 12800MEM CL11 1600MHZ LP RDIMM	46W0672	218.63	5,028.49
002315695-NEW	1	IBM PERSONAL COMPUTER CORP	IBM High Efficiency - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - 750 Watt - for System	94Y6669	310.05	310.05
002301967-NEW	1	LENOVO INC.	5YR NBD ONSITE REPAIR 9X5 FOR SVCSSYSTEM X	00A4411	647.99	647.99
002796260-NEW	1	IBM PERSONAL COMPUTER CORP	IBM Blank USB Memory Key for VMWare ESXi Downloads - USB flash drive - for System x3950 X5	41Y8298	66.82	66.82
			2.6GHz - 3.4GHz Turbo			

ASK US ABOUT
 Installations: Server
 Installations: General
 On-Site Technical Services
 Remote Help Desk Support
 Remote Network OS Support
 Hourly On-site Technical Service Rates

Visit us on the web: <http://www.zones.com>

Zones, Inc
1102 15th St. SW Suite 102
Auburn, WA 98001
Phone: (800) 419-9663

Sub-Total: \$9,843.10
Estimated Sales Tax: \$0.00
FedEx Ground: \$71.38
Grand Total: \$9,914.48

24 Mo. \$1 Out lease for \$497.51 per month
 36 Mo. \$1 Out lease for \$356.43 per month
 Please Note: Lease Amounts Exclude Tax



CERTIFIED
 as an NMBC
MINORITY BUSINESS
ENTERPRISE
 by the NMSDC

Shipping Terms: For all shipments, Zones will arrange for shipping to the customer's destination; however, such costs are the responsibility of the customer. For shipments made during the seven calendar days preceding the end of each calendar quarter, title and risk of loss will pass to the customer upon delivery by Zones to the carrier. For all orders shipped within this seven day period, Zones will obtain third-party insurance at its own expense and will assist the customer in filing any claims with the insurance company arising from loss or damage to the shipment during transit. Prices are quoted by volume, and are subject to change without notice. Products sold by Zones are third party products and are subject to the warranties and representations of the applicable manufacturers.
RETURNS: No returns will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

We appreciate this opportunity to earn your business, and look forward to serving you soon! Thank you!



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GBCQ169	1619552	3/20/2015

BILL TO:
 KARUK TRIBE
 PO BOX 1016
 64236 2ND AVE

SHIP TO:
 KARUK TRIBE
 Attention To: ADMIN
 64236 2ND AVE

Accounts Payable
 HAPPY CAMP, CA 96039-1016

HAPPY CAMP, CA 96039-1016
 Contact: JOSH HILLMAN 530.493.1600

Customer Phone #

Customer P.O. # SERVER REQ 2 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHARLIE CRAWFORD 877.325.5320	DROP SHIP-GROUND	Net 30 Days-Govt-Federal	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3149600	IBM SYS X3550 M4 E5-2640 6GB Mfg#: 7914EJU Contract: MARKET	2,250.25	2,250.25
1	3150273	IBM XEON 8C E5-2640 V2 2GHZ PROC Mfg#: 46W2839 Contract: MARKET	1,245.36	1,245.36
24	3151664	IBM 16GB CL11 ECC DDR3 1600MHZ RDIMM Mfg#: 46W0872 Contract: MARKET	231.00	5,544.00
1	2044881	IBM SYSTEM X 550W AC POWER SUPPLY Mfg#: 94Y3668 Contract: MARKET	272.66	272.66
1	2674110	IBM 5YR ONSITE REPAIR 24X7X4HR Mfg#: 00A4444 Contract: MARKET	1,268.14	1,268.14
1	2623517	IBM USB MEMORY KEY F/VMWARE ESXI Mfg#: 41Y8298 Contract: MARKET	71.14	71.14
SUBTOTAL				10,651.55
FREIGHT				107.55
TAX				0.00

US Currency

TOTAL 10,759.10

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 847.371.7251

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Karuk Community Health Clinic
 64236 Second Avenue
 Post Office Box 316
 Happy Camp, CA 96039
 Phone: (530) 493-5257
 Fax: (530) 493-5270



Karuk Dental Clinic
 64236 Second Avenue
 Post Office Box 1016
 Happy Camp, CA 96039
 Phone: (530) 493-2201
 Fax: (530) 493-5364

Administrative Office
 Phone: (530) 493-1600 • Fax: (530) 493-5322
 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

Requestor: Eric Cutright

Date: March 30, 2015

Dept/Program: Orleans Broadband Project

Funding Source: 2061-00-7610.02

Check One: Small Purchase (less than \$5,000) Large Purchase (more than \$5,000)**
 Construction Contract Other:
 Independent Contractor Under \$2,000
 Independent Contractor Over \$2,000**

***Tribal Council approval is required for: all purchases exceeding \$5,000, all Agreements and all Contracts exceeding \$2,000.*

Procurement Three quotes Sealed Bid Competitive Proposal

COMPARATIVE SUMMARY (Minimum of Three Required)

Company Name	Date	Price	Contact/Phone	Indian Y/N
CedarLink, LLC.	3/30/2015	\$ 119,500.00	Forest / 541-661-4001	Y

Name of Selected Vendor: CedarLink, LLC

Basis: Lowest Price Best Qualified Vendor
 Superior Product/Service Delivery Service Provided
 Based on Annual Price Comparisons
 Sole Source Provider (MUST Attach Detailed Justification)
 Only Qualified Local Provider Due to Geographic Disadvantage

Comments: See attached Sole Source Explanation

**** REQUIRED SIGNATURES ****

*** By affixing your signature, you acknowledge that you have reviewed the attached documentation for presentation to Tribal Council.*

Eric Cutright
 Requestor

3/30/15
 Date

Laura Mayton
 **Chief Financial Officer

4-3-15
 Date

Summi Otchiel
 **Director, Administrative Programs & Compliance

3/30/15
 Date

 **Director of Self Governance(MOU/MOA) or TERO (Contracts)

 Date

 Other

 Date

Sole Source Justification for the purchase of subscriber modules supporting the wireless installation from CedarLink, LLC as part of the Orleans Broadband Project

I recommend that the Karuk tribe purchase the subscriber modules and indoor routers from CedarLink, LLC as part of the Karuk Tribe's USDA Community Connect project. CedarLink is the most logical choice to provide this product as the company's principals have been involved in this project since its inception, carrying out the engineering for the wireless installation and assisting the tribe with meeting USDA's strict standards for a wireless deployment. CedarLink is a 100% Native-Owned Company, and is a certified reseller for all of the materials in the attached quote.

CedarLink Technologies is the official channel partner of Datasat Technologies, who is listed in the grant proposal that was approved by USDA. The appropriate section of the grant is quoted here:

E. System design

The Tribal council has passed a resolution to work with EnerTribe, FTIC and Datasat to accomplish the deployment of this network. Native Link Communications, FTIC, EnerTribe and Datasat have made multiple site visits to gain a thorough understanding of the needs.

CedarLink Technologies is the official representative of Datasat, who is named in the grant to perform both engineering and installation of the wireless portions of the project.

The costs for the subscriber modules and indoor routers are within the most recent budget of the Community Connect Grant, approved on September 3, 2014.

Eric Cutright
IT Director
Karuk Tribe
03/30/15

3/30/15 - Per Eric - the only company that sells product in US to his knowledge.
- SMO.



I am away at the Telehealth Summit on April 9, 2015.

Requirements:

Change in Scope Request to add Orleans Clinic into the HRSA Scope of Work. Completed March 2015

FTCA Deeming Application will be due in May. Board minutes need to reflect CAI Activity Reports. Please approve the Organizational Performance Improvement Plan because I need to send it in with the application and it must be approved by Board within the last 2 years.

Accreditation:

This is a very high priority! The surveyors may come as early as June. Vickie Simmons is working on the application right now and as soon as they receive it they will schedule a date and it will usually be prior to our expiration date.

We are working on high speed to get the policies reviewed or revised and organized. We believe that we have many things to accomplish before survey, so that is what you will find us doing.

Please approve the policies that we will be submitting.





**Karuk Tribal Health Board Report
For April 10, 2015 Meeting**



Dental Department March 2015 Report

1. Travel and Training

- a. April 29, 2015- There will be no providers at the HC Dental Clinic on this day, the dentist and the hygienist will be out on leave or travel.
- b. HC Hygienist Nicole (Nikki) will be on travel and personal leave from April 29th through the 8th of May. During this time she will attend the California Dental Association's Conference in Anaheim, CA.
- c. Dental Staff attending the annual I.H.S Dental Conference, May 10, - May 15th are:
 - i. Yreka staff- Dr. Ash; Jess Courts RDAEF2; Beatty RDA; and Allison Ortiz RDH.
 - ii. HC Staff- Dr. Bressea; Tammy Rompon RDA; and Cheryl Asman Receptionist.
- d. Dr. Bressea Dentist at the HC Dental has submitted leave requests, they were approved for April 29th, May 20th and August 15 & 17, 2015. At this time we are letting you know there will be no dental providers available at the HC Dental Clinic in the afternoon on August 15, 2015; the clinic will remain open for other dental services.

2. Dental Department Activities

- a. We have started conducting our dental provider peer reviews and should be completed soon.
- b. In March Happy Camp Dental Hygienist Nikki completed Dental Screenings on students attending elementary schools along the Klamath River and the Karuk Head Start.

3. Vickie Walden's Projects

- a. Installing Dental Intra-Oral Cameras - I am working with Dale in the IT Department on this project. The cameras will be a great tool for patient education and emergency evaluations in our clinics when a dentist is unavailable. It will connect to our Dentrix EDR and we hope it will allow us to take pictures and save the images in the patients EDR. This would allow our providers to view the images from either clinic.
- b. Digital X-Rays – I am doing research on transitioning to Digital X-Rays.
- c. Preparing for AAAHC Survey – (1.) I have been working with the Policy Committee on the Health Policies and my assignment is to the review, update our dental policies and take them through our approval process. (2.) I will be part of the internal AAAHC Mock Survey group and we will be conducting an unannounced AAAHC Mock Survey at each clinic.

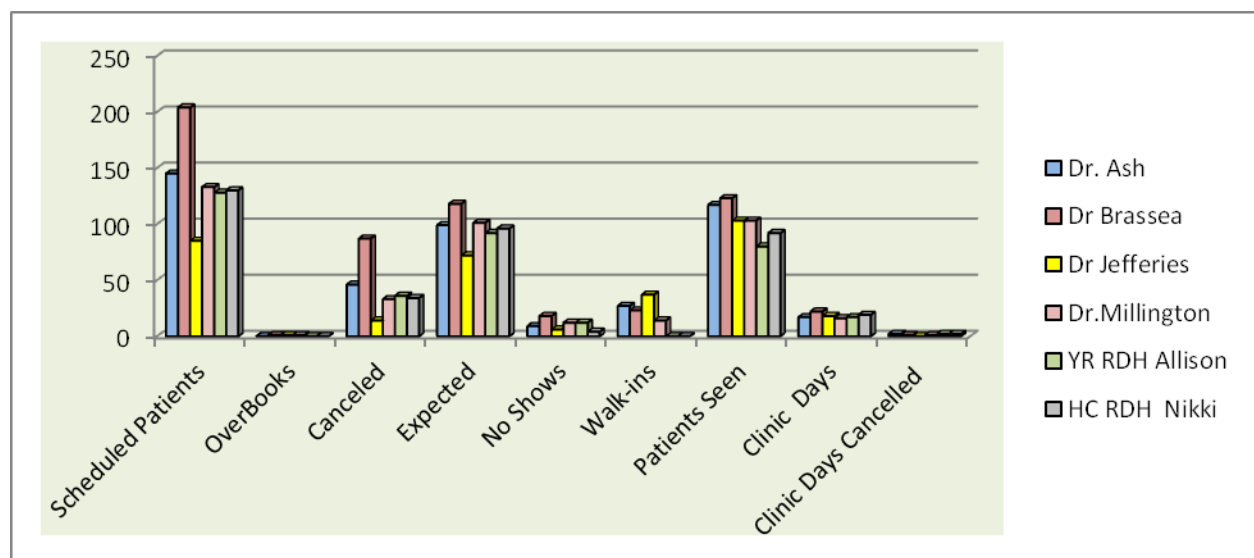
4. Dental Budget Report

○ <u>I.H.S. 3000-41 Yreka Dental</u> – Budget Appropriations	\$ 1,150,028.54
▪ Year to Date Expenditures	\$ 283,519.05
▪ Outstanding Encumbrances	\$ 1,447.30
▪ Unencumbered Balance	\$ 86,7956.79
	24.53% Used
○ <u>I.H.S. 3000-42 Happy Camp</u> – Budget Appropriations	\$ 648,960.38
▪ Year to Date Expenditures	\$ 242,156.81
▪ Outstanding Encumbrances	\$ 201.72
▪ Unencumbered Balance	\$ 406,601.85
	37.35% Used
○ <u>Third Party 3900-00-7600.00 Dental Lab Indian</u> – Budget Appropriations	\$ 120,000.00
▪ Year to Date Expenditures	\$ 43,113.71

▪ Outstanding Encumbrances	\$ 20,242.52	
▪ Unencumbered Balance	\$ 56,643.77	52.80% Used
○ <u>Third Party 3900-00-7606.06 Yreka Dental Supplies Budget Appropriations</u>		\$ 75, 000.00
▪ Year to Date Expenditures	\$ 19,044.34	
▪ Outstanding Encumbrances	\$ 8,744.59	
▪ Unencumbered Balance	\$ 47,211.07.58	34.05% Used
○ <u>Third Party 3900-00-7606.07 HC Dental Supplies Budget Appropriations</u>		\$25,000.00
▪ Year to Date Expenditures	\$ 4,211.36	
▪ Outstanding Encumbrances	\$ 98.80	
▪ Unencumbered Balance	\$ 20, 689.84	17.24% Used
○ <u>Third Party 3900-00-7601.00 Dental Lab Non-Indian– Budget Appropriations</u>		\$12,000.00
▪ Year to Date Expenditures	\$ 6,715.72	
▪ Outstanding Encumbrances	\$ 3,218.90	
▪ Unencumbered Balance	\$ 2,065.38	82.79% Used
○ <u>HRSA 3400-15-7500.03 Dental Supplies Budget Appropriations</u>		\$50,000.00
▪ Year to Date Expenditures	\$ 15,811.96	
▪ Outstanding Encumbrances	\$ 9,401.26	
▪ Unencumbered Balance	\$ 24786.78	50.43% Used

1. **Dental Clinic Visit Report for March 2015.** Data Taken from the RPMS Scheduling Package Work Load Report - Patients Scheduled vs. Patients Seen. This data is pulled from each BMW/RPMS Providers Schedules.

	Scheduled Patients	Overbook	Canceled	Expected	No Shows	Walk-ins	Patients Seen	Clinic Days	Clinic Days Cancelled
Dr. Ash	145	0	46	99	9	27	117	17	2
Dr. Brassea	204	1	87	118	18	23	123	22	1
Dr. Jefferies	85	1	14	72	6	37	103	18	0
Dr. Millington	133	1	33	101	12	14	103	16	1
YR RDH Allison	128	0	36	92	12	0	80	17	2
HC RDH Nikki	130	0	34	96	4	0	92	19	2



Report Respectfully Submitted by Vickie Walden RDA on April 2, 2015

Health Board Update
Raul Recarey – 04/09/2015

REPORTING: Last month we discussed implementing phase 1 of new reporting and I've been including information from these in my weekly updates to Council. We've already seen a positive impact from this; providers approached me individually to discuss ways to improve their individual scores. I believe we have also strengthened the staff-provider teams with this. Since healthcare is a team effort, this will result in better coordination and efficiency at our clinics. Phase II of reporting now includes proposing we adopt the tracking of 15 ratios and metrics / the specific elements have been submitted to you and we will be awaiting your decision.

- **Patient Satisfaction Results** – Were rolled out April 1st – I am receiving the individual responses and keeping score. Surveys are gathered at the end of the day at each location, then scanned and emailed to me directly.

INDIAN HEALTH SERVICES – In response to meeting ARRA and Meaningful Use **criteria**, IHS has notified us of their plans for **HIE & HIT**. I'm happy to report that I have reviewed their scope of services and the course of action they have laid out will benefit us. The primary services they intend to offer are as follows:

- **Master Patient Index (MPI)** – provides a unique identifier for all patients registered across facilities that use the RPMS
- **Health Information Exchange (HIE [internal] / eHealth [external])** – allows providers at one facility to access patient health summary documents from another location (I/T/U) and provides a gateway to the external, national **Healthway** eHealth Exchange to support the exchange of information with other public and private health care partners
- **Personal Health Record (PHR)** – web-based portal that allows patients to access their personal health information
- **DIRECT Mail (DIRECT)** – enables directed, secure exchange of personal health information between providers and between patients and their health care teams using the Direct secure email protocol

I have not received response to my specific questions which include more detail relating to the technical and financial segments of their plans, but will keep the pressure in receiving responses and will inform this Health Board as I learn more.

PAYMENT REFORM – PILOT DISCUSSION – We have started conversations with MediCal and the California Primary Care Association to discuss participation in the **MediCal Capitation Pilot** program. As part of the information they've sent us is a calculator to help us model various scenarios, copy of which I've provided to our CFO. We need to wait for confirmation from our CFO, but the total amount of payments we receive through capitation should be higher than what we receive through individual billing in fee for service mode. Eventually, capitation will be the standard way health systems like ours will receive reimbursement. I believe participating in this pilot offers several advantages: 1) It allows us to be in on the ground floor as MediCal experiments with setting policy, 2) Since a "pilot" is in essence a test bed, we have additional flexibility that would allow us to explore ways to maximize the benefit to our organization, 3) It gives Karuk HHS a head-start into how to best operate in the coming environment, and 4) Eliminating billing to Medical will significantly reduce the administrative burden of processing and reconciling claims. **Personnel can be repurposed into other areas instead.**

MEETINGS – No outside meetings are scheduled for the month of April at this time.

KARUK TRIBE HEALTH AND HUMAN SERVICES
BUSINESS OFFICE HEALTH BOARD REPORT
APRIL 9, 2015

Beacon/Chipa (managed medi-cal) for the Behavioral Health visits continues to have payment problems. After Beacon's agreement to allow us to back bill to January 1, 2014 we have begun receiving small payments . Beacon has apologized and they are aware their payment system is behind and hope to have it caught up to date in the near future. The biggest problem is that to resubmit these older claims over again requires an appeal process which is labor intensive and costly considering manpower hours and products and mailing.

We have not heard what the new payment rate will be for our managed medi-cal visits. Nor receipt of our retroactive medi-cal payment.

Sharon Meager, Data Analyst for the Orleans clinic moved her retirement date to allow time to train her replacement Travis King; Karuk Descendant and resident of Orleans. He is doing extremely well during his training and very pleasant to work with; as well as being a quick study. He will be working intermittently with April Spence and a day or two with Sheila Super also in the future to round out his capabilities.

Eileen has attended a training in Sacramento this first week of April and will be reporting that in the following month's report. We have yet to see any ICD 10 trainings available. CRIHB said they will be having a couple later this summer; that will help us gear up and succeed easier in the fall when it actually goes live nationally. And perhaps IHS will come up with something. I will make sure each and every person in the Business Office (coders, billers, A/R) all get some form of ICD 10 if at all possible. I have been mentioning to the providers their documentation is a very significant role in the coding. Documentation has always been important but now must become even more thorough then ever before. As with all of us we need to pursue some of this coding knowledge on our own time to perfect our skills. It is my understanding IHS is not quite ready to begin testing the codes in the billing package.

My biggest concern regarding ICD 10 is April Spence and I are both Certified Coders and it is mandatory that we take and **pass** the full ICD 10 national test to keep our certification. This will be costly and timely. She is certified thru AAPC and I am certified thru Ahima. Her class will be easier to find as AAPC is all out patient clinical type, whereas my AHIMA certification includes all outpatient hospital services also ie: radiology, heart catheterization laboratory, neurology, nuclear medicine, outpatient surgery, etc. These are all items that I no longer deal with in any way, shape or form and have become very obsolete in the current procedures and vernacular of the current medical format and testing methodology. I have not worked in a hospital since 1985. I had a very difficult time with my re-certification exam this year and luckily it was not a one time only exam so I was able to be able to look up some of the current procedures. But a national exam is time based and you are allowed to look items up in the code books but all within their time restraints.

Financial reports are attached.

Respectfully Submitted
Suzanna Hardenburger, CCS-P

	MONTHLY REVENUE REPORT			BUSINESS OFFICE	
	MARCH 2015	Happy Camp	Yreka	Orleans	KTHP
	Revenue Medical	\$81,138.82	\$114,141.69	\$20,625.38	\$215,905.89
	PHC Capitation	\$7,779.00	\$11,088.73	\$2,498.74	\$21,366.47
	HPSA Quarterly Incentive	\$0.00	\$0.00	\$0.00	\$0.00
	Revenue Dental	\$39,630.57	\$102,487.22	\$0.00	\$142,117.79
	Revenue Mental Health	\$9,386.43	\$22,958.68	\$97.19	\$32,442.30
	Revenue Telehealth	\$19.46	\$2,461.66	\$0.00	\$2,481.12
	Revenue Homecare	\$88.09	\$11.46	\$0.00	\$99.55
	Revenue Total	\$138,042.37	\$253,149.44	\$23,221.31	\$414,413.12
		Happy Camp	Yreka	Orleans	KTHP
	Billing MARCH Medical	\$131,119.18	\$ 175,667.75	\$28,898.78	\$335,685.71
	Billing MARCH Dental	\$15,700.40	\$ 123,614.60	0	\$139,315.00
	Billing MARCH Mental Health	\$7,072.20	\$ 24,763.47	\$557.00	\$32,392.67
	Billing MARCH Telehealth	56.97	\$404.29	\$383.27	\$844.53
	Billing MARCH Homecare		\$11.46		
	Billed Grand Total	\$153,948.75	\$ 324,461.57	\$29,839.05	\$508,249.37
	BILLING DEPARTMENT BUDGET 2015				
					AVAILABLE %
PROGRAM	YEAR END ANNUAL	EXPENSES TO			Could be spent
YEAR	BUDGET	DATE	BALANCE	% USED	at this date
FY 2015	\$504,963.97	\$198,841.37	\$305,860.18	39.43%	50.04%