

**KARUK TRIBE**  
**HEALTH BOARD MEETING AGENDA**  
Thursday, May 12, 2016 **3 PM**, *Happy Camp, 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**

1.

**EE) CONSENT CALENDAR**

None

**F) APPROVAL OF THE MINUTES** (April 14, 2016)

**H) GUESTS** (Ten Minutes Each)

1. Laura Olivas, Controller

**I) OLD BUSINESS** (Five Minutes Each)

1.

**II) DIRECTOR REPORTS** (Ten Minutes Each)

1. Josh Stanshaw, Project Manager (written report)
2. Annie Smith, PHN (written report)
3. Pat Hobbs, Children & Family Services (written report)
4. Vickie Walden, Dental Office Manager (written report)
5. Eric Cutright, IT Director (written report)
6. Lessie Aubrey, Grants, Compliance, Accreditation Manager (written report)
7. Patricia White, RPMS Site Manager (written report)

**K) REQUESTS** (Five Minutes Each)

1.

**M) INFORMATIONAL** (Five Minutes Each)

1.

**M) CLOSED SESSION** (Five Minutes Each)

1. CHS (dinner break)

2. Troy Hockaday
3. Fatima Abbas
4. Barbara Snider
5. Tribal Council Members

**N) SET DATE FOR NEXT MEETING (Thursday, June 9, 2016 at 3 PM in Orleans, CA.**

**OO) ADJOURN**

**Karuk Tribe – Health Board Meeting  
April 14, 2016 – Meeting Minutes**

**Meeting called to order at 3pm by Vice-Chairman, Robert Super.**

**Present:**

Robert Super, Vice-Chairman  
Michael Thom, Secretary/Treasurer  
Alvis “Bud” Johnson, Member at Large  
Elsa Goodwin, Member at Large  
Charron “Sonny” Davis, Member at Large  
Josh Saxon, Member at Large  
Renee Stauffer, Member at Large  
Arch Super, Member at Large

**Absent:**

Russell “Buster” Attebery, Chairman (excused)

**Prayer was done by Sonny Davis and Robert Super read the Mission Statement for the group.**

**Agenda:**

Elsa Goodwin moved and Bud Johnson seconded to approve the agenda with changes, 7 haa, 0 puuhara, 0 pupitihara.

**Consent Calendar:**

Arch Super asked about the consent calendar about the agreement with TeleHealth. Eric explained that if the growth continues in the Orleans Clinic it may be an issue but this is more space than they have currently. It will meet their immediate needs.

Arch Super moved and Josh Saxon seconded to approve the consent calendar, 5 haa, 0 puuhara, 1 pupitihara (Arch Super).

**Minutes of March 10, 2016:**

Arch Super moved and Renee Stauffer seconded to approve the minutes of March 10, 2016, 4 haa, 0 puuhara, 3 pupitihara (Michael, Elsa, Arch).

**Guests:**

**1.) Alicia Derry, Self-Governance:**

Alicia is present to seek approval of support for AB122 for sugary drinks in California. It will be charged to the distributor. This may be subject to stores who are considered as distributors. The State Board Tax Franchise will be responsible to collect the tax. Michael noted that this will help with the State Indian Health Program and if that tax goes to that, then the Tribe may access that as well.

Arch commented that CRIHB provided a presentation on this topic. It was a good presentation and basically trying to help with health issues related to the sugar adverse effects to the population. Alicia noted that it is attempting to take an overall State approach to take taxes and spread that funding out throughout the county and populations.

The Tribe is not eligible as a non-profit and neither is KCDC. Alicia noted that the Tribe is not considered a non-profit but the Tribe has the same tax status as tax exempt or donation.

Laura Mayton clarified that the Tribe is not a 501c3 however many organizations grant money to the Tribe as a being tribal government operation. Alicia noted that overall the bill is designed to assist, however she would like to have more specific tribal references in it. CRIHB is requesting support of this bill and she is presenting the support letter.

The Council will review it and get back to Alicia.

**2.) Angela Baxter, AOD Program:**

Angela is present to seek approval of the DUI Program. The County will provide monitoring and they want to charge a fee. Angela met with the State and the County and they noted that the Tribes agree to this. Robert advised that Fatima should be consulted in this discussion as well.

Elsa explained that if the audit by the State isn't needed then they should fully understand what the oversight is. The State has usually done monitoring however never the County, which is new.

Arch asked about the 5% revenue and if that will be included in an agreement that will be revised. Robert asked if this will increase then will the rate charged to the clients go up. The fees will be increased anyway, and then they will hopefully have a better understanding of the 5% fee included in it.

Angela then sought approval of a position description. She is having a difficult time filling an AOD Counselor position that will serve Happy Camp, Orleans or Yreka. The position will be filled and they will determine where they will work to serve patients. She is increasing the salary and noting the service area, to make it clear that if the person has an office in Yreka, they will still provide services to the service area. Michael thinks this is a great idea to ensure filling it.

Michael Thom moved and Renee Stauffer seconded to approve the revised position description, 7 haa, 0 puuhara, 0 pupitihara.

**3.) April Attebury, Youth To Wellness Court:**

April updated the Council on the youth to wellness court. She has been advised to get an action plan into place. She presented it at the Yav Pa Anav Meeting. That forum allows for communication on reporting. April reviewed her Community Interventions and Strategies Action Plan. She then updated what her grant is and the project that she is funded for. She noted that they are working on resource material that will be provided to the youth that may need crisis information. Cassidy is working on a community action plan as well.

Robert noted to create useful resource information such as magnets or "cool" items that the kids will keep handy.

She then introduced Alma. She is doing an Internship Program as a part of her employment under this grant. She provided a youth healing to wellness workshop. It is for youth and community members. It will have speakers and presenters. TANF clients will be allowed to participate and incentives for participation.

**Old Business:**

**1.) Eileen Tiraterra, Billing Department:**

Eileen is present to seek approval of a new policy for record retention and destruction of billing records. Josh asked if Fatima reviewed the policy. Eileen noted that this is a new policy. The ACQI Committee has approved this.

Josh Saxon moved and Renee Stauffer seconded to approve policy for retention on billing records, 7 haa, 0 puuhara, 0 pupitihara.

Arch Super announced that he has 10 tickets to sell for the Annual Basketweavers Gathering.

**Director Reports:**

**1.) Vickie Walden, Dental Office manager:**

Vickie is present to review her report. She provided a one page report. She has not forgotten a request for the last audit report from HRSA. She reported that it is a large report full of information, so she wanted to know which Council Members would like to review it and also in hard copy or electronic format. Vickie will send it electronically and provide a few hard copies.

Josh asked about dental services in Orleans. Vickie noted that due to staffing there are no services in Orleans. The vacancy has been posted since November of last year for the Yreka vacancy. With little to no response, the Happy Camp is helping Yreka. This leaves no service for Orleans. The Dental Director position has still been vacant. Josh asked for this to be posted further and a broader outreach. Dora reported that the positions are going to CRIHB, HRSA, and website. Renee and Josh asked that the positions get posted broader and locally as well. Advertising has to be done on vacant positions to ensure back-filling is taking place of crucial positions.

Robert asked if Vickie had any recommendations on seeking full time positions. Vickie noted that the wage/salary is not competitive. Also, the rural locations make it difficult. Vickie isn't sure there is a loan repayment program for hygienists. Josh Stanshaw noted that it would be helpful for the staff to communicate on this option. Josh explained that federal applications for loan repayment are high volume, but the health program has several programs that staff may be eligible for. It is very competitive but having open communication of due dates and eligibility would provide for another retention tool if staff is accepted.

Josh Saxon moved and Sonny Davis seconded to approve Vickie's report, 7 haa, 0 puuhara, 0 pupitihara.

**2.) Eric Cutright, IT Director:**

Eric is present to review his report. He first sought approval of a new copier for the Admin Office. The replacement copier will come in from Canon Solutions America and an agreement for maintenance.

Renee asked if there is some training on use of the machine. It is bigger, faster and the same finisher.

Michael Thom moved and Sonny Davis seconded to approve procurement and agreement 16-A-043 with Canon Solutions America, 7 haa, 0 puuhara, 0 pupitihara.

He then sought approval of contract 16-C-061 with Trinity Valley Consulting Engineers which will cover planning, design, bid management and inspections of fiber optic outside plan facilities for KRRBI project. There were four bids received with the lower bid appears to be able to do the work.

The bulk of the funding is for overseeing of the planning and ensuring operations to the project. It is under contract 16-C-061.

Elsa asked about the FCC bill that recently released; AB2395. It is being sponsored by Evan Low (D-Silicon Valley) which will strike out low income telephone services. In relation to broadband this could significantly increase the Broadband project or kill the entire project. If the bill passes it may end the broadband efforts for the Tribe. The Tribe would like this worked on and effort to oppose if needed.

Renee Stauffer moved and Bud Johnson seconded to approve contract 16-C-061, 6 haa, 0 puuhara, 0 pupitihara (Michael absent for vote).

Eric noted that Acme is way ahead of schedule and it will be done way under schedule.

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

**3.) Lessie Aubrey, Interim Health CEO:**

Lessie is present to review her report. Renee asked how things are in Orleans. Lessie had a pharmacy inspection done and it has improved and will also be reviewed later. Regina signed her contract for three years which will create stability at that facility.

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

**4.) Josh Stanshaw, Project Manager:**

Josh is present to review his report. The move is going smooth and will be done in two stages. Josh noted that a fire marshal clearance needs to be done.

Josh then explained HRSA and NHSC and loan repayment programs that may be useful. He reviewed who would be eligible for loan repayment and what licensure is covered. High scores do not mean they get automatic approval but the staff must complete the application process. He felt that he could have obtained this information without his recent travel, but he is glad to have the information to provide assistance as requested.

Josh Saxon moved and Bud Johnson seconded to approve Josh Stanshaw's report, 7 haa, 0 puuhara, 0 pupitihara.

**5.) Annie Smith, PHN:**

Annie is present to review her report. There have been recent discussions on Elders Workers and CHR's with the determined need to find out what services are offered by the dual positions or separate positions. Services to Elders are a priority and recent communication needs provided on the work that is being done. . She would like to look into funding options for this service.

Her action item is a request for a car purchase. Two vehicles were removed from the fleet due to miles and long term repairs. Annie went on to discuss her report and standard care for TeleHealth Medicine. Trips will provide face-to-face visits but they are quite a distance.

The health program has the funding in their budget to purchase the vehicle.

Elsa Goodwin moved and Renee Stauffer seconded to approve procurement and allow the purchase of vehicle from Ellis Brooks, 7 haa, 0 puuhara, 0 pupitihara.

Annie will be reporting on the outreach visits and data collected on their activities.

Michael Thom moved and Josh Saxon seconded to approve Annie's report, 7 haa, 0 puuhara, 0 pupitihara.

**6.) Pat Hobbs, Children & Family Services:**

Report provided, on vacation.

Arch Super moved and Michael Thom seconded to approve Pat's report, 6 haa, 0 puuhara, 0 pupitihara (Elsa absent for vote).

**7.) Patricia White, RPMS Site Manager:**

Patti is present to review her report. She reported the visit count on the activity of the clinics and the programs that are administered and reported through RPMS. They continue to work on direct messaging.

The UDS report was finalized and was submitted to HRSA. She continues to work on getting an upgrade to the BMW (PMA) which has changed several times. They are behind on the upgrades due to updating and failure. A test database was built to test a live upgrade.

Elsa Goodwin moved and Renee Stauffer seconded to approve Patti's report, 7 haa, 0 puuhara, 0 pupitihara.

**Closed Session:**

Consensus: to deny request for the Tribes equipment purchase. Equipment shall be moved to another tribal building.

Saxon moved and Elsa Goodwin seconded to approve ICW resolution 16-R-050, 7 haa, 0 puuhara, 0 pupitihara.

Arch Super moved and Elsa Goodwin seconded to approve financial report, 7 haa, 0 puuhara, 0 pupitihara.

Robert and Arch excused themselves from the meeting.

Elsa Goodwin moved and Josh Saxon seconded to approve Tribal Member #SA appeal of TANF services and to ensure paperwork is accepted and received, becoming eligible under policies of TANF, 5 haa, 0 puuhara, 0 pupitihara.

Arch and Robert re-entered the meeting.

Consensus: to refer David Lawe back to KTHA for request on use of the building.

Arch Super moved and Elsa Goodwin seconded to follow the recommendation of HR to terminate employee, 7 haa, 0 puuhara, 0 pupitihara.

Consensus: for the Education Coordinator or staff person to be present in Orleans 2 days per week, on those days, coverage of the supervisor shall be in Yreka to provide assistance or coverage for part time placement.

Fatima Abbas – Arch Super moved and Sonny Davis seconded to move Eric Cutright to under the Council and charge the Health CEO to the health budget, 7 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Arch Super seconded to approve the revised direction in of restructuring, 5 haa, 0 puuhara, 0 pupitihara (Elsa/Michael absent for vote).

Josh Saxon moved and Renee Stauffer to pay the invoice Orick \$50,000 per month until paid in full, 7 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Renee Stauffer seconded to approve letter in support of Coquille Tribe position, 7 haa, 0 puuhara, 0 pupitihara.

Michael moved and Elsa Goodwin seconded to allow up to \$600 for travel, lodging, per diem for transport services April 26<sup>th</sup>, 2016, 5 haa, 0 puuhara, 2 pupitihara (Arch/Josh).

Elsa Goodwin moved and Bud Johnson seconded to approve the Office Manager Position Description with changes, 6 haa, 0 puuhara, 0 pupitihara

Michael Thom moved and Sonny Davis seconded to approve modification (2) to contract 15-C-052, 5 haa, 0 puuhara, 0 pupitihara (Renee absent for vote).

Josh Saxon moved and Bud Johnson seconded to approve modification (3) to contract 15-C-015, 6 haa, 0 puuhara, 0 pupitihara.

Sonny Davis moved and Josh Saxon seconded to approve out of state travel for Robert Super May 24-25, 2016 to the NTAC Meeting, 6 haa, 0 puuhara, 0 pupitihara.

Consensus: to deny person use of tribal vehicles for the Senior Trip. All requests for these events shall be denied and consistent.

Elsa Goodwin moved and Renee Stauffer seconded to approve up to \$2,000 for removal of a trailer, 6 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin – discussion on Youth Council items, TANF complaints, KTHA surveys, KTHA LITCH is moving along.

Education Coordinator – deliverables in the education grant, the Council would like to know that the Service Coordinators are doing their job, other issues.

Consensus: to refer medical intern to Lessie, Dr. Vasquez and Fatima Abbas to review as an option for the Tribal Clinics.

Consensus: for the KTHA BOC to be notified to provide the letters of intent received and the Council will review recommendations.

**Next Meeting Date: May 12, 2016 at 3pm in Happy Camp**

**Respectfully Submitted,**

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**Robert Super, Vice-Chairman**

**Recording Secretary, Barbara Snider**





May 5<sup>th</sup>, 2016

# REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Laura Olivas DATE: 04/25/2016

DEPARTMENT: Health

DEADLINE DATES  
E: ASAP (5/12/16) AMOUNT: \$ 21,675.00 FROM: 04/01/2016 TO: 03/31/2017

**BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:**

To provide primary medical care for Early Intervention Services (EIS) to HIV patients in Siskiyou County

REVIEW:	COMPLIANCE	CFO	OTHER:
NARRATIVE:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BUDGET:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INDIRECT COST:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MATCH	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOCUMENTATION:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TRIBAL RESOLUTION:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PAID BY 3RD PARTY HEALTH

COMMENTS: Waiting for PA License, Confidentiality Statements from staff (3) and will get proof of insurance once approved.

COMPLIANCE:

CFO:

OTHER:

**REQUIRED SIGNATURES\***

REQUESTOR*	<u>Laura Olivas</u>	DATE	<u>04/25/2016</u>
CFO*	<u>Laura Mayton</u>	DATE	<u>4-26-16</u>
COMPLIANCE*	<u>Rebecca Purdy</u>	DATE	<u>4/26/16</u>
CHAIRMAN	_____	DATE	_____
OTHER	_____	DATE	_____

**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 RESOLUTION**

Check One:  **Resolution**      Karuk Tribe Number Assigned: **15-R-063**  
 **Prior Amendment:**

Requestor: **Laura Olivas**      Date: **April 25, 2016**

Department/Program: **Finance**

Brief Description of Purpose:  
**Authorization for Plumas County Agreement PARTC1617KARUK in the amount fo \$21,675.00**

**\*\* REQUIRED SIGNATURES \*\***

_____	_____
_____	_____
<b>**Self-Governance Coordinator</b>	Date
<b>Other</b>	Date

WILL PRINT ON  
LETTERHEAD (3 COPIES)  
ONCE APPROVED

**RESOLUTION OF THE  
KARUK TRIBE**

**Resolution No: 16-R-063**  
**Date Approved: May 12, 2016**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE SERVICE AGREEMENT PARTC1617KARUK WITH THE PLUMAS COUNTY PUBLIC HEALTH AGENCY FOR \$21,675.00 TO PROVIDE SERVICES TO HIV POSITIVE PATIENTS IN SISKIYOU COUNTY INCLUDING A LIMITED WAIVER OF SOVEREIGN IMMUNITY EXCLUSIVELY TO PLUMAS COUNTY SPECIFICALLY FOR THE PURPOSES OF ENFORCING THIS SPECIFIC AGREEMENT.**

**WHEREAS;** the Karuk Tribe is a Sovereign Aboriginal People, that have lived on their own land since long before the European influx of white men came to this continent; and

**WHEREAS;** the members of the Karuk Tribe have approved Article VI of the Constitution delegating to the Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People, including negotiating and contracting with federal, state, Tribal and local governments, private agencies and consultants; and

**WHEREAS;** the members of the Karuk Tribe have approved Article VIII of the Constitution assigning duties to the Chair, Vice Chair, and Secretary/Treasurer including signing and executing all contracts and official documents pertaining to the Karuk Tribe; and

**WHEREAS;** the Karuk Tribe is a federally recognized Tribe and its Tribal Council is eligible to and is designated as an organization authorized to Contract pursuant to P.L. 93-638, as amended, on behalf of the Karuk Tribe; and

**WHEREAS;** the Karuk Tribal Council continues to support the health and well-being of Tribal Members and other Native Americans living within its communities; and

**WHEREAS;** there is a need for services for HIV positive patients in Siskiyou County; and

**WHEREAS;** the Karuk Tribal Health and Human Services Programs provide primary medical care in coordination with HIV consultants to Early Intervention Services (EIS) enrolled patients; now

**WHEREAS;** a limited waiver of sovereign immunity is granted exclusively to Plumas County for the specific purpose of enforcing this agreement, including a waiver of any claim or defense to exhaust Tribal administrative or judicial remedies; now

**THEREFORE BE IT RESOLVED;** that the Karuk Tribal Health and Human Services Program will comply with subcontractor requirements in the scope of work of the agreement between the Karuk Tribe and Plumas County; now

**THEREFORE BE IT FINALLY RESOLVED;** that the Karuk Tribal Council authorizes the acceptance of the service agreement PARTC1617KARUK with the Plumas County Public Health Agency for \$21,675.00 to provide services to HIV positive patients in Siskiyou County including a limited waiver of sovereign immunity exclusively to Plumas County specifically for the purpose of enforcing this specific agreement.

**CERTIFICATION**

I, the Chairman, hereby certify the foregoing resolution 16-R-063 which was approved at a Health Board Meeting on May 12, 2016, was duly adopted by a vote of \_\_\_\_\_ AYES, \_\_\_\_\_ NOES, \_\_\_\_\_ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which \_\_\_\_\_ voted.

\_\_\_\_\_  
Russell Attebery, Chairman

\_\_\_\_\_  
Date

## Laura Olivas

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**From:** Olney, Rosie <RosieOlney@countyofplumas.com>  
**Sent:** Monday, April 25, 2016 10:39 AM  
**To:** Laura Olivas  
**Cc:** Woodruff, Andrew  
**Subject:** RE: Agreement  
**Attachments:** KURAK-1.pdf

Good Morning Laura,

Per your request, I have made changes to items 1,2, 4 & 5. As far as item 3 yes you can have one of the other executive Officer sign (just cross out old name). Thank you.

Rosie Olney, Management Analyst  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6338

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**From:** Laura Olivas [mailto:[lolivas@karuk.us](mailto:lolivas@karuk.us)]  
**Sent:** Monday, April 25, 2016 9:51 AM  
**To:** Olney, Rosie  
**Cc:** Woodruff, Andrew  
**Subject:** RE: Agreement

Okay in quickly looking over the document before I send it for internal review before approval at our Health Board meeting on May 12, 2016, I noticed a few minor errors:

1. Page 5 of 26 – Andrew is now my contact at least that is who I communicate with
2. Page 5 of 26 – my last name is Olivas not Olivia
3. Page 10 of 26 – Raul Racarey is no longer with us and hasn't been since the last contract was approved in February 2016. Unfortunately at this time there is no CEO and Lessie Aubrey is the acting CEO until one is hired. Last time Plumas County allowed us to have one of our other Executive Officers sign in his place. Are we going to be able to do that again?
4. Page 13 of 26 – Impossible to have the 4<sup>th</sup> Quarter invoice submitted (March 15<sup>th</sup>) before the grant ends (March 31<sup>st</sup>) as I normally have to have the final payroll paid which occurs in April and then accrue.
5. Page 13 of 26 – Personnel is J Cronin not C Cronin, as the PA is Jennifer Cronin

Thanks,  
L☺

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**From:** Olney, Rosie [mailto:[RosieOlney@countyofplumas.com](mailto:RosieOlney@countyofplumas.com)]  
**Sent:** Friday, April 22, 2016 11:53 AM  
**To:** Laura Olivas  
**Cc:** Woodruff, Andrew  
**Subject:** Agreement

**SERVICES AGREEMENT FOR KARUK TRIBE**

This AGREEMENT is made and entered into this 1st day of April, 2016 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "County" and KARUK TRIBE, a Tribal Government Corporation, hereinafter referred to as "Subcontractor".

**WITNESSETH:**

- A. **WHEREAS**, County proposes to have Subcontractor provide a primary health care provider for HIV+ individuals living in Siskiyou County as described herein below; and
- B. **WHEREAS**, Subcontractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. **WHEREAS**, County and Subcontractor desire to contract for specific services in connection with the project described in this agreement and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY SUBCONTRACTOR**

1.1. Scope of Services. Subcontractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Subcontractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Subcontractors in similar fields and circumstances in accordance with sound professional practices. Subcontractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Subcontractor's performance of this Agreement.

1.3. Warranty. Subcontractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Subcontractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and

judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Subcontractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Subcontractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735. Indian Preference in accordance with Karuk Tribal TERO Ordinance and Federal Law will be applied.

1.5. Non-Exclusive Agreement. Subcontractor acknowledges that County may enter into agreements with other Subcontractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Subcontractor may engage a subcontractor(s) as permitted by law, or may employ other personnel to perform services ancillary to the services contemplated by this Agreement, at Subcontractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Subcontractor shall be paid in accordance with the Fee Schedule attached hereto as Exhibit "B" and incorporated herein by reference. Subcontractor's compensation shall in no case exceed Twenty One Thousand Six Hundred Seventy Five Dollars (\$21,675.00).

2.2. Contingency of Funding. Subcontractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds and/or appropriation of funds by Department of Health and Human Services, Health Resources and Services Administration, Grant Number H76HA01696. If such funding and/or appropriations are not forthcoming or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Subcontractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for this Project, prior to Subcontractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. No approval for additional services shall cause the total compensation to Subcontractor under this Agreement to exceed the maximum compensation stated in Section 2.1, unless approved through a formal written amendment to this Agreement made in accordance with Section 6.20 of the Agreement.

2.4. Method of Billing. Subcontractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Subcontractors' services which have been completed to County's sole satisfaction. County shall pay Subcontractor's invoice within forty-five (45) days from the Date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Subcontractor's services relating to this Agreement shall be maintained in accordance with generally accepted accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.



### 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule attached hereto as Exhibit "C" and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of One (1) year, ending on March 31, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Subcontractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Subcontractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Subcontractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Subcontractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Subcontractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Subcontractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Subcontractor shall be at County's sole risk and without liability or legal expense to Subcontractor.

### 5.0. INSURANCE

5.1. Insurance. Subcontractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any

time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement and Contractor shall verify subcontractor's compliance.

5.2 Certificates of Insurance. Subcontractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing and services under this Agreement.

5.3 Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Subcontractor may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Subcontractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Subcontractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Subcontractor in the performance of this Agreement.

Subcontractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Subcontractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### COUNTY OF PLUMAS:

Andrew Woodruff, Program Chief  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971-9174  
(530) 283-6357

### SUBCONTRACTOR:

Laura Olivias, Controller  
Karuk Tribe  
Post Office Box 1016  
Happy Camp, CA 96039-  
(530) 493 - 1600 Ext. 2026

6.5. Drug Free Workplace. Subcontractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Subcontractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Subcontractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Subcontractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Subcontractor of Subcontractor's obligation to perform all other obligations to be performed by Subcontractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Subcontractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Subcontractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Subcontractor and County by a court of competent jurisdiction because of concurrent active negligence of Subcontractor and County Indemnities, Subcontractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Subcontractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Subcontractor is and shall be acting at all times as an independent contractor and not as an employee of County. Subcontractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Subcontractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Subcontractor or any employee, agent, or subcontractor of Subcontractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Subcontractor shall indemnify, defend, and hold harmless

County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Subcontractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Subcontractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Subcontractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Subcontractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of County and without liability or legal exposure to Subcontractor. County shall indemnify and hold harmless Subcontractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from County's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Subcontractor. Subcontractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Subcontractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Subcontractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Subcontractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. Subcontractor shall be responsible for its work and results under this Agreement. Subcontractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Subcontractor occurs, then Subcontractor shall, at no cost to County, provide all necessary design drawings, estimates and other Subcontractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Subcontractor will not employ any regular employee of County while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this

Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Subcontractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, and then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so; the parties hereto are formally bound to the provisions of this Agreement.

6.26 Consent To Jurisdiction: Limited Waiver of Sovereign Immunity and Exhaustion Of Tribal Remedies.

a) Subcontractor, Karuk Tribe grants a limited waiver of sovereign immunity from suit exclusively to County, and to no other entity or person, for the sole purpose of enforcing this Agreement. For this limited purpose, Subcontractor (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the State courts of the State of California (including any courts to which appeals there from are available); (ii) waives its sovereign immunity in any such suit, action or legal proceeding by County for money damages, specific performance, injunctive relief and/or declaratory relief for Subcontractors breach of this Agreement. Subcontractor does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies. Subcontractor does not waive the defense of sovereign immunity with respect to any action by third parties.

b) County acknowledges that Subcontractor may bring an action in the State Courts of California to enforce the terms of this agreement as against County for money damages, specific performance, injunctive relief and/or declaratory relief for County's breach of this Agreement. County acknowledges that State Courts with proper venue have jurisdiction to hear such disputes. For purposes of the Agreement, County waives any immunity it may have from suits to enforce the provisions of the Agreement.

Contractor acknowledges that the funding for the Agreement is subject to the U.S. Department of Health and Human Services Grants Policy Statement (HHS GPS), and agrees to follow each provision of the HHS GPS that is applicable to sub recipients of grant funds. The HHS GPS is currently available <ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf>.

Exhibit A	Scope of Work/Job Description	2 Pages
Exhibit B	Fee Schedule/Budget	1 Page
Exhibit C	Project Schedule	1 Page
Attachment 1	HIV/AIDS Confidentiality Agreement	1 Page
Attachment 2	Certification Regarding Lobbying	1 Page
Attachment 3	Business Associate Agreement	6 Pages
Attachment 4	General Terms and Conditions (GTC 610)	4 Pages
Exhibit D(F)	Special Terms and Conditions	25 Pages
Exhibit E	Additional Provisions	2 Pages

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**SUBCONTRACTOR:**

KARUK TRIBE, a Tribal Government Corporation

By: \_\_\_\_\_  
Raul Racarey, CEO

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

By: \_\_\_\_\_  
Russell Attebery, Chairman

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

**COUNTY OF PLUMAS:**

Approve as to form:

By: Steve Mansell  
Steve Mansell, Deputy County Counsel

Date: 2/19/16

Approved as to content:

By: Mimi Khin Hall  
Mimi Khin Hall, Director of Public Health

Date: 2/22/16

**PLUMAS COUNTY BOARD OF SUPERVISORS**

By: Lori Simpson  
Chair

Date: 4/19/16



**EXHIBIT A - SCOPE OF SERVICES**

1. Serve as a medical provider for the Mountain Counties EIS Program in Siskiyou County; provide primary medical care in coordination with HIV consultant to 18-22 EIS enrolled patients, as outlined in the HIV Early Intervention Services (EIS) Primary Care Physician Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate and case conference with EIS patient coordinator and HIV consultant during 6 HIV clinic days and develop a system for consulting with HIV and other specialty providers via phone, email and/or telemedicine as needed in between assigned clinic days.
3. Participate in patient chart review with HIV consultant, participate in HRSA Site Visits, and administrative agent site visits.
4. Participate in quarterly continuous quality improvement meetings and quality improvement projects.

Current Quality Measurement goals include:

85% of HIV+ women will receive annual PAP screening

85% of all HIV patients will have documented HCV status in chart/ARIES database

75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES

75% of all HIV patients using tobacco will receive cessation education & information

75% of all HIV patients will achieve viral load suppression <200 copies

80% of all HIV patients will be retained in care – New patients seen every 4 mos.

Ongoing patients seen every 6 mos.

5. Provide client data as needed to EIS patient coordinator for required HRSA Reports.
6. Invoice for services and report revenue related to this program at least quarterly.
7. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

**HIV EARLY INTERVENTION SERVICES (EIS)  
PRIMARY CARE PHYSICIAN JOB DESCRIPTION**

**JOB TITLE:** EIS PRIMARY CARE PHYSICIAN

**JOB SUMMARY:** This subcontracted position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with the EIS HIV Specialist/Consultant.

**JOB DUTIES AND RESIPONSIBILTIES:**

- Examines and diagnoses patient referred to the EIS Program; determines and recommends type of medical treatment needed. Provides information on causes and prevention of disease, high-risk behavior, growth and development.
- Refers patients to appropriate sources of additional treatment.
- Participates on EIS Multi-disciplinary team.
- Provides consultation to local primary care provider regarding HIIV treatment and care.
- Reviews medical literature to benefit specific patient's condition.
- Participates in training of clinic staff

**KNOWLEDGE AND ABILITIES:**

- Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.
- Knowledge of current developments in the field of HIV primary care and community HIIV care resources.
- Knowledge of health services organization and procedures.
- Ability to direct and coordinate the work of subordinate personnel.
- Ability to establish and maintain effective working relationships with administrative, medical and non-medical staff, patients and the general public.
- Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

**EXHIBIT C - PROJECT SCHEDULE**

**REPORTING AND PERFORMANCE REQUIREMENTS:**

1. The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:
  - A. Provide client data as needed to EIS patient coordinator for required reports to HRSA.
  - B. Input data into ARIES System.
  - C. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Subcontractor's Budget.
  - D. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

**ATTACHMENT 1 - HIV/AIDS Confidentiality Agreement**

*Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure*

All HIV/AIDS case reports and any information collected or maintained in the course of activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC) Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC 121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$2,500 plus court costs, as provided in HSC 121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000 - \$10,000 plus court costs as provided by HSC 121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or fine of up to \$25,000 plus court costs (HSC 121025(e) (3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC 121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offence (HSC 121025(e) (5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (OA), and actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the Director of Plumas County Public Health Agency who in turn shall notify the Chief of the HIV/AIDS Section or designee. OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

*Employee Confidentiality Pledge*

I recognize that in carrying out my assigned duties, I may obtain access to private information about person's diagnoses with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions of this Confidentiality Agreement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPLIES TO STAFF INCLUDED  
IN BUDGET ONLY. GETTING  
THEIR SIGNATURES

ATTACHMENT 2 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the individual or duly authorized representative of the organization listed below, I hereby certify that the individual/organization will comply with the above certification.

NAME OF INDIVIDUAL OR ORGANIZATION	
KARUK TRIBE	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (IF APPLICABLE)	
RUSSELL A. ATEBERY, CHAIRMAN	
SIGNATURE	DATE

**ATTACHMENT 3 - BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and KARUK TRIBE, referred to herein as Business Associate ("BA"), dated \_\_\_\_\_, 20\_\_.

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2);

however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

**d. Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

**e. Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

**f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

**h. Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**i. Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the



event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

**j. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**k. Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

**l. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**m. Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

**n. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights

under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

### 3. Termination

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

### 6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section

or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**7. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**8. No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

COUNTY OF PLUMAS, a political  
subdivision of the State of  
California

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

BUSINESS ASSOCIATE

KARUK TRIBE

By: \_\_\_\_\_

Print Name RUSSELL A. ATTEBERY

Title: CHAIRMAN

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

ATTACHMENT 4 - GENERAL TERMS AND CONDITIONS (GTC 610)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
  
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
  
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
  
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
  
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
  
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
  
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

# Health Board Report

12 May 2016

Joshua Stanshaw: Project Manager

**Summary:** I am currently completing a certification course for Project Management through Global Association for Quality Management, and anticipate completing the certification exam in mid to late June. The course is delivered online and is comprised of approximately 60 hours of instruction. This certification course will help increase the success and efficiency of the projects planned and executed for Health and Human Services. I have attended several meetings in regards to addiction and opioid prescriptions. I participated in the Intertribal Wellness meeting hosted by the Karuk Tribe on 3 and 4 May 2016. 17-20 May 2016 I will be traveling with Lessie Aubrey and Vickie Simmons to Las Vegas, NV to attend training on the Federal Tort Claims Act.

## Child and Family Services Move

**Description & Objective(s):** This project entails moving Mental/Behavioral Health, AOD, and Child Social Work to the Beverly Manor building adjacent to the Yreka Medical Clinic. Moving these programs will provide the following benefits: 1) Improve CFS client confidentiality; 2) Provide room for CFS programs to operate efficiently and room for expansion; 3) Provide more office space for Yreka Clinic staff

**Task(s) Completed:** 1) Lease has been approved and signed; 2) Staff has procured items for offices/common areas; 3) IT has been installed and tested; 4) Move of offices scheduled/in process; 5) Begin planning for Yreka Clinic office adjustments

**Tasks(s) Scheduled:** 1) AOD State Inspection May 16; 2) Move final components of AOD Program; 3) Finalize documents for HRSA/AAAHC ;4) Submit necessary documentation to grantors/accreditation/other agencies as required

**Anticipated Project Barriers:** 1) Placement of staff currently in Yreka Clinic; 2) Placement of Public Health Nurse/Outreach group (placing Outreach back into the Yreka Clinic does not help alleviate the existing space constraints for the clinic staff);

## Paper Record Conversion (No Changes)

**Description & Objective(s):** There are extensive hard/paper medical and dental records stored in various locations at the three clinic sites. Digitizing these paper records and importing them into the existing Electronic Health Records (EHR) will provide the following benefits: 1) allow for better utilization of office spaces within clinic locations (paper records take up physical space) 2) Improve the security of Protected Health Information (PHI) 3) Improve provider access to historical data.

**Task(s) Completed:** 1) Completed estimated budget for conversion of records at Orleans clinic (attached); 2) Completed Orleans site visit

**Tasks(s) Scheduled:** 1) Determine method/scope of record conversion; 2) Work with IT and Medical/Dental staff to determine best course of storage/access for digitized records

**Anticipated Project Barriers:** 1) Cost: this project will have considerable cost associated with preparing, scanning, and integrating the files 2) Policy/Legal Requirements: Current internal policy dictates that all records are to be maintained. This creates an excess of records to be converted (increasing costs). Should policy be changed legal issues will need to be resolved in the storage/destruction of records not converted.



Joshua Stanshaw, Project Manager, jstanshaw@karuk.us





**Karuk Tribe**

**Karuk Tribal Health and Human Services**

**Community Health Outreach**

**May 12, 2016**

**Annie Smith RN, BSN, PHN**

***Action Items:***

- There are no action items this month.

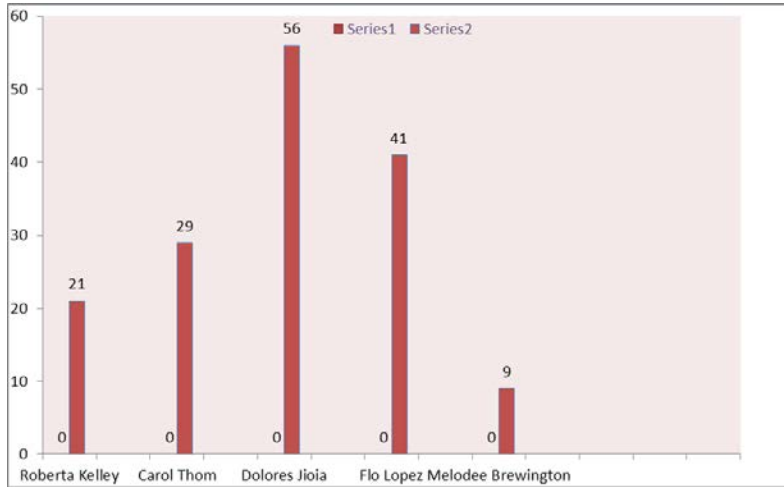
***May Activities:***

- We have been very busy this month. The CHR's are focusing on Diabetes eye exams, Elder issues, telephone calls and home visits.
- One of the Yreka CHR's, Carol, has had to take some medical time off. I am in the process of hiring someone for that position for the summer until we see what will happen with Carol.
- We were able to hire a new Tribal Member for the transporter position. I will fill you all in on this new employee once we have a date for her to start. I am sure she will be very busy.
- Anna Sorenson of the EyePacs section of the U.C. Berkeley Ophthalmology Department came to train us on the use of the new Retinal screening Camera. At least one employee from each clinic was available and all of the CHR;s were present to receive the training. A total of nine (9) employees are now trained. Now each must submit the required screening pictures and take the online test to finish their certifications. We can then have this camera in each clinic area for a month at a time. We have already improved our score from 39% screenings to 61% screenings. I am aiming for 100% of course.
- With the new Special Diabetes Program for Indians (SDPI) is a requirement for quarterly reporting. The instructions were very complicated for all the Tribes receiving this funding and there were several webinars on how to do this reporting. I am happy to report that our

reporting was submitted and successful and done in the appropriate timeline. A special thank you to Vickie Simmons and to Amy Coapman for all their assistance in this new reporting.

- Dolores and Flo attended a workshop entitled Mental Health First Aid USA. Flo wrote an attached report on the class.

**CHR reports:**



Attached is the printout from the RPMS on the actual activities the CHRs performed. If you have any questions please call me. The month without the Transporter has been very time-consuming for our CHR's as they cannot do the designated work that is needed for patients and Elders due to the high amount of requests for transporting.

**Financial Report:**

	<i>Unencumbered Balance</i>	<i>Percent used</i>
Public Health Nurse:	\$ 52,743.26	50.93%
CHR:	\$211,644.86	41.50%
IHS Diabetes Grant:	\$142,866.70	19.39%

MAY 06, 2016

YREKA

ACTIVITY REPORT BY HEALTH PROBLEM

PROGRAM: ALL

PATIENTS: Both Registered and Non-Registered Patients

REPORT DATES: APR 01, 2016 TO MAY 06, 2016

# Activities ACT TIME (hrs)

```

-----
PROGRAM: KARUK TRIBAL HEALTH CLINIC (6613030)
ACTIVITY LOCATION: CHR OFFICE
CHR: JIOIA,DOLORES A
ACTIVITY: CASE MANAGEMENT (CM)
PROBLEM: EYE CARE/GLASSES (EC)
=====
ACTIVITY TOTAL:
=====
PROVIDER TOTAL:
=====
ACTIVITY LOCATION TOTAL:
=====
ACTIVITY LOCATION: COMMUNITY
CHR: BREWINGTON,MELODEE
ACTIVITY: CASE MANAGEMENT (CM)
PROBLEM: OTHER HP/DP (OH)
=====
ACTIVITY TOTAL:
=====
ACTIVITY: HEALTH EDUCATION (HE)
PROBLEM: ALCOHOL (AL)
PROBLEM: FITNESS (FI)
PROBLEM: LIVER DISEASE (LD)
PROBLEM: NUTRITION (NU)
=====
ACTIVITY TOTAL:
=====
ACTIVITY: TRANSPORT PATIENT (TP)
PROBLEM: HEART (HT)
PROBLEM: LIVER DISEASE (LD)
PROBLEM: OTHER HP/DP (OH)
=====
ACTIVITY TOTAL:
=====
PROVIDER TOTAL:
=====
CHR: JIOIA,DOLORES A
ACTIVITY: CASE MANAGEMENT (CM)
PROBLEM: PAIN,UNKNOWN ORIGIN (PA)
=====
ACTIVITY TOTAL:
=====
ACTIVITY: HEALTH EDUCATION (HE)
PROBLEM: DIABETES MELLITUS (DM)
=====
ACTIVITY TOTAL:
=====
ACTIVITY: HOMEMAKER SERVICES (HS)
PROBLEM: ACTIVITIES OF DAILY LIVING (AD)
=====

```

MAY 06, 2016

YREKA

ACTIVITY REPORT BY HEALTH PROBLEM

PROGRAM: ALL

PATIENTS: Both Registered and Non-Registered Patients

REPORT DATES: APR 01, 2016 TO MAY 06, 2016

# Activities ACT TIME (hrs)

-----  
ACTIVITY LOCATION: ELDER OFFICE

CHR: LOPEZ, FLORENCE

ACTIVITY: HEALTH EDUCATION (HE)

PROBLEM: DIABETES MELLITUS (DM) 28 2.3

=====

ACTIVITY TOTAL: 28 2.3

ACTIVITY: OTHER PATIENT SERVICE (OP)

PROBLEM: ACTIVITIES OF DAILY LIVING (AD) 12 4.8

=====

ACTIVITY TOTAL: 12 4.8

PROVIDER TOTAL:

=====

40 7.1

## ACTIVITY LOCATION TOTAL:

=====

40 7.1

## ACTIVITY LOCATION: HOME

CHR: BREWINGTON, MELODEE

ACTIVITY: MONITOR PATIENT (MP)

PROBLEM: LIVER DISEASE (LD) 1 1.0

=====

ACTIVITY TOTAL: 1 1.0

PROVIDER TOTAL:

=====

1 1.0

CHR: JIOIA, DOLORES A

ACTIVITY: CASE MANAGEMENT (CM)

PROBLEM: PAIN, UNKNOWN ORIGIN (PA) 1 1.3

=====

ACTIVITY TOTAL: 1 1.3

PROVIDER TOTAL:

=====

1 1.3

## ACTIVITY LOCATION TOTAL:

=====

2 2.3

## ACTIVITY LOCATION: TELEPHONE

CHR: JIOIA, DOLORES A

ACTIVITY: CASE MANAGEMENT (CM)

PROBLEM: CANCER (CA) 1 0.3

PROBLEM: DIABETES MELLITUS (DM) 1 0.3

PROBLEM: EYE CARE/GLASSES (EC) 4 1.6

PROBLEM: EYE DISEASE (ED) 1 1.0

PROBLEM: OTHER CHRONIC (OX) 2 0.4

PROBLEM: PAIN, UNKNOWN ORIGIN (PA) 7 2.9

PROBLEM: SURGERY FOLLOWUP (SF) 2 0.8

=====

ACTIVITY TOTAL: 18 7.2

YREKA

ACTIVITY REPORT BY HEALTH PROBLEM

PROGRAM: ALL

PATIENTS: Both Registered and Non-Registered Patients

REPORT DATES: APR 01, 2016 TO MAY 06, 2016

# Activities ACT TIME (hrs)

-----		
ACTIVITY: PATIENT CARE (PC)		
PROBLEM: DIABETES MELLITUS (DM)	1	0.5
PROBLEM: PNEUMONIA (PN)	1	0.3
	=====	=====
ACTIVITY TOTAL:	2	0.8
	=====	=====
PROVIDER TOTAL:	20	7.9
	=====	=====
ACTIVITY LOCATION TOTAL:	20	7.9
	=====	=====
PROGRAM TOTAL:	125	150.8
PROGRAM: YREKA (6613031)		
ACTIVITY LOCATION: COMMUNITY		
CHR: KELLEY,ROBERTA		
ACTIVITY: OTHER PATIENT SERVICE (OP)		
PROBLEM: DIABETES MELLITUS (DM)	1	0.5
	=====	=====
ACTIVITY TOTAL:	1	0.5
	=====	=====
ACTIVITY: TRANSPORT PATIENT (TP)		
PROBLEM: ACCIDENTAL INJURY (AC)	1	4.0
PROBLEM: CONGESTIVE HEART FAILURE (CH)	2	15.0
PROBLEM: DIABETES MELLITUS (DM)	3	1.5
PROBLEM: HEART (HT)	1	11.0
PROBLEM: MEN'S HEALTH (MH)	7	3.7
PROBLEM: SOCIO-ECONOMIC ASSISTANCE (SO)	2	2.3
PROBLEM: WOMEN'S HEALTH (WH)	3	2.5
	=====	=====
ACTIVITY TOTAL:	19	39.9
	=====	=====
PROVIDER TOTAL:	20	40.4
	=====	=====
CHR: THOM,CAROL		
ACTIVITY: TRANSPORT PATIENT (TP)		
PROBLEM: MEN'S HEALTH (MH)	3	6.7
PROBLEM: OTHER MENTAL HEALTH (OM)	3	7.1
PROBLEM: SOCIO-ECONOMIC ASSISTANCE (SO)	3	10.5
PROBLEM: STRESS (SS)	1	1.5
PROBLEM: WELL CHILD CARE (WC)	1	1.0
PROBLEM: WOMEN'S HEALTH (WH)	1	3.0
	=====	=====
ACTIVITY TOTAL:	12	29.9
	=====	=====
PROVIDER TOTAL:	12	29.9

YREKA

ACTIVITY REPORT BY HEALTH PROBLEM

PROGRAM: ALL

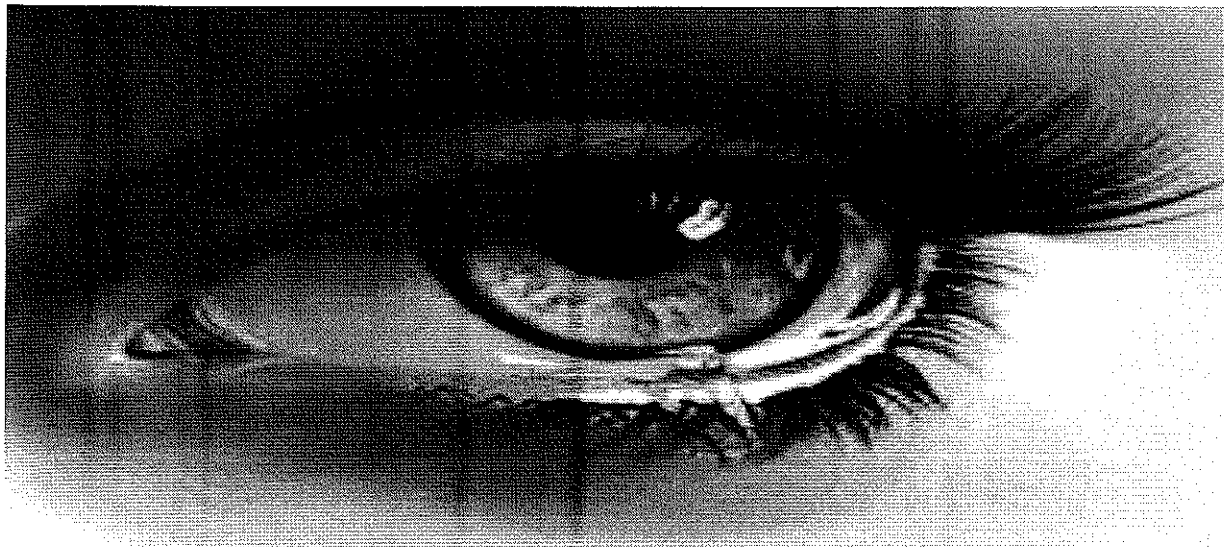
PATIENTS: Both Registered and Non-Registered Patients

REPORT DATES: APR 01, 2016 TO MAY 06, 2016

# Activities ACT TIME (hrs)

	# Activities	ACT TIME (hrs)
ACTIVITY LOCATION TOTAL:	32	70.3
ACTIVITY LOCATION: ELDER HOME		
CHR: THOM,CAROL		
ACTIVITY: CASE MANAGEMENT (CM)		
PROBLEM: ACTIVITIES OF DAILY LIVING (AD)	2	0.4
PROBLEM: ASTHMA (AS)	2	1.8
PROBLEM: CANCER (CA)	1	1.0
PROBLEM: COPD (CR)	1	1.0
PROBLEM: DIABETES MELLITUS (DM)	2	1.8
PROBLEM: HEART (HT)	1	1.5
PROBLEM: HYPERTENSION (HY)	3	3.0
PROBLEM: STROKE (SK)	1	1.0
ACTIVITY TOTAL:	13	11.4
PROVIDER TOTAL:	13	11.4
ACTIVITY LOCATION TOTAL:	13	11.4
ACTIVITY LOCATION: TELEPHONE		
CHR: THOM,CAROL		
ACTIVITY: CASE FINDING/SCREENING (CF)		
PROBLEM: WOMEN'S HEALTH (WH)	1	0.3
ACTIVITY TOTAL:	1	0.3
ACTIVITY: TRANSPORT PATIENT (TP)		
PROBLEM: SOCIO-ECONOMIC ASSISTANCE (SO)	2	0.5
ACTIVITY TOTAL:	2	0.5
PROVIDER TOTAL:	3	0.8
ACTIVITY LOCATION TOTAL:	3	0.8
PROGRAM TOTAL:	48	82.5

RUN TIME (H.M.S): 0.0.0



## **MENTAL HEALTH FIRST AID**

Report from: Flo Lopez

Training: 04/28/2016 in Yreka

Subject: Mental Health First Aid USA

This training was an eight hour day; full of videos and group activities. Three Karuk Health employees attended; Cindy Hayes, Yreka Clinic Manager, Dolores Jioia, Happy Camp, CHR and I Flo Lopez, we were always in different groups. I learned so much and now I walk and think so differently regarding people with Mental Health issues.

One table top : each group had to draw anxiety, I was with Mental Health Professionals from Mt. Shasta Hospital; I had an eye opener, I now understand that this is inherited disease; I always thought it was Drug Abuse.

Another class assignment was working in a group of three; we all stayed as group for this drill.

Cindy was assigned to ask me (mental person) what I was doing this weekend, and Dolores had a script to read in my ear. This was very frustrating; Cindy would ask me a question I would answer, Dolores would say: don't talk to her, she wants to kill you, she doesn't even like you, etc... It was so hard for me to even think, little lone answer Cindy.

So I have a new look on Mental Health; so if you see someone talking or fighting with themselves, don't judge them say a pray for them, this Mental Health Disease is passed down from generations. Sad.

I know I need more training in Mental Health we are looking and now on a list; we were invited to go to Redding, CA for training. In this class we took three tests also, I passed 100%.

I wish more Karuk Health Employees would go to these.

Thank You

Flo Lopez

# Mental Health First Aid USA



MENTAL  
HEALTH  
FIRST AID

## Certificate

# Flo Lopez

has completed the 8-hour course and is now certified in

## Mental Health First Aid USA


And has been trained to provide initial help to people experiencing mental health problems such as depression, anxiety disorders, psychosis and substance use disorders.

This certification became effective on: **April 28, 2016**  
Date

This certification expires on: **April 28, 2019**  
Date

**Marcia Ramstrom**

Instructor

  
Instructor



**NATIONAL COUNCIL  
FOR BEHAVIORAL HEALTH**  
MENTAL HEALTH FIRST AID

Mental Health First Aid USA is coordinated by the National Council for Community Behavioral Healthcare, the Maryland Department of Health and Mental Hygiene, and the Missouri Department of Mental Health.





**Karuk Child and Family Services  
Health Board Report  
Patricia Hobbs LCSW  
May 2016**

**Action Items:**

MOA between TANF and Child and Family Services for mental health and child welfare services.  
Contract for Trauma Informed Care onsite training.

**General Updates and Information:**

If all goes as planned, the mental health and child welfare programs will have moved to the Shasta building on 5/9/2016. Alcohol and Drug Program staff will follow once the state has certified the new site which is expected to be by 6/1/2016.

**Child Welfare Services:**

Gail Balzell has continued to cover the entire service area and along with Darryl McBride are responding to ICWA inquiries. During the month of April there were 11 inquiries; Siskiyou County – 1, Humboldt County – 6. Outside the service area but within California we received inquiries from Sacramento and Mendocino counties. There were no out of state inquiries during the month of April.

**Substance Abuse Program**

5/2 -5/3 Karuk Tribe hosted the Northern Inter-Tribal Wellness Planning meeting in Yreka, CA. Angela Baxter and her staff did a great job facilitating the event. We want to thank the tribal council members who attended. There were representatives from Hupa, Yurok, Bear River and Quartz Valley in attendance.

The Substance Abuse counselor position in Happy Camp remains open. The updated position description approved by council has been posted.

Angela Baxter and Cheryl Bearchild are both continuing with groups and individual treatment in Happy Camp and Orleans. See report attached.

**Mental Health**

Ella Kane ASW came on board 4/18/2016 in Orleans. She will be providing mental health services and will be supervised by Kareena Walter, LCSW. We are waiting for her background to clear before she begins with clients.

The LCSW and Mental Health II positions are posted – we are budgeted for and seeking only one additional position.

Kareena Walter continues to see clients in Happy Camp and Yreka – case load is currently full at 26.

Patricia Hobbs continues to see clients in Happy Camp, Orleans and Yreka – case load is currently full at 18.

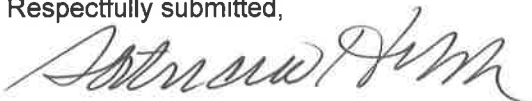
It is anticipated that the Mental Health Therapist will work towards a case load of 15 – all of which will be children and families.

**Administration for Children and Families Tribal TANF Child Welfare Coordination Grant**

4/26/2016 Performance Progress Report has been completed and is attached.

4/5/2016 RPF for Trauma Informed Care posted. Two applicants responded.

Respectfully submitted,



Patricia Hobbs LCSW  
Director – Child and Family Services

Karuk Substance Abuse Program  
 Monthly Report for ~~March~~ *May* 2016

AOD	Total Number of client for each area
Yreka	23
Happy	9
Orleans	1

Total Number of AOD clients <b>33</b>
---------------------------------------

BIP	Total Number of client for each area
Yreka	14 Men 5 women
Happy	2 Men
Orleans	1 Women

Total Number of BIP clients <b>22</b>
---------------------------------------

DUI	Total Number of client for each area
Yreka	3
Happy Camp	6

Total Number of DUI clients <b>9</b>
--------------------------------------

**Barriers**

Not having a full time counselor in Happy Camp continues to be a barrier to providing services in Happy Camp and Orleans. . Cheryl is providing services in Happy Camp on Tuesdays and Thursdays. Due to having two clients in Orleans I will be using tele health two week in a row and then traveling to Orleans on the third week.

**New Information**

I am working with housing to possibly get a men's sober living house established.

**Old Information**

The new job description has been posted. I would like to thank the health Board for approving the new description.

**Successes**

We successfully admitted 1 client into residential treatment.

**Changes**

Though AOD will not be moving until June 1, 2016, we are looking forward to moving and getting settled in to our new location.

Thank you for allowing me to be of service,

Angela Baxter BA, CADC II

PH

ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM

RECORD DATES: APR 01, 2016 TO APR 30, 2016

# PATS is the total number of unique, identifiable patients when a patient name was entered on the record. # served is a tally of the number served data value.

	# RECS	ACT TIME (hrs)	# PATS	# SERVED
-----				
AREA: CALIFORNIA TRIBE/638				
SERVICE UNIT: KARUK TRB HP				
FACILITY: YREKA				
PROVIDER: BAXTER, ANGELA V (ALCOHOLISM/SUB ABUSE COUNSELOR)				
12-ASSESSMENT/EVALUATION-PATI	4	4.0	4	4
13-INDIVIDUAL TREATMENT/COUNS	7	4.8	6	7
22-CASE MANAGEMENT-PATIENT PR	2	0.6	2	2
28-DISCHARGE PLANNING-PATIENT	3	0.6	3	3
31-CASE MANAGEMENT-PATIENT NO	10	2.3	9	10
38-PATIENT TRANSPORT	2	0.5	1	2
91-GROUP TREATMENT	37	9.0	21	37
	=====	=====	=====	=====
PROVIDER TOTAL:	65	21.7	46	65
PROVIDER: BEARCHILD, CHERYL R (ALCOHOLISM/SUB ABUSE COUNSELOR)				
12-ASSESSMENT/EVALUATION-PATI	1	1.0	1	1
13-INDIVIDUAL TREATMENT/COUNS	8	7.4	6	8
31-CASE MANAGEMENT-PATIENT NO	2	0.5	1	2
91-GROUP TREATMENT	82	19.5	36	82
	=====	=====	=====	=====
PROVIDER TOTAL:	93	28.4	44	93
PROVIDER: HOBBS, PATRICIA (LICENSED CLINICAL SOCIAL WORK)				
12-ASSESSMENT/EVALUATION-PATI	1	1.0	1	1
13-INDIVIDUAL TREATMENT/COUNS	3	3.0	3	3
56-RECORDS/DOCUMENTATION	3	0.6	3	3
	=====	=====	=====	=====
PROVIDER TOTAL:	7	4.6	7	7
PROVIDER: JANKE, PAUL (ALCOHOLISM/SUB ABUSE COUNSELOR)				
13-INDIVIDUAL TREATMENT/COUNS	10	7.3	6	10
91-GROUP TREATMENT	80	15.3	19	80
	=====	=====	=====	=====
PROVIDER TOTAL:	90	22.6	25	90
PROVIDER: WALTER, KAREENA (LICENSED CLINICAL SOCIAL WORK)				
12-ASSESSMENT/EVALUATION-PATI	5	8.0	5	5
13-INDIVIDUAL TREATMENT/COUNS	13	14.0	10	13
35-COLLABORATION	3	2.8	2	3
56-RECORDS/DOCUMENTATION	19	3.5	14	19
	=====	=====	=====	=====
PROVIDER TOTAL:	40	28.3	31	40
	=====	=====	=====	=====
FACILITY TOTAL:	295	105.7	153	295
FACILITY: ORLEANS				
PROVIDER: BAXTER, ANGELA V (ALCOHOLISM/SUB ABUSE COUNSELOR)				

13-INDIVIDUAL TREATMENT/COUNS	1	0.3	1	1
91-GROUP TREATMENT	1	0.0	1	1
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
PROVIDER TOTAL:	2	0.3	2	2

ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM

RECORD DATES: APR 01, 2016 TO APR 30, 2016

# PATS is the total number of unique, identifiable patients when a patient name was entered on the record. # served is a tally of the number served data value.

	# RECS	ACT TIME (hrs)	# PATS	# SERVED
-----				
PROVIDER: HOBBS,PATRICIA (LICENSED CLINICAL SOCIAL WORK)				
13-INDIVIDUAL TREATMENT/COUNS	3	3.0	3	3
56-RECORDS/DOCUMENTATION	1	0.5	1	1
	=====	=====	=====	=====
PROVIDER TOTAL:	4	3.5	4	4
	=====	=====	=====	=====
FACILITY TOTAL:	6	3.8	6	6
FACILITY: KARUK COMMUNITY HEALTH CLINIC				
PROVIDER: BAXTER,ANGELA V (ALCOHOLISM/SUB ABUSE COUNSELOR)				
13-INDIVIDUAL TREATMENT/COUNS	3	1.5	3	3
31-CASE MANAGEMENT-PATIENT NO	1	0.3	1	1
91-GROUP TREATMENT	6	3.0	4	6
	=====	=====	=====	=====
PROVIDER TOTAL:	10	4.8	8	10
PROVIDER: BEARCHILD,CHERYL R (ALCOHOLISM/SUB ABUSE COUNSELOR)				
13-INDIVIDUAL TREATMENT/COUNS	6	2.0	5	6
31-CASE MANAGEMENT-PATIENT NO	4	1.2	4	4
91-GROUP TREATMENT	50	21.4	14	50
	=====	=====	=====	=====
PROVIDER TOTAL:	60	24.6	23	60
PROVIDER: HOBBS,PATRICIA (LICENSED CLINICAL SOCIAL WORK)				
13-INDIVIDUAL TREATMENT/COUNS	2	2.0	1	2
	=====	=====	=====	=====
PROVIDER TOTAL:	2	2.0	1	2
PROVIDER: JANKE,PAUL (ALCOHOLISM/SUB ABUSE COUNSELOR)				
13-INDIVIDUAL TREATMENT/COUNS	13	8.8	6	13
91-GROUP TREATMENT	145	27.8	39	145
	=====	=====	=====	=====
PROVIDER TOTAL:	158	36.5	45	158
PROVIDER: WALTER,KAREENA (LICENSED CLINICAL SOCIAL WORK)				
13-INDIVIDUAL TREATMENT/COUNS	16	16.9	8	16
35-COLLABORATION	4	5.7	2	4
56-RECORDS/DOCUMENTATION	2	0.3	2	2
	=====	=====	=====	=====
PROVIDER TOTAL:	22	22.9	12	22
	=====	=====	=====	=====
FACILITY TOTAL:	252	90.8	89	252
	=====	=====	=====	=====
SU TOTAL:	553	200.2	248	553

AREA TOTAL:

===== 553 200.2 248 ===== 553

RUN TIME (H.M.S): 0.0.1

ACTIVITY REPORT BY PRIMARY PURPOSE  
 ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM

RECORD DATES: APR 01, 2016 TO APR 30, 2016

# PATS is the total number of unique, identified patients when a patient name was entered on the record. # served is a tally of the number served data value.

	# RECS	ACT TIME (hrs)	# PATS	# SERVED
-----				
AREA: CALIFORNIA TRIBE/638				
SERVICE UNIT: KARUK TRB HP				
FACILITY: YREKA				
PROVIDER: BAXTER, ANGELA V (ALCOHOLISM/SUB ABUSE COUNSELOR)				
ACTIVITY: 12-ASSESSMENT/EVALUATION-				
F10.10-ALCOHOL USE DISORDER, M	1	1.0	1	1
F10.99-UNSPECIFIED ALCOHOL-REL	1	1.0	1	1
F11.20-OPIOID USE DISORDER, SE	1	1.0	1	1
F15.99-UNSPECIFIED AMPHETAMINE	1	1.0	1	1
	=====	=====	=====	=====
ACTIVITY TOTAL:	4	4.0	4	4
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
1.1-HEALTH PROMOTION/DISEASE P	1	0.5	1	1
8-FAILED APPOINTMENT/NO SHOW	1	0.3	1	1
F10.99-UNSPECIFIED ALCOHOL-REL	1	0.3	1	1
F11.20-OPIOID USE DISORDER, MO	2	2.0	1	2
F15.20-AMPHETAMINE-TYPE SUBSTA	1	0.8	1	1
T74.11XA-SPOUSE OR PARTNER VIO	1	1.0	1	1
	=====	=====	=====	=====
ACTIVITY TOTAL:	7	4.8	6	7
ACTIVITY: 22-CASE MANAGEMENT-PATIEN				
F10.20-ALCOHOL USE DISORDER, S	1	0.3	1	1
F15.20-AMPHETAMINE-TYPE SUBSTA	1	0.3	1	1
	=====	=====	=====	=====
ACTIVITY TOTAL:	2	0.6	2	2
ACTIVITY: 28-DISCHARGE PLANNING-PAT				
F11.20-OPIOID USE DISORDER, SE	2	0.4	2	2
F12.99-UNSPECIFIED CANNABIS-RE	1	0.2	1	1
	=====	=====	=====	=====
ACTIVITY TOTAL:	3	0.6	3	3
ACTIVITY: 31-CASE MANAGEMENT-PATIEN				
1.1-HEALTH PROMOTION/DISEASE P	1	0.2	1	1
F10.10-ALCOHOL USE DISORDER, M	2	0.5	1	2
F10.20-ALCOHOL USE DISORDER, M	1	0.3	1	1
F15.20-AMPHETAMINE-TYPE SUBSTA	1	0.3	1	1
T74.11XA-SPOUSE OR PARTNER VIO	1	0.3	1	1
T74.11XD-ADULT PHYSICAL ABUSE,	4	0.9	4	4
	=====	=====	=====	=====
ACTIVITY TOTAL:	10	2.3	9	10
ACTIVITY: 38-PATIENT TRANSPORT				
83-TRANSPORTATION	2	0.5	1	2
	=====	=====	=====	=====

ACTIVITY TOTAL:	2	0.5	1	2
ACTIVITY: 91-GROUP TREATMENT				
1.1-HEALTH PROMOTION/DISEASE P	5	3.0	4	5



ACTIVITY REPORT BY PRIMARY PURPOSE  
 ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM  
 RECORD DATES: APR 01, 2016 TO APR 30, 2016

# PATS is the total number of unique, identified patients when a patient name was entered on the record. # served is a tally of the number served data value.

	# RECS	ACT TIME (hrs)	# PATS	# SERVED
8-FAILED APPOINTMENT/NO SHOW	4	0.0	4	4
8.1-PATIENT CANCELLED, RESCHED	13	0.0	10	13
F10.99-UNSPECIFIED ALCOHOL-REL	3	2.0	3	3
T74.11XD-ADULT PHYSICAL ABUSE,	12	4.0	10	12
ACTIVITY TOTAL:	37	9.0	31	37
PROVIDER TOTAL:	65	21.7	56	65
PROVIDER: BEARCHILD, CHERYL R (ALCOHOLISM/SUB ABUSE COUNSELOR)				
ACTIVITY: 12-ASSESSMENT/EVALUATION-				
T74.11XA-SPOUSE OR PARTNER VIO	1	1.0	1	1
ACTIVITY TOTAL:	1	1.0	1	1
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
F10.99-UNSPECIFIED ALCOHOL-REL	1	0.3	1	1
F15.20-AMPHETAMINE-TYPE SUBSTA	2	3.0	1	2
F15.99-UNSPECIFIED AMPHETAMINE	2	2.0	1	2
F19.99-UNSPECIFIED OTHER (OR U	1	0.5	1	1
T74.11XD-ADULT PHYSICAL ABUSE,	1	0.5	1	1
T74.11XD-SPOUSE OR PARTNER VIO	1	1.2	1	1
ACTIVITY TOTAL:	8	7.4	6	8
ACTIVITY: 31-CASE MANAGEMENT-PATIENT				
F10.99-UNSPECIFIED ALCOHOL-REL	2	0.5	1	2
ACTIVITY TOTAL:	2	0.5	1	2
ACTIVITY: 91-GROUP TREATMENT				
1.1-HEALTH PROMOTION/DISEASE P	28	9.5	7	28
8-FAILED APPOINTMENT/NO SHOW	16	0.0	14	16
8.1-PATIENT CANCELLED, RESCHED	8	0.0	8	8
8.21-PROVIDER CANCELLED, NOT R	1	0.0	1	1
T74.11XD-ADULT PHYSICAL ABUSE,	29	10.0	16	29
ACTIVITY TOTAL:	82	19.5	46	82
PROVIDER TOTAL:	93	28.4	54	93
PROVIDER: HOBBS, PATRICIA (LICENSED CLINICAL SOCIAL WORK)				
ACTIVITY: 12-ASSESSMENT/EVALUATION-				
F32.3-MAJOR DEPRESSIVE DISORDE	1	1.0	1	1

ACTIVITY TOTAL:	1	1.0	1	1
ACTIVITY: 13-INDIVIDUAL TREATMENT/C F41.1-GENERALIZED ANXIETY DISO	1	1.0	1	1

ACTIVITY REPORT BY PRIMARY PURPOSE  
 ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM  
 RECORD DATES: APR 01, 2016 TO APR 30, 2016

# PATS is the total number of unique, identified patients when a patient name was entered on the record. # served is a tally of the number served data value.

	# RECS	ACT TIME (hrs)	# PATS	# SERVED
F43.10-POSTTRAUMATIC STRESS DI	2	2.0	2	2
ACTIVITY TOTAL:	3	3.0	3	3
ACTIVITY: 56-RECORDS/DOCUMENTATION				
3-UNSPECIFIED MENTAL PROBLEM	1	0.3	1	1
F32.3-MAJOR DEPRESSIVE DISORDE	1	0.3	1	1
F34.1-PERSISTENT DEPRESSIVE DI	1	0.1	1	1
ACTIVITY TOTAL:	3	0.6	3	3
PROVIDER TOTAL:	7	4.6	7	7
PROVIDER: JANKE, PAUL (ALCOHOLISM/SUB ABUSE COUNSELOR)				
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
8.1-PATIENT CANCELLED, RESCHED	1	0.3	1	1
F10.20-ALCOHOL USE DISORDER, S	4	2.8	2	4
F11.20-OPIOID USE DISORDER, SE	1	1.0	1	1
F15.10-AMPHETAMINE-TYPE SUBSTA	1	1.0	1	1
F15.20-AMPHETAMINE-TYPE SUBSTA	2	2.0	1	2
F15.20-AMPHETAMINE-TYPE SUBSTA	1	0.3	1	1
ACTIVITY TOTAL:	10	7.3	7	10
ACTIVITY: 91-GROUP TREATMENT				
1.1-HEALTH PROMOTION/DISEASE P	38	10.3	12	38
8-FAILED APPOINTMENT/NO SHOW	23	0.0	8	23
8.1-PATIENT CANCELLED, RESCHED	12	0.0	7	12
F10.99-UNSPECIFIED ALCOHOL-REL	7	5.0	3	7
ACTIVITY TOTAL:	80	15.3	30	80
PROVIDER TOTAL:	90	22.6	37	90
PROVIDER: WALTER, KAREENA (LICENSED CLINICAL SOCIAL WORK)				
ACTIVITY: 12-ASSESSMENT/EVALUATION-				
F31.9-BIPOLAR DISORDER, UNSPEC	1	1.5	1	1
F33.0-MAJOR DEPRESSIVE DISORDE	2	4.3	2	2
F41.1-GENERALIZED ANXIETY DISO	1	1.2	1	1
F43.10-POSTTRAUMATIC STRESS DI	1	1.0	1	1
ACTIVITY TOTAL:	5	8.0	5	5
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
F25.0-SCHIZOAFFECTIVE DISORDER	1	1.0	1	1

F31.81-BIPOLAR II DISORDER	2	2.3	1	2
F33.0-MAJOR DEPRESSIVE DISORDE	2	2.1	2	2
F41.1-GENERALIZED ANXIETY DISO	5	5.8	4	5
F43.10-POSTTRAUMATIC STRESS DI	3	2.9	3	3

ACTIVITY REPORT BY PRIMARY PURPOSE  
 ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM  
 RECORD DATES: APR 01, 2016 TO APR 30, 2016

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	# RECS	ACT TIME (hrs)	# PATS	# SERVED
ACTIVITY TOTAL:	13	14.0	11	13
ACTIVITY: 35-COLLABORATION				
F25.0-SCHIZOAFFECTIVE DISORDER	2	2.0	1	2
F41.1-GENERALIZED ANXIETY DISO	1	0.8	1	1
ACTIVITY TOTAL:	3	2.8	2	3
ACTIVITY: 56-RECORDS/DOCUMENTATION				
3-UNSPECIFIED MENTAL PROBLEM	9	2.1	6	9
8-FAILED APPOINTMENT/NO SHOW	2	0.0	2	2
8.1-PATIENT CANCELLED, RESCHED	2	0.1	2	2
8.11-PATIENT CANCELLED, NOT RE	3	0.5	2	3
F25.0-SCHIZOAFFECTIVE DISORDER	1	0.0	1	1
F33.9-MAJOR DEPRESSIVE DISORDE	1	0.5	1	1
F41.1-GENERALIZED ANXIETY DISO	1	0.3	1	1
ACTIVITY TOTAL:	19	3.5	15	19
PROVIDER TOTAL:	40	28.3	33	40
FACILITY TOTAL:	295	105.7	187	295
FACILITY: ORLEANS				
PROVIDER: BAXTER, ANGELA V (ALCOHOLISM/SUB ABUSE COUNSELOR)				
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
F15.20-AMPHETAMINE-TYPE SUBSTA	1	0.3	1	1
ACTIVITY TOTAL:	1	0.3	1	1
ACTIVITY: 91-GROUP TREATMENT				
8-FAILED APPOINTMENT/NO SHOW	1	0.0	1	1
ACTIVITY TOTAL:	1	0.0	1	1
PROVIDER TOTAL:	2	0.3	2	2
PROVIDER: HOBBS, PATRICIA (LICENSED CLINICAL SOCIAL WORK)				
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
F40.10-SOCIAL ANXIETY DISORDER	1	1.0	1	1
F43.10-POSTTRAUMATIC STRESS DI	1	1.0	1	1
F90.1-ATTENTION-DEFICIT/HYPERA	1	1.0	1	1

ACTIVITY TOTAL:	3	3.0	3	3
ACTIVITY: 56-RECORDS/DOCUMENTATION				
F90.1-ATTENTION-DEFICIT/HYPERA	1	0.5	1	1

ACTIVITY REPORT BY PRIMARY PURPOSE

ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM

RECORD DATES: APR 01, 2016 TO APR 30, 2016

# PATS is the total number of unique, identified patients when a patient name was entered on the record. # served is a tally of the number served data value.

	# RECS	ACT TIME (hrs)	# PATS	# SERVED
ACTIVITY TOTAL:	1	0.5	1	1
PROVIDER TOTAL:	4	3.5	4	4
FACILITY TOTAL:	6	3.8	6	6
FACILITY: KARUK COMMUNITY HEALTH CLINIC				
PROVIDER: BAXTER, ANGELA V (ALCOHOLISM/SUB ABUSE COUNSELOR)				
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
F10.99-UNSPECIFIED ALCOHOL-REL	2	0.5	2	2
F15.20-AMPHETAMINE-TYPE SUBSTA	1	1.0	1	1
ACTIVITY TOTAL:	3	1.5	3	3
ACTIVITY: 31-CASE MANAGEMENT-PATIEN				
F15.20-AMPHETAMINE-TYPE SUBSTA	1	0.3	1	1
ACTIVITY TOTAL:	1	0.3	1	1
ACTIVITY: 91-GROUP TREATMENT				
8-FAILED APPOINTMENT/NO SHOW	1	0.0	1	1
F10.99-UNSPECIFIED ALCOHOL-REL	5	3.0	4	5
ACTIVITY TOTAL:	6	3.0	5	6
PROVIDER TOTAL:	10	4.8	9	10
PROVIDER: BEARCHILD, CHERYL R (ALCOHOLISM/SUB ABUSE COUNSELOR)				
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
8-FAILED APPOINTMENT/NO SHOW	1	0.3	1	1
F10.99-UNSPECIFIED ALCOHOL-REL	2	0.5	2	2
F11.20-OPIOID USE DISORDER, MO	2	0.9	1	2
F15.99-UNSPECIFIED AMPHETAMINE	1	0.3	1	1
ACTIVITY TOTAL:	6	2.0	5	6
ACTIVITY: 31-CASE MANAGEMENT-PATIEN				
F10.20-ALCOHOL USE DISORDER, S	1	0.3	1	1
F10.99-UNSPECIFIED ALCOHOL-REL	2	0.6	2	2
F11.20-OPIOID USE DISORDER, MO	1	0.3	1	1
ACTIVITY TOTAL:	4	1.2	4	4

ACTIVITY: 91-GROUP TREATMENT

1.1-HEALTH PROMOTION/DISEASE P	10	5.9	5	10
8-FAILED APPOINTMENT/NO SHOW	10	0.0	6	10
8.1-PATIENT CANCELLED, RESCHED	9	0.0	7	9



ACTIVITY REPORT BY PRIMARY PURPOSE

ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM

RECORD DATES: APR 01, 2016 TO APR 30, 2016

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	# RECS	ACT TIME (hrs)	# PATS	# SERVED
8.2-PROVIDER CANCELLED, RESCHE	1	0.0	1	1
F10.99-UNSPECIFIED ALCOHOL-REL	16	9.0	5	16
T74.11XD-ADULT PHYSICAL ABUSE,	4	6.5	2	4
ACTIVITY TOTAL:	50	21.4	26	50
PROVIDER TOTAL:	60	24.6	35	60
PROVIDER: HOBBS,PATRICIA (LICENSED CLINICAL SOCIAL WORK)				
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
F34.8-DISRUPTIVE MOOD DYSREGUL	2	2.0	1	2
ACTIVITY TOTAL:	2	2.0	1	2
PROVIDER TOTAL:	2	2.0	1	2
PROVIDER: JANKE,PAUL (ALCOHOLISM/SUB ABUSE COUNSELOR)				
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
F11.20-OPIOID USE DISORDER, SE	2	2.0	1	2
F15.20-AMPHETAMINE-TYPE SUBSTA	3	1.8	1	3
F15.20-AMPHETAMINE-TYPE SUBSTA	8	5.0	4	8
ACTIVITY TOTAL:	13	8.8	6	13
ACTIVITY: 91-GROUP TREATMENT				
1.1-HEALTH PROMOTION/DISEASE P	59	17.8	13	59
8-FAILED APPOINTMENT/NO SHOW	46	0.0	16	46
8.1-PATIENT CANCELLED, RESCHED	22	0.0	11	22
F10.99-UNSPECIFIED ALCOHOL-REL	8	6.0	3	8
T74.11XD-ADULT PHYSICAL ABUSE,	10	4.0	10	10
ACTIVITY TOTAL:	145	27.8	53	145
PROVIDER TOTAL:	158	36.5	59	158
PROVIDER: WALTER,KAREENA (LICENSED CLINICAL SOCIAL WORK)				
ACTIVITY: 13-INDIVIDUAL TREATMENT/C				
F25.0-SCHIZOAFFECTIVE DISORDER	1	1.1	1	1
F32.9-MAJOR DEPRESSIVE DISORDE	1	1.0	1	1
F41.1-GENERALIZED ANXIETY DISO	2	2.3	1	2
F43.10-POSTTRAUMATIC STRESS DI	11	12.0	6	11
F90.9-UNSPECIFIED ATTENTION-DE	1	0.5	1	1
ACTIVITY TOTAL:	16	16.9	10	16

ACTIVITY: 35-COLLABORATION

F25.0-SCHIZOAFFECTIVE DISORDER

2

4.3

1

2

F43.10-POSTTRAUMATIC STRESS DI

2

1.3

1

2

ACTIVITY REPORT BY PRIMARY PURPOSE

ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM

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	# RECS	ACT TIME (hrs)	# PATS	# SERVED
ACTIVITY TOTAL:	4	5.7	2	4
ACTIVITY: 56-RECORDS/DOCUMENTATION				
1.1-HEALTH PROMOTION/DISEASE P	1	0.2	1	1
3-UNSPECIFIED MENTAL PROBLEM	1	0.2	1	1
ACTIVITY TOTAL:	2	0.3	2	2
PROVIDER TOTAL:	22	22.9	14	22
FACILITY TOTAL:	252	90.8	118	252
SU TOTAL:	553	200.2	311	553
AREA TOTAL:	553	200.2	311	553

RUN TIME (H.M.S): 0.0.0



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

330 C Street, S.W., Washington, DC 20201 | [www.acf.hhs.gov](http://www.acf.hhs.gov)

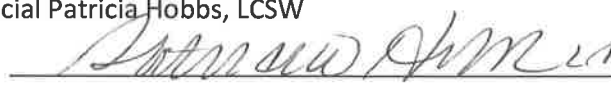
**Tribal TANF/Child Welfare Coordination**

**Performance Progress Report Cover Page**

Office of Family Assistance, Division of Tribal TANF Management

Please provide the following information for your TTCW grant project:

- The number of eligible tribal parents receiving case management from the TTCW program. N/A
- The number of tribal children in the TTCW program receiving supportive services that are in out-of-home placements. 2
- The number of tribal individuals receiving supportive services related to the prevention of child abuse and neglect through the TTCW program. 5

1. Grant #: 90FN0025-01-00
2. Project/Grant Period:  
Start Date (Month/Date/Year) 9/30/2015 End Date Month/Date/Year) 09/29/2020
3. Report Period End Date 03/31/2016
4. Report Frequency: Semi Annual  (March 31 and Sept 30) or Final Report
5. Performance Narrative – see # 9 – 13.
6. Printed Name of Authorizing Official Patricia Hobbs, LCSW
7. Signature of Authorizing Official 
8. Date Submitted 04/28/2016

**Performance Progress Report**

Grant Number: 90FN0025-01-00

\*Please do not copy information from the grant application into the progress report form.

Item	Activity Description	Explanation
9	Major Activities/Significant events that support activities.	<p>Completed an MOA between TANF and Child Welfare Program.                      Recruited a Child Welfare Social Worker.                      Completed a new position description for the Mental Health Provider position to increase positive outcomes in recruitment efforts and obtained board approval.                      Developed and posted Requests for Proposals for onsite Trauma Informed Care training.                      Provided five families with supportive services.</p>
10	Data and Reporting	<p>The number of individuals receiving supportive services is compiled of families with children who are at risk of becoming involved in child welfare system. The family units include parents, children, or family members who are providing care and support of children. Parents is defined as the natural or adoptive father or mother, whether married or unmarried; or other adult fulfilling the parental role. Child is defined as a person under the age of 18 years. Supportive services includes interventions that are designed to mitigate the circumstances leading to child maltreatment before it occurs as well as those interventions designed to provide in home protective services to prevent or remedy neglect, abuse or exploitation for the purpose of preventing the separation of children from their families. Children and/or families are referred by various departments within the tribe for assessment of risk and safety. Families included in the data were assessed by a child welfare social worker and service plans were developed. The data included in this report consists of the family unit and is not separated in to child and /or parent or other adult components. Only families who developed case plans were included in this report.</p>
11	Challenges	<p>Challenges encountered in the development of this program include recruitment of a mental health provider and the development of a consistent referral process in each service area.</p>

12	Success Story	<p>One family success involves a two parent household including three children. The family struggled initially with AOD issues and relationship difficulties surrounding this. The father was able to with supportive counseling from the Child Welfare Social Worker set boundaries in the home. He and spouse have worked hard to engage in AOD services and are making progress with achieving a balanced family life. The parents developed rapport and trust with the child welfare team and utilized the supportive services offered.</p>
13	Activities for the Next Reporting Period	<p>Provision of mental health services as needed and appropriate to child and parent members.                  Continued efforts to streamline the referral process utilizing the Yav Pa Anav forum.                  Trauma Informed Care training for staff directly working with children and families.                  Development of wraparound services for children and families                  Provision of training on wraparound approach with staff involved in interventions with children and families.                  Continue to work towards better communication within the Yav Pa Anav forum.                  Development of media campaign to inform tribal communities of services available to assist families in reducing the child abuse and neglect.</p>



## Karuk Tribal Health Board Report For Meeting Date May 12, 2016

### 1. Travel and Training:

- a. Due to a staff shortage and a back log of work travel was cancelled for Lindsay Whitehouse and Vickie Walden. They did not attend the Sacramento I.H.S Dental Conference May 4 through the 6<sup>th</sup>.
- b. Next week there will be no dental providers in the Happy Camp Dental Clinic. The Dentist and Hygienist will be attending the CDA Dental Conference on May 12, 13, & 14 Anaheim, CA.
- c. Dr. Brassea will be out of the office on May 16, 19, June 16, 17, & June 20 (for tribal reunion).
- d. Yreka Dental Assistants Shannon Jones DA and Kayla Bridwell DA completed their mandatory Dental Law and Ethics training and another class which they needed to prepare them for taking their final RDA Written Exam.

Karuk Tribal Council,

I would like to thank the council for allowing me to take a couple of classes in April that helped me prepare for the written RDA exam and the Law and Ethics exam. My goal is to have my RDA by the end of this year.

Thank you,  
Shannon Jones DA  
Karuk Yreka Dental Clinic

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Dear Tribal Council

I would like to Thank you for letting me attend a 2 classes in Folsom for continuing to achieve my RDA. The 2 classes that I attended were for my RDA written exam and for Dental Law and Ethics written tests. These classes were very helpful. They helped me understand how that tests work. They provided me with lots of information on how to pass my written test for my RDA. I would recommend these classes for other employees. I plan on taking my written test soon for my RDA.

Thank you,  
Kayla Bridwell DA  
Karuk Yreka Dental Clinic

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2. **Head Start** – Dental Screenings & fluoride applications were done for Happy Camp and are scheduled to be done at Yreka Head Start on Friday May 6, 2016.
3. **Yreka Hygienist Vacancy** - The search for an Yreka Dental Hygienist is still on going.
4. **Yreka and Happy Camp DA & RDA Vacancy** – We are advertising to fill these positions

5. **Yreka Dental Director and Dentist Vacancy** - We are advertising to fill two positions at Yreka Dental
6. **Dentrix/Dental Electronic Dental Record** – There was an I.H.S RPMS Patch done last month that updated our ADA Dental CDT Procedure Codes to the current 2016 codes and will be upgrading Dentrix to Dentrix Enterprise 8.0.7 soon. Now that the update was done in RPMS, Vickie Walden will need to update the procedure codes and add fees to the new 2016 codes we will be using in Dentrix.
7. Vickie Walden's Report
  - a. Clear up the visit data entry back log, currently working on March 2016.
  - b. Do the past due Employee Evaluations for the dental assistants and receptionists and update their job descriptions.
  - c. On-going training with the new Happy Camp Dental Receptionist/Scheduler/Records/Referral Clerk, Lindsay Whitehouse; assist her with purging the old records and pull the old billing records so the billing staff can shred them.
  - d. Update the Dentrix Dental procedure codes and fees.
  - e. Create new dental peer review forms using the draft forms and recommendations from Dr. Millington. Then set up quarterly dates for conducting the chart reviews.
  - f. Two Webinar training completed in April.
  - g. One Webinar training scheduled on May 11 for the Patient Centered Medical Home
  - h. Attend the Health Staff Bi-Annual Training May 11, 2016
  - i. Attend regular monthly ACQI and CEO meetings
  - j. Review and Approve: Leave slips; time cards; travel requests; purchase request and etc.
  - k. Stay up to date on OSHA, CAL-OSHA, dental regulations/laws and new CDC Requirements and recommendations.
  - l. Do agenda for the Dental Joint Staff Meeting, which is scheduled for June 23, 2016.
  - m. Monthly Health Board Reports.
  - n. Prepare an Oral Health presentation and game for the Happy Camp Family Resource Center's Kids Day in the Park June 18, 2016 from 12PM to 2PM.
  - o. Dental Staff will Prepare for Tribal Reunion, which is June 25, 2016, at which dental will be handing out oral health products and have popsicle stick craft projects for people to design and/or paint.



**8. No Budget concerns or issues at this time.**

Report respectfully submitted by Vickie Walden RDA on May 5, 2016



# Eric Cutright Information Technology Health Board Report

## May 5, 2016

### Action Items:

- 16-C-063 Contract with the Orleans Community Services District for backup power at the Orleans water tank
- 16-C-064 Contract with the Yurok Tribe to provide cultural resources support for KRRBI
- 16-A-052 Application to the California Department of Transportation for an encroachment permit to support KRRBI
- 16-A-053 Agreement with USA North 811 to become a member of “Call before you dig”

### Expenditure/ Progress Chart – IT Dept Indirect Budget April 30, 2016

Program	Code	Total Budget	Expensed to date	Balance	% Expended
IT Systems	1020-15	\$341,878.14	\$208,456.86	\$133,421.28	60.97%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2015 to 9/30/2016	12	7	5	58%	N
<b>Comments:</b>					
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 USDA Distance Learning and Telemedicine Grant application for telemedicine equipment for the Medical and Child & Family Services clinics was submitted on March 11. The USDA requested additional information, which was provided. The USDA has confirmed receipt of the required information and says our application will now be scored.
- Acme Computer completed the contract to install data wiring for IT services in the Shasta Pacific Building on April 19. A final walkthrough is scheduled for May 6. Child and Family Services plans to move in starting on Monday, May 9.
- The domain and files servers that server the DNR and Yreka Clinic offices are both past their warranty period. The council approved the purchase of the server on April 28, and they have been ordered.
- The new copier for the Happy Camp Administration office was installed on April 28. The old admin copier was moved to DNR.
- The new high-speed health circuit provided to the Happy Camp Clinic via the California Telehealth Network was installed on April 21. However, the circuit has an error and isn't working properly. AT&T has opened a trouble ticket to figure out why the circuit is failing.
- I attended the California Telehealth Network 2016 Telehealth Summit. My travel report is attached.

## Project Title: Áan Chúuphan Internet Service in Orleans

Áan Chúuphan Business Status as of May 5:

- 90 total customers
- 61 customers have internet access installed
- 5 customers have become inactive
- 6 customers are in the queue to have service installed
- 18 customers are awaiting radio improvements to receive service
- The Orleans Elementary School is up and running on their new circuit.

### Expenditure/ Progress Chart – Áan Chúuphan Budget April 30, 2016

Program	Code	Income	Expenses	Balance	% Expended
Áan Chúuphan	2661-00	\$14,342.93	\$15,083.751	\$312.09	105.16%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2015 to 9/30/2016	12	7	5	58%	N
<b>Comments:</b>					
This budget reflects the broadband business operations in Orleans.					

### Expenditure/ Progress Chart – USDA Community Connect Grant

Program	Code	Total Budget	Expensed to date	Balance	% Expended
USDA RUS	2061-00	\$1,141,870.00	\$933,655.71	\$208,214.29	81.77%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/24/2011-10/24/2017	72	54	18	75%	N
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
03/31/2016	Yes		10/17/2017	No	
<b>Comments:</b>					
This grant funds the construction of broadband infrastructure to Orleans.					

Construction Progress:

All construction is complete except for the following:

- A generator needs to be installed at the council chambers in Orleans to keep the service running during power outages. Proposals are being solicited for a new auto-start generator and for an electrician to help install the generator.

- A new radio has been ordered for the water tank radio site in order to serve the Pearch Creek. This new radio is the same type of radio that is currently serving Camp Creek, and fixed the poor signal quality issues experienced by subscribers shielded by trees. The new radio arrived on May 3, but needs to be configured and installed.

#### Reimbursement Status:

- \$933,655.71 has been spent. \$700,777.00 has been reimbursed.
- Reimbursement request #5 for \$212,643.84 was submitted on April 5. USDA has received and is currently processing the request.

### **Project Title:** Klamath River Rural Broadband Initiative (KRRBI)

#### Project Management Services:

- 1<sup>st</sup> quarter progress report was submitted on April 6, 2016.
- 2<sup>nd</sup> quarter progress report is due on July 10, 2016
- An agreement with USA North 811 is being reviewed that will allow the Karuk Tribe to become a member. Membership in USA North 811 allows the tribe to be notified if anyone plans to dig or excavate near any of the Tribe's buried fiber or utility lines.
- The Certificate of Public Convenience and Necessity, or CPCN, issued to the Karuk Tribe to operate as a phone company in California needs to be revised to allow the Tribe to install facilities and conduct CEQA environmental reviews on non-Tribal land. The application for this revision is just beginning, and will require legal counsel to be completed. Requests have been sent to three legal firms for quotes for this service.

#### Permitting Services:

- On April 6 we discovered that the Bureau of Land Management (BLM) owns two parcels that our project intends to cross along highway 96 near Weitchpec. An application for the BLM to join in the NEPA process is being drafted.
- An application to the California Department of Transportation is in progress.
- A right-of-way agreement amendment with Humboldt County for access to install fiber on Humboldt County roads is currently under review by Karuk compliance and the county legal department.
- A proposal was submitted on April 26 to the forestry company Green Diamond Resources for permission to install fiber optic facilities near the Pacific coast in their private land.
- A revised proposal to the USDA Forest Service is being prepared to cover changes in the project since the original application in 2014.
- An encroachment permit to Humboldt County is being prepared.

#### Cultural Review:

- Karuk Tribe THPO has completed the initial literature review for the project.
- Yurok Tribe THPO has given an estimate for the cultural work in Yurok ancestral territory. A contract is under review by the Karuk legal department to cover the timeline and reimbursement of the work done by the Yurok cultural department.

**Environmental Review:**

- A Letter was received from Redwood National Park on November 24 that requests full environmental review of all alternative routes in the project, especially along the coast near highway 101. A reply letter was sent on April 24 addressing the concerns raised in the original letter.
- Engineering drawings necessary for the tribe to submit the Proponent’s Environmental Assessment (PEA) are under development. Once the funder, CPUC, receives the PEA, a review of the environmental impact of the entire project will commence. A joint NEPA/CEQA document will then be prepared.

**Engineering Services:**

- The engineering firm selected for the KRRBI project is Trinity Valley Consulting Engineers (TVCE), which has partnered with the engineering firm N-Com. TVCE and N-Com met with Karuk and Yurok representatives and consultants in Orleans on April 26, and then performed a survey of the project over the following days.
- During the engineering survey a couple of potential cost-saving alternatives were identified. These alternatives are being explored before the submission of the PEA.
- Wireless engineering primarily consists of distribution for the town of Orick. A primary tower site and several backup locations have been identified in Orick. The landowners are being contacted to determine their interest in either selling or leasing the property.

**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	\$280,653.20	\$6,321,768.80	0.04%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/17/2013-10/17/2018	60	30	30	50%	Y
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due	Completed?	Date Completed.
04/10/2016	Yes	4/6/16	At 25% Expended	No	
<b>Comments:</b>					
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 April 2016 billing period
- Travel report for the 2016 CTN Telehealth Summit

Eric Cutright  
Travel Report

The California Telehealth Network 2016 Telehealth Summit: Connect. Collaborate. Communicate, April 17-19, 2016

This year marked the 5<sup>th</sup> annual California Telehealth Network (CTN) summit, and my first time attending. I was also invited to attend a special dinner for the CTN Technical Advisory Group. The summit was excellent, providing discussion and information on a broad range of telehealth topics. The keynote speaker was Federal Communications Commissioner Mignon L. Clyburn, who spoke on the changes being made at the federal level to support the application of telehealth. The FCC is working to expand funding and communication opportunities to health facilities nationwide, through both new and existing programs. The FCC also recognizes that telehealth requires reliable broadband, and continues to pursue better broadband across the nation, including in Indian Country.

Much of the information provided at the summit was aimed at larger health care providers such as hospitals. However, a great deal of the information may benefit the Karuk Tribe health program. For instance, there was a panel discussion on the crisis for behavioral health providers in California. Only 1.4% of all psychiatrists in the state of California practice north of the greater Bay Area. More than 60% of rural Americans live in mental health professional shortage areas, and more than 80% of mental health providers live in metropolitan areas. This leaves 91 million Americans with difficulty accessing mental health care. Developing relationships with mental health providers via telehealth may be the only way to address this huge shortfall. The Tarzana Treatment Centers located in Los Angeles County has seen between 70% and 80% effectiveness when treating common mental health diseases, even over telehealth.

In the CTN Technical Advisory meeting, some new developments were discussed to assist CTN members with common and often overwhelming issues, such as data security. Health Care providers across the nation are being targeted by hackers who steal PHI and then ransom it back to the provider. The CTN is looking at hiring a security management firm, and offering their services to members. This firm would monitor networks in real time, 24/7/365, and detect hack attempts and other issues while they are in progress. The local site would be notified and could stop the attack before any HIPAA violations occur. Other technical offerings through the CTN would include assistance scheduling appointments, credentialing telehealth providers, and providing secure, HIPAA-compliant off-site data backup.

Across the board, panelists at the summit agreed that the largest obstacle to telehealth is billing for visit reimbursement. In Nevada, a law was recently passed that said providers may bill via telehealth for any services that they offer locally in their own facilities. No such law exists in California yet, but strides are being made to improve billing for telehealth. Many private insurance companies are discovering that telehealth lowers the total cost of care for a patient, especially when considering travel costs, and have started reimbursing for telehealth visits. Medicare is slowly working through telehealth billing reimbursement, but more progress is needed. Overall the summit presented a wealth of expertise and knowledge about telehealth. If any of the clinics would like me to assist with their telehealth usage, I would be happy to do so.



**Administrative Office**

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

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## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

**Contract Number: 16-C-063**

This Agreement, dated as of [May 12, 2016](#), is between the Karuk Tribe (hereinafter “the TRIBE”) and [Orleans Community Services District](#) (hereinafter “INDEPENDENT CONTRACTOR”), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from [May 12, 2016 to October 24, 2017](#).
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, [Four Thousand Nine Hundred Dollars, \(\\$4,900.00\)](#). All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. The [Information Technology Director, Eric Cutright](#) and/or Authorized Designee shall be responsible for overseeing this Agreement and approving invoices for payment.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney’s fees for Independent Contractor’s negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any required public liability, public damage and/or Worker’s Compensation Insurances shall be the sole responsibility of the Independent Contractor.

7. **Confidential Information**: Independent Contractor will not disclose directly or indirectly to or use for the benefit of any third party any secret or confidential information, knowledge or data acquired by virtue of its relationship with the Tribe without the prior written approval of the Tribe. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration or termination of the Agreement.
8. **Non-Assignability**: This Agreement may not be assigned or transferred by either party without the prior written approval of the other party.
9. **Authority**: Independent Contractor's authority to act under this Agreement can be suspended upon written or verbal notice by the Tribal Chairman of the Tribe or his/her designee. If verbal notice is given, it shall be confirmed in writing within five (5) working days.
10. **Termination**: This Agreement may be terminated at any time, with or without cause, by either party, upon notice in writing. Any such termination shall be effective immediately. Independent Contractor shall invoice the Tribe within thirty (30) days of agreement termination for satisfactory work performed up to termination date.
11. **Complete Agreement**: This Agreement constitutes the entire agreement between the parties, and no amendment or modification hereof shall be effective unless reduced to writing and signed by both parties.
12. **Severability**: Should any provision of this Agreement be held invalid or unenforceable, such a holding shall not affect the validity or enforceability of any other provision thereof.
13. **Copyrights**: All original materials, written, photographed, recorded or otherwise collected or produced by the Independent Contractor pursuant to this Agreement are instruments of Professional Services, and shall be the sole property of Tribe.
14. **Expertise Certification**: The Independent Contractor assures the Tribe that they and all their approved sub-contractors possess the expertise, and resources necessary for satisfactory completion of the activities described in the *Description of Independent Contractor Services and Activities*.
15. **Certification Regarding Debarment, Suspension and Related Matters**: The Independent Contractor hereby certifies to the best of their knowledge that it or any of its officers or contractors or sub-contractors:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal department or agency;
  2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
  4. Have not within a three (3) year period preceding this Agreement had one or more public (Federal, State or local) transactions terminated for cause or default.
16. **Applicable Law:** This Agreement shall be governed by the laws of the United States of America and by Karuk Tribal law. In the absence of Federal or Tribal law, relevant laws of the State of California shall be applicable. Independent Contractor is required to comply with Office of Management and Budget Super Circular and is responsible for understanding and compliance with applicable grant administration requirements as set forth in the Federal agency codifications of the grants management common rule. This provision is not intended to waive the Tribe's sovereign immunity status or submit the Tribe to any jurisdiction inconsistent with such status.
  17. **Indian Preference:** This Contract shall be executed in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding source requirements.
  18. **Tribal Employment Rights Ordinance (TERO):** Independent Contractor acknowledges that a two percent (2%) TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, excluding contracts funded by Tribal Council discretionary funds, provided that the total contract or annual gross revenues meet or exceed \$2,500.00.
  19. **Sovereign Immunity:** Nothing in this Agreement shall be construed or interpreted to relinquish the sovereign immunity of the Tribe.

In consideration of the mutual promises of the parties this Agreement is executed on the date first above written, in duplicate, intending each duplicate to be an original.

**INDEPENDENT CONTRACTOR**

Chook-Chook Hillman, President of the Board  
P.O. Box 303  
Orleans, CA 95556  
TIN: 94-2524481

**KARUK TRIBE**

Russell Attebery, Chairman  
64236 Second Avenue  
Happy Camp, CA 96039  
(530) 493-1600

---

Signature and Date

---

Signature and Date



***Description of Independent Contractor Services and Activities (Scope of Work)***

The Orleans Community Services District (OCSD) agrees to:

- 1) Install and maintain a power generator with an automatic transfer switch at the primary water tank in Orleans, CA.
- 2) Provide power to the Karuk Tribe's broadband equipment located at the primary water tank in Orleans, with either utility power or generated power.
- 3) Allow the Karuk Tribe to install a battery backup for their broadband equipment at the same location.

Because of the Karuk Tribe's grant funding for this contract, this contract is exempt from TERO fee.

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

# Karuk Tribe



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  
 MOU  
 Agreement  
 Amendment

Karuk Tribe Number Assigned: 16-C- 003

Funder/Agency Assigned: USDA RUS Community Connect  
Prior Amendment: \_\_\_\_\_

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

Requestor: Eric Cutright Date: April 27, 2016

Department/Program: Orleans Broadband Project & Aan Chúuphan

Name of Contractor or Parties: Orleans Community Services District

Effective Dates (From/To): May 12, 2016 October 24, 2017

Amount of Original: \$4,900.00

Amount of Modification: \_\_\_\_\_

Total Amount: \$4,900.00

Funding Source: 2061-00-7610.02 USDA RUS Community Connect Grant

Special Conditions/Terms:  
The effective dates of this contract coincide with the remaining time of the Community Connect Grant

Brief Description of Purpose:

~~Contract~~  
This agreement covers the OCSO purchasing and maintaining a generator at the Water Tank in Orleans that Aan Chúuphan may use to keep our radio equipment working during power outages.

### \*\* REQUIRED SIGNATURES \*\*

Eric Cutright  
Requestor Date 4/27/16

Laura Mayton  
\*\*Chief Financial Officer Date 5-4-16

Qualee Pusz  
\*\*Director, Administrative Programs & Compliance Date 5/3/16

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

Other Date \_\_\_\_\_

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Requestor: Eric Cutright

Date: April 27, 2016

Dept/Program: Aan Chúphan

Funding Source: 2061-00-7610.02

- Check One:  Small Purchase (less than \$3,000)  Large Purchase (more than \$3,000)\*\*  
 Construction Contract  Other:   
 Independent Contractor Under \$3,000  
 Independent Contractor Over \$3,000\*\*

\*\*Tribal Council approval is required for: all purchases exceeding \$3,000, all Agreements and all Contracts exceeding \$3,000.

Procurement  Three quotes  Sealed Bid  Competitive Proposal

### COMPARATIVE SUMMARY (Minimum of Three Required)

Company Name	Date	Price	Contact/Phone	Indian Y/N
Orleans Community Services Dist	4/11/2016	\$ 4,900.00	Shay 530-627-3454	No

Name of Selected Vendor: Orleans Community Services District (OCSD)

- 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: OCSD has agreed to pay for 50% of the cost of the generator. Any other method of securing a generator for this site would require the tribe to purchase the entire amount.

### \*\* REQUIRED SIGNATURES \*\*

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

Eric Cutright  
Requestor

4/27/16  
Date

Laura Mayton (NO TERO FEE!)  
\*\*Chief Financial Officer

5-4-16  
Date

Qualee Perry  
\*\*Director, Administrative Programs & Compliance

5/3/16  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other

\_\_\_\_\_  
Date



Orleans Community Service District

Pearch Creek Treatment Plant Backup Generator Project

Turn key supply and installation of air cooled 11-13KW propane system  
Concrete work (gen pad with work area, gas tank pad following county requirements)  
Bobcat work grading, trenching, compacting, back fill  
Electrical service upgrade (to accommodate gear switching ATS)  
Electrical wiring internal, external, test  
Gas lines, regulator, pressure tests, gas tank 200-250gal  
PUD responsible for contract with gas company (campora, amerigas)  
Final test, 1h load test  
One year maintenance kit supply  
Chain link fence around gen set supply installation

TOTAL \$9,800





**RPMS**  
**Karuk Tribal Health and Human Services Program**  
**Health Board Meeting-Happy Camp**  
**May 12, 2016**  
**Patricia White, RPMS Site Manager**



### **Workload reports**

Below is the March 2016 Operations Summary and Tribal Statistics. In March 2016 there were 2,158 ambulatory visits/encounters all locations. This is an increase of 39 visits over February 2016. Happy Camp was up by 98 visits, Orleans was up by 21 visits, and Yreka was down by 80 visits. Dental was down by 19 visits, Medical was up by 36 visits, Mental Health was up by 12 visits, and AOD was down by 45 visits. 827 of these visits were for Native American Patients (39%).

### **Meeting / Conference Calls / Training March 2016**

- 04/07 – GPRA Dental Measures Conference Call
- 07/07 – RPMS/EHR Office Hours
- 04/13 – ACQI Meeting
- 04/14 – Health Board Meeting , Yreka
- 04/20 – BMW upgrade to version 3.1
- 04/21 – RPMS/EHR Office Hours

### **Projects in Process**

- **HIE-Direct Messaging-PHR** – We are still slowly moving ahead on this project with IHS. PHR is fully operational, but do not have many patients signing up for this access to their records.
- **PMAS/BMW upgrade**- On Wednesday 4/20/16, Dale and I worked with IHS and successfully upgraded the Scheduling and Patient Registration package known as BMW. We had attempted this upgrade in December 2015, but failed to install correctly. It was found during the install that there was a computer script that was missing from our side. When we correctly entered the information, we were able to complete the upgrade following the guidelines. I thank Marcella Begaye and Reece Weber from California Area Office's IT staff for their assistance on the upgrade.
- **2016 HIPAA Training** - At the time of this writing, 95% of all Health Users have completed this year's training. The four staff members that have not completed have been given a final notice to complete or are at risk of losing access to computer programs. I have notified their supervisors. The deadline for health was April 29<sup>th</sup>.

40% of all other Tribal staff has completed the 2016 training. Other staff, not part of health, has until May 31<sup>st</sup> to complete this year's training. The deadline for Health was determined by Indian Health Services, the other was determined by the date the notice was sent out. I tried to give a 3 month window in order for staff to complete.

**Upcoming Projects/tasks**

- **Dentrix upgrade**-Dentrix version 8.0.7 is available. I will coordinate this with Henry Schein and Vickie Walden to allow for as little downtime as possible. We must do this task during the day to fit Henry Schein's schedule and usually these upgrades only take 1-2 hours to complete.
- **Blue Shield Grant Report**-I received notice from the Blue Shield Foundation that the annual report on the Core Support Grant is due June 30th. At this time I do not have any information on how the \$10,000 we received from them was used. It was placed under Raul at the time we received it. I have time to research and prepare the report before the deadline.

**RPMS Budget: April 30, 2016**

<b>Program</b>	<b>RPMS</b>
<b>Budget Code</b>	<b>3000-75</b>
<b>Program Year</b>	<b>2015-2016</b>
<b>Appropriation</b>	<b>\$234,558.49</b>
<b>Expenses year to date</b>	<b>\$117,075.95</b>
<b>Balance</b>	<b>117,482.54</b>
<b>Percent used</b>	<b>49.91%</b>

Respectfully Submitted,

Patricia C White,  
RPMS Site Manager



**OPERATIONS SUMMARY FOR KARUK TRB HP Service Unit**  
**FOR DATE RANGE: Mar 01, 2016 - Mar 31, 2016**  
**Prepared for May 12, 2016**  
**Health Board Meeting, Happy Camp**

(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 19,756 (+4.0) living patients registered at this SU. This number does not represent the 'Active User Population' which is found elsewhere in PCC Reports. There were 59 (-28.9) new patients, 0 (\*\*) births, and 7 (+75.0) death(s) during this period. Data is based on the Patient Registration File.

**THIRD PARTY ELIGIBILITY**

There were 2,989 (+0.2) patients enrolled in Medicare Part A and 2,834 (+0.0) patients enrolled in Part B at the end of this time period.

There were 175 (+24.1) patients enrolled in Medicare Part D.

There were also 7,748 (+4.1) patients enrolled in Medicaid and 6,935 (+3.5) 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 86,520.51 (+37.1). The number and dollar amount of authorizations by type were:

57 - DENTAL	15	14316.75
64 - NON-HOSPITAL SERVICE	1177	72203.76

**DIRECT INPATIENT**

[ NO DIRECT INPATIENT DATA TO REPORT ]

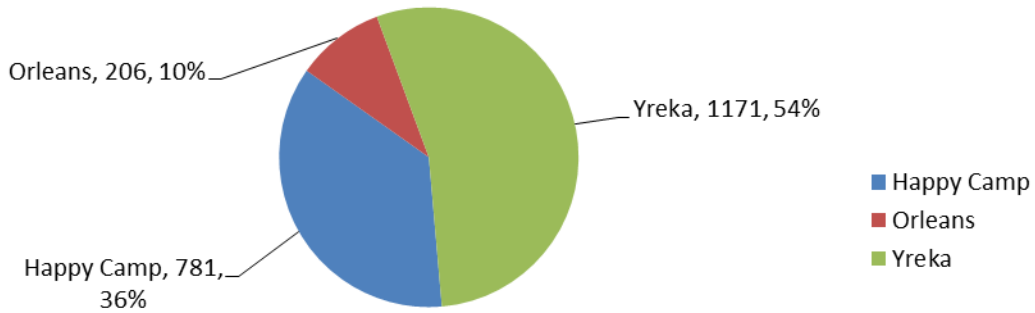
**AMBULATORY CARE VISITS**

There were a total of 2,158 ambulatory visits (-3.8) 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	2,158	(-3.8)	
By Location:			
YREKA	1,171	(-8.1)	
KARUK COMMUNITY HEALTH CLINIC	781	(-8.2)	
ORLEANS	206	(+74.6)	

## Visits by Location March 2016



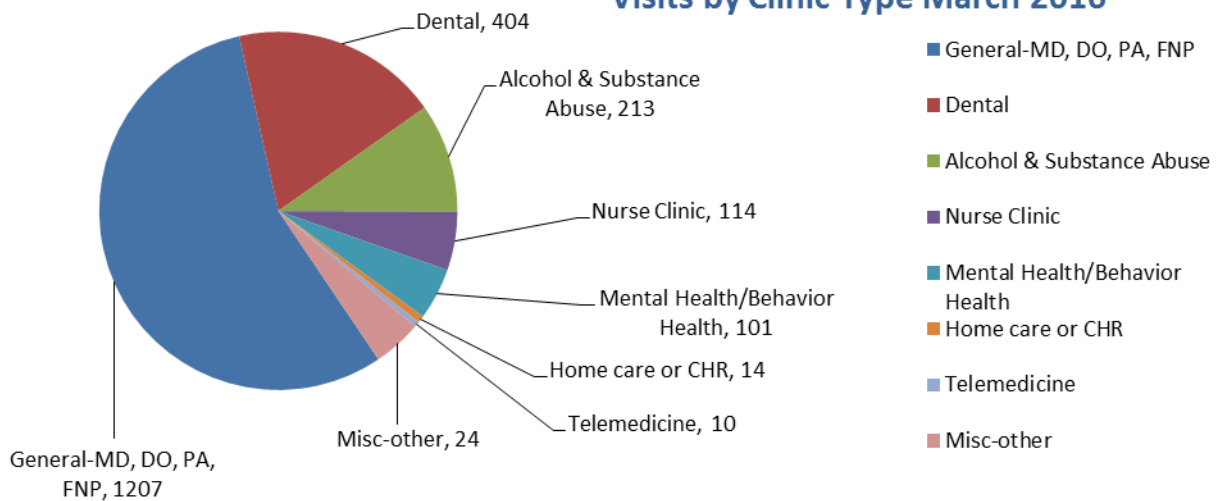
**By Service Category:**

AMBULATORY	2,106	(-1.9)
TELECOMMUNICATIONS	52	(-46.4)

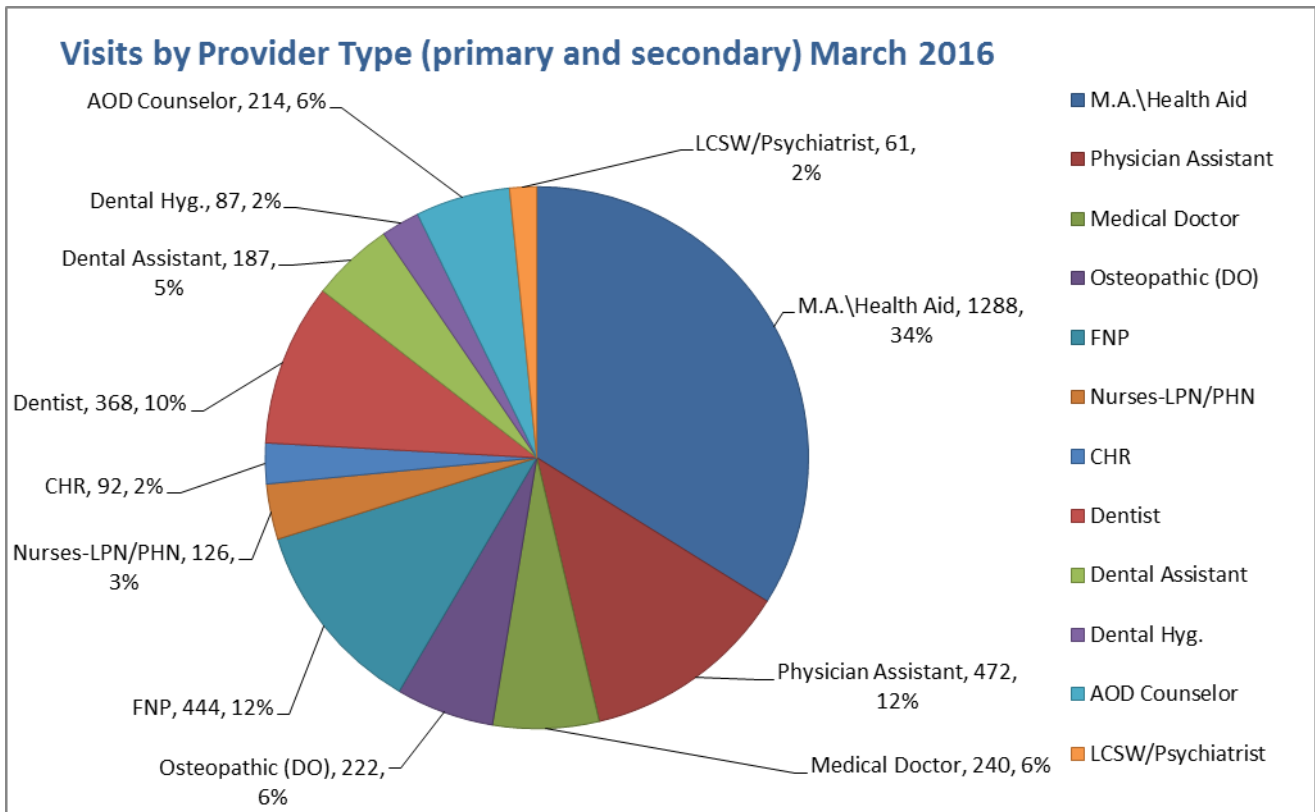
**By Clinic Type:**

GENERAL	1,207	(+22.5)
DENTAL	404	(-34.9)
ALCOHOL AND SUBSTANCE	213	(+52.1)
NURSE CLINIC	114	(+235.3)
OTHER	78	(-51.6)
BEHAVIORAL HEALTH	62	(+121.4)
MENTAL HEALTH (PSYCHIATRY)	39	(-38.1)
HOME CARE	14	(-77.8)
CHART REV/REC MOD	9	(+350.0)
TELEPHONE CALL	7	(-58.8)
TELEBEHAVIORAL HEALTH	6	(**)
TELEMEDICINE	4	(+33.3)
PHARMACY	1	(**)

## Visits by Clinic Type March 2016



By Provider Type (Primary and Secondary Providers):		
MEDICAL ASSISTANT	1,079	(+53.0)
PHYSICIAN ASSISTANT	472	(-38.0)
NURSE PRACTITIONER	444	(+11,000.0)
DENTIST	368	(-36.2)
MD	240	(-40.0)
OSTEOPATHIC MEDICINE	222	(**)
ALCOHOLISM/SUB ABUSE COUNSELOR	214	(+52.9)
HEALTH AIDE	209	(-2.3)
DENTAL ASSISTANT	187	(-49.2)
LICENSED PRACTICAL NURSE	126	(-33.7)
COMMUNITY HEALTH REP	92	(-58.9)
DENTAL HYGIENIST	87	(-56.3)
LICENSED CLINICAL SOCIAL WORK	61	(-23.8)
OTHER	3	(**)



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). other specified counseling	216	(**)
2). DENTAL EXAMINATION	149	(-76.1)
3). Essential (primary) hypertension	109	(**)
4). Encounter for immunization	81	(**)
5). Low back pain	78	(**)
6). other chronic pain	74	(**)
7). Type 2 diabetes mellitus without co	65	(**)
8). Encounter for dental exam and clean	65	(**)
9). Encounter for therapeutic drug level	65	(**)
10). Long term (current) use of anticoag	64	(**)

**CHART REVIEWS**

There were 1,227 (+20.9) chart reviews performed during this time period.

**INJURIES**

There were 111 visits for injuries (+13.3) reported during this period. Of these, 31 were new injuries (-11.4). The five leading causes were:

- 1). Civilian activity done for income 4 (\*\*)
- 2). Bitten by dog, initial encounter 3 (\*\*)
- 3). Fall same lev from slip/trip 2 (\*\*)
- 4). Activity, baseball 2 (\*\*)
- 5). Unspecified external cause status 2 (\*\*)

**EMERGENCY ROOM**

[NO EMERGENCY ROOM VISITS TO REPORT]

**DENTAL**

There were 293 patients (-39.6) seen for Dental Care. They accounted for 404 visits (-34.9). The seven leading service categories were:

- 1). PATIENT REVISIT 262 (-39.8)
- 2). HYPERTENSION SCREENING 146 (-39.7)
- 3). LOCAL ANESTHESIA IN CONJUNCTION WIT 116 (-29.3)
- 4). INTRAORAL - PERIAPICAL FIRST RADIOG 98 (-38.0)
- 5). FIRST VISIT OF FISCAL YEAR 88 (-42.9)
- 6). INTRAORAL - PERIAPICAL EACH ADDITIO 88 (-24.1)
- 7). PREVENTIVE PLAN AND INSTRUCTION 80 (-58.1)

**IN-HOSPITAL VISITS**

[NO IN-HOSPITAL VISITS TO REPORT]

**PHARMACY**

There were 2,381 new prescriptions (+36.7) and 0 refills (\*\*) during this period.

**Tribal Statistics  
March 2016**

	Registered Indian Patients March	Indian Patients Receiving Services March	APC Visits by Indian Patients March
Karuk	2117	443	473
Descendants residing in CA	1911	206	229
All other Tribes	2252	127	125
<b>Total</b>	<b>6280</b>	<b>776</b>	<b>827</b>