KARUK TRIBE HEALTH BOARD MEETING AGENDA Thursday, September 8, 2016 <u>3 PM</u>, Orleans, CA

A) CALL MEETING TO ORDER – PRAYER - ROLL CALL

AA) HEALTH MISSION STATEMENT

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

CH) APPROVAL OF THE AGENDA

EE) CONSENT CALENDAR

F) APPROVAL OF THE MINUTES (August 11, 2016)

- H) GUESTS (Ten Minutes Each)
 - 1. Hannah Prukup, Senior Nutrition Program

I) OLD BUSINESS (Five Minutes Each)

1.

II) DIRECTOR REPORTS (Ten Minutes Each)

- 1. Lessie Aubrey, Grants, Compliance, Accreditation Manager (written report)
- 2. Kori Novak, Health CEO (written report)
- 3. Pat Hobbs, Children & Family Services (written report)
- 4. Josh Stanshaw, Project 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. Vickie Simmons
- 3. Laura Mayton
- 4. Barbara Snider
- 5. Tribal Council Members

N) SET DATE FOR NEXT MEETING (*Thursday, October 13, 2016 at 3 PM in Yreka, CA.*

OO) ADJOURN

Karuk Tribe – Health Board Meeting August 11, 2016 – Meeting Minutes

Meeting called to order at 2:51pm by Chairman Attebery.

Present:

Russell "Buster" Attebery, Chairman Robert Super, Vice-Chairman Michael Thom, Secretary/Treasurer Charron "Sonny" Davis, Member at Large Alvis "Bud" Johnson, Member at Large Elsa Goodwin, Member at Large Renee Stauffer, Member at Large

Absent:

Arch Super, Member at Large (excused) Josh Saxon, Member at Large (excused)

Sonny Davis completed a prayer and Robert Super read the Mission Statement.

Agenda:

Renee Stauffer moved and Bud Johnson seconded to approve the agenda with changes, 6 haa, 0 puuhara, 0 pupitihara.

Consent Calendar:

None at this time.

Minutes from July 14, 2016:

Renee Stauffer moved and Sonny Davis seconded to approve the minutes, 5 haa, 0 puuhara, 0 pupitihara (Elsa absent for vote).

Guests:

1.) Scott Quinn, Land Director:

Scott is present to seek approval of resolution 16-R-143 that the BIA requests for trust applications.

Michael Thom moved and Elsa Goodwin seconded to approve resolution 16-R-143, 6 haa, 0 puuhara, 0 pupitihara.

He then sought approval of a no cost contract modification with TRB Associates. They are the consulting firm that is reviewing the plan review. It is contract 15-C-068 (2). The time extension.

Renee Stauffer moved and Bud Johnson seconded to approve contract 15-C-068 modification (2), 6 haa, 0 pupitihara.

2.) Cindy Hayes, Clinic Manager: Not present, no report.

3.) Eric Cutright, IT Director:

Eric is present to seek approval of Amy Coapman to do an interview for Tribal Net to do an interview on the Yreka Clinic and the Tribe. Renee asked what topics will be covered. Eric explained that the magazine will do a feature story on the Clinic or the Health Program.

Michael Thom moved and Renee Stauffer seconded to approve Amy Coapman to conduct the TribalNet Magazine, 6 haa, 0 puuhara, 0 pupitihara.

He then presented an agreement to fix a bridge for the EHR for dental records. He then noted that it will be sole source procurement with Indian Health Services in the amount of \$89,335.03.

Michael Thom moved and Robert Super seconded to approve procurement between the Indian Health Services and the Karuk Tribe, 6 haa, 0 puuhara, 0 pupitihara.

4.) Karen Derry, KCDC:

Not present.

Old Business:

None at this time.

Director Reports:

1.) Vickie Walden, Dental Office Manager: Not present.

Michael Thom moved and Sonny Davis seconded to approve Vickie's report, 6 haa, 0 puuhara, 0 pupitihara.

2.) Lessie Aubrey, Grants, Compliance, Accreditation Manager:

Lessie is present to review her report. A site visit was done and she will need to add the behavioral health buildings in Yreka and Happy Camp for her report.

Renee Stauffer moved and Bud Johnson seconded to add Yreka and Happy Camp behavioral health to the EHB, 6 haa, 0 pupitihara.

She then announced that Andy Anderson is leaving Sacramento. Andy offered to do some training for clinic staff or Health Board.

She went on to explain that she was provided with the HRSA health site report. She reviewed the deficiencies that were identified. There needs to be written agreements with outside dentists. In May the physiatrist contract had expired and will be completed this evening to bring it into compliance. She then discussed the secondary credentialing policy and that applies to all licensed healthcare workers. It is done currently but it hasn't been written into the policy. It was a procedure change so ACQI completed that change.

Lessie then explained services that are referred out, paid after referrals or primary care were all options on the HRSA application so she has been completing that verification. It was a technical fix in the report that was done.

Josh Stanshaw will assist in getting the Yreka and Happy Camp behavioral sites added.

The CQI reports were completed and reported to the ACQI Committee. Pain Management is a project identified. There are 499 patients receiving opioid prescriptions with an average of 2.15

prescriptions per quarter per patient. Of those 499 patients, 207 received pain management education. A goal will be to provide that education at each visit and reduce patients obtaining opioids, if necessary.

Susan Beatty has been having difficulty getting patient charts to match the electronic record, but that is being worked on. Nikki Hokanson was above in two areas of her chart review. Orleans Medical Records were at 100% in all areas.

She has been working on the hypertension report. She is not a provider so there was a deficiency in reporting. However, she has been working with Reginna Flowers who drafted a four page corrective action plan. This was exciting and provided great information on hypertension education and treatment. The blood pressure control for this period was up 4%.

Renee Stauffer moved and Elsa Goodwin seconded to approve Lessie's report, 6 haa, 0 puuhara, 0 pupitihara.

3.) Patti White, RPMS:

Patti is present to review her report. She provided her workload reports. She reviewed the data collected and provided that breakdown for the Council.

Patti again asked about the requirement of Administrative staff to complete the Indian Health Service training requirement. Patti will wait until next year on this requirement. Patti recommends the training for all staff but she will bring that back for next year. Kori commented that Josh is working on a robust HIPAA training for health folks and Josh may take this over which will allow removing that from Patti. Patti commented that the training that is from Indian Health Services covers HIPAA privacy and Security not just HIPAA privacy.

Consensus: to move ahead this year on HIPAA compliance.

The Blue Shield grant application was submitted last week. Kori is the moderator on this grant from now on.

Robert asked about the reduced patient visits from last month to this month. Patti explained that the productivity is increasing. With staff that is out of the office for training and closed days that incorporates the low visit count.

Renee Stauffer moved and Elsa Goodwin seconded to approve Patti's report, 6 haa, 0 puuhara, 0 pupitihara.

4.) Kori Novak, Health CEO:

Kori is present to review her report. She provided an overview of her work in the last 30 days. She is working on some larger patient loads however she needs to have staffing brought in. Josh is re-examine costs for signage in Yreka. She noted that they are working on sign for the Yreka Clinic.

Fully staffing and stabilizing the HHS is important and a priority. They are negotiating with an NP and speaking with additional persons to cover those vacancies. She did speak with Fatima regarding locum billing. Fatima is doing some research on those items. Long term strategy for HR is succession planning.

She has now met with every employee of HHS. She has taking notes on some trends and by large it is not having enough staff as an identified challenge.

Security measures have been reviewed. She has some numbers and ideas that she will speak about in closed session. She is working with Pat Hobbs on growth for billing.

Dental needs staffing and until then they will not have advertising. They are working on actively seeking funding for elders programs.

At the next Health Board Meeting, there will be flu shots for the Health Board Members. She will work on the annual flu shots for staff and more patients.

There is the opportunity to have support for the youth program. This will provide the ability to have organization support grant writing for the youth. It is the Nick Lowry Youth Foundation. They copy and submit further letters of intent for grant funding.

Michael Thom moved and Robert Super seconded to approve a letter of support to the Nick Lowery Youth Foundation in support of a grant, 6 haa, 0 puuhara, 0 pupitihara.

Michael Thom moved and Sonny Davis seconded to approve Kori's report, 6 haa, 0 puuhara, 0 pupitihara.

5.) Pat Hobbs, Children & Family Services:

Pat has no action items for her report, however when she came into the meeting and Kori handed her the action item of psychiatry services under a modification (2) to contract 14-C-017. This provides onsite services one day a month as well as TeleHealth services.

Renee Stauffer moved and Sonny Davis seconded to approve contract 14-C-017 (2), 6 haa, 0 puuhara, 0 pupitihara.

Pat reported that an expansion might be an option on services, but that will be evaluated over time. There are a lot of projects happening. The CSC is going to form an opioid addiction task force. There will be expanded dollars available for drug and alcohol treatment in Counties. The funding may be available in 2017 to Tribes. They will look at safe prescribing practices as well.

She then discussed the approved care-giver and child welfare and payment to families. This will allow for relatives who are caring for children who are removed from their immediate parents. There is a draw back on caseload vs services. She is working with Lester on this and they will identify an estimated number of cases the Tribe could anticipate.

Buster asked about the large waiting list. Pat reported that everyone has been screened. There are client letters to those who are hard to reach. The one area still having challenges is to fully keep another therapist busy in Yreka. There may be the option to have some walk-in hours. Robert asked how the building is. Pat noted that they love it and there will be some discussions on minor renovations to secure some staff.

Elsa Goodwin moved and Renee Stauffer seconded to approve Pat's report, 6 haa, 0 puuhara, 0 pupitihara.

6.) Josh Stanshaw, Project Manager:

Josh is present to provide his report to the Council. He updated the Council on the HVAC system in Yreka. There have been quotes and it is defaulting toward a full replacement of the HVAC system. He provided that as informational for the Council.

His other big project is updating and providing additional HIPAA privacy training. There are two components to HIPPA, which are privacy and security.

His first action item is resolution 16-R-148 which is an Elders Needs Assessment which will be used to hopefully access additional funding. Josh Stanshaw noted that the agency is doing the survey and is requiring the resolution. Laura Mayton commented that the resolution wouldn't be required under other circumstances. There is a minimum of 200 responses that need to be received for the survey.

Laura Olivas explained that previously Babbie completed an internal survey and the Tribe tabulated it. She explained that there is now required data that is needed for the Title VI application.

Renee Stauffer moved and Robert Super seconded to approve resolution 16-R-148, 6 haa, 0 puuhara, 0 pupitihara.

He then went on to seek approval of resolution 16-R-147. It is a resolution to request a grant from CRIHB, mini grant. It is to have the youth conduct a needs assessment and to have a strategic plan to identify reducing HIV and substance and alcohol abuse within the youth. His idea is to utilize the Youth Council of their participation. Josh Stanshaw explained that the Youth Council has been asked to participate. Kori provided that there is additional training opportunity for the Youth Council.

Michael Thom moved and Robert Super seconded to approve resolution 16-R-147, 6 haa, 0 puuhara, 0 pupitihara.

He then sought approval of agreement 16-A-078 which is a business associate agreement for the after-hours call service for the providers and patients. This is required under law, ensuring that companies understand the restrictions that are on them to comply with HIPAA.

Renee Stauffer moved and Bud Johnson seconded to approve agreement 16-A-078, 6 haa, 0 puuhara, 0 pupitihara.

Renee Stauffer moved and Elsa Goodwin seconded to approve Josh's report, 6 haa, 0 puuhara, 0 pupitihara.

7.) Annie Smith, PHN:

Annie is present to provide her report to the Health Board. She would like increase some services to Elders and home visits have been being done to provide for funding for that position. The position description for Elders Worker was not attached. All employees are certified as CHR's and the only one not certified is the Happy Camp Elders worker position. She is working on it as well as even the transporter to provide certification. CHR/Elders Workers were changed awhile back because Elder work is a distinctive part of CHR duties as well.

Annie thanked Roberta Kelly for her assistance and diligent work. She also welcomed back Carol Thom. There are serious issues with in-home care after tragic events. Roberta is learning a lot of problem solving with hospice and care for elders.

New reports provide data on services that are offered by the CHR's and Elders workers. The breakout provides information on diabetics, immunizations, injury control, etc.

The diabetes grant is slightly underspent. Laura Olivas is trying to help her spend money. There are 3 pieces of workout equipment that are still in the boxes after purchased last year. There is funding for more equipment, so she is hoping to have that installed at the Wellness Center. Annie would also like to have a piece of equipment installed in each clinic as well, but that planning still needs to take place.

Renee asked about the diabetes program and education. Renee asked about diabetic education and hands on education about food preparation. Renee asked if there is funding for that. Annie noted that there needs to be an RN in each clinic that is experienced in case management and education. 99% of this management is one on one. Renee asked about TeleHealth being an option for face-to-face education. Renee would like that to be a regular program. Great Northern will be delivering fresh produce in all communities and Annie will work on getting that information out to people.

Renee asked if Annie has an idea of how many diabetic patients there are. Annie reported that for the grant it is calculated for Native Americans who have active diabetes is over 450 patients. Jody Waddell commented that the providers in Happy Camp and Yreka refer patients to Annie and do not provide education.

The new diabetic grant that was competitive included information on Tribal Members who are seeking diabetic education. She commented that diabetes and the percentage of people that are developing diabetes is over 4 fold from 20 years ago.

Renee Stauffer moved and Robert Super seconded to approve Annie's report, 6 haa, 0 puuhara, 0 pupitihara.

Closed Session:

Elsa Goodwin moved and Michael Thom seconded to approve the health financial report, 6 haa, 0 puuhara, 0 pupitihara.

Renee Stauffer moved and Robert Super seconded to approve debt list of persons and write-offs of debt, 6 haa, 0 pupitihara.

Michael Thom moved and Elsa Goodwin seconded to write off \$403 with memo going to staff to collect information at the time of the visit, 6 haa, 0 pupitihara.

Consensus: to allow Kori Novak to continue evaluating and planning toward clinic operations at the Yreka Clinic and after review recommendation to move forward would be considered for October 1st.

Organizational Chart: will be drafted and they will work on this.

Informational: HIPAA complaints have been evaluated and there was in fact no violation and that documentation has been completed.

Informational: Annie will evaluate grant compliance for diabetic grant.

Informational: Staff security is maintaining steady and they are evaluating cameras outside of the building. KCDC and KTHA have cameras that may have been able to see who would come and go from the facility. Kori was advised to reach out to those entities to determine if anyone was captured on camera entering tribal facilities.

Informational: Goals will be set and clearly communicated.

Informational: Patient medication for folks who are in the service area but cannot easily get to Raley's shall be evaluated.

Renee Stauffer moved and Elsa Goodwin seconded to approve an extension to January $1^{\underline{st}}$ and enter into tiered renting, increasing \$500 every six months thereafter, 6 haa, 0 pupitihara.

Council Directive: a meeting shall be set Monday/Tuesday regarding Tuesday at 10am between Dion Wood, Josh Stanshaw, Dora Bernal and Kori Novak.

Consensus: follow policy regarding employee.

Renee Stauffer moved and Bud Johnson seconded to approve agreement 16-A-081, 6 haa, 0 puuhara, 0 pupitihara.

Michael Thom moved and Elsa Goodwin seconded to uphold CHS denial Case #275, 6 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin moved and Renee Stauffer seconded to approve Dave Medford, \$2,500 VISA, 5 haa, 1 puuhara (Michael Thom), 0 pupitihara.

Consensus: to issue procurement for hearing aid companies. The Council will review options at their upcoming planning meeting.

Renee Stauffer and Sonny Davis seconded to approve the revised ED of KTHA position description and post vacancy, 6 haa, 0 pupitihara.

Renee Stauffer moved and Bud Johnson seconded to approve Lifeline for Tribal Member #RP from Third Party, 6 haa, 0 pupitihara.

Council will evaluate property offered for sell and Scott will provide information back.

Bud Johnson moved and Renee Stauffer seconded to adjourn at 8:57pm.

Respectfully Submitted,

Russell Attebery, Chairman

Recording Secretary, Barbara Snider

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR:	Hannah Prukop)			DATE:	8/30	/2016
DEPARTMENT:	Senior Nutrition	Progr	am	×			
DEADLIN		1.05		DATES			
E: <u>9/1/16</u>	AMOUNT:	\$	34,923.00	FROM:	8/1/2016	то:	6/30/2017
BRIEFLY DESCRIBE PUR	POSE OF PROPOS	SAL:					
Authorization to exect \$34,923.00 to support program.							
REVIEW: NARRATIVI BUDGE INDIRECT COS MATC DOCUMENTATION TRIBAL RESOLUTION		-	CFO	OTHI			
COMMENTS:							
COMPLIANCE:							
CFO:							
OTHER:							
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CFO*	Jana.	ma	ytos			date <u>8</u>	-31-16
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CHAIRMAN	2			4		DATE	1
OTHER		×				DATE	
Form Revised 3.12.07							

RESOLUTION OF THE KARUK TRIBE

Resolution No: 16-R-157 Date Approved: September 8th, 2016

RESOLUTION AUTHORIZING THE ACCEPTANCE OF CONTRACT NUMBER 4005-1617-A11 WITH THE PLANNING AND SERVICE AREA 2 AREA AGENCY ON AGING (PSA 2 AAA) IN THE AMOUNT OF \$34,923.00.

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 providing quality health care for Native Americans and to provide quality health care to other people living in the communities we serve as resources allow; and

WHEREAS; there is a need for senior nutritional services for all community elders and a need to increase the awareness of the public regarding services provided by the Tribe; now

THEREFORE BE IT RESOLVED; that the Karuk Tribe supports the Senior Nutrition Program in providing healthy, nutritious meals to Elders; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the acceptance of contract number 4005-15617-A11 with the Planning and Service Area 2 Area Agency on Aging (PSA 2 AAA) in the amount of \$34,923.00.

Karuk Tribe Resolution 16-R-157 Page 1 of 2 Most Recently Revised July 14, 2016

CERTIFICATION

We, the undersigned, hereby certify the foregoing resolution 16-R-157 which was approved at a Health Board Meeting on September 8th, 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 <u>9</u> members of which voted.

Russell Attebery, Chairman

Date

Michael Thom, Secretary/Treasurer

Date

Fiscal Year 2016-2017

CONTRACT CHECKLIST





DOCUMENTS REQUIRED TO EXECUTE CONTRACTS

Please return ALL required documents (as itemized below) to our office. One Notice of Grant Award, one Notice of Summary of Grant Revenue Activities and one Area Agency on Aging Agreement will be returned upon execution.

FORMS INCLUDED IN THIS PACKET (Please send all documents with original signatures):

- 2 signed Notice of Grant Awards (yellow)
- 2 signed Notice of Summary of Grant Revenue Activities (white)
- Completed and Signed Contract Checklist (this form)
- N/A Reimbursement Indication Form
- 2 Area Agency on Aging Agreements

PLEASE PROVIDE THE FOLLOWING:

Resolution or Minutes of the agency Governing Board meeting authorizing
 Director or Manager to execute PSA 2 contract (A11) and all related

Page 1 of 2

amendments. <u>(The contract number located on the Notice of Grant Award</u> <u>must be referenced)</u>

- N/A Most recent copy of County Environmental Health Inspection(s) <u>(all sites</u> including satellites) (nutrition program sites only)
- N/A Most recent copy of Fire Protection Inspection(s) (all sites including satellites)
- N/A Insurance Certificates naming PSA 2 as Certificate Holder as follows:

Certificate of Insurance General Liability*

Certificate of Insurance Auto Liability***

Certificate of Insurance Workman's Comp

*The Additional Insured statement must name the PSA 2 Area Agency on Aging as Additional Insured. **The Additional Insured statement is not required on privately owned vehicles.

ADDITIONAL FORMS ENCLOSED FOR YOUR REFERENCE (Please do not return):

- PSA 2 AAA Holiday Schedule FY 2016/2017
- Revised PSA 2 AAA Reporting Time Line FY 2016/2017

Failure to complete this contract package or to return the required documents will delay processing of the contract and may affect the timely release of funds.

Please note that by signing this and all required forms, the Contractor agrees to adhere to all applicable rules, regulations, contractual obligations and PSA 2 AAA policies and procedures.

Date:	
Organization:	
Print Name / Title:	
Authorized Signature:	
	age 2 of 2

THIS NOTICE OF GRANT AWARD is issued this first day of August 2016, in the State of California by and between the Agency and Contractor for a term of 11 months terminating June 30, 2017.

Contract # /

Am. No.

AGENCY:

PLANNING AND SERVICE AREA 2 AREA AGENCY ON AGING (PSA 2 AAA)

208 W. Center Street P.O. Box 1400 Yreka, CA 96097 phone: (530) 842-1687 fax: (530) 842-4804 www.psa2.org

CONTRACTOR:

KARUK TRIBE OF CALIFORNIA

P.O. Box 1016 Happy Camp, CA 96039-1016 phone: (530) 627-3056 fax: (530) 627-3058 *Taxpayer I.D.* #

Subject categories, their federal catalog numbers and federal funding agency are as follows:

Title III-B Grants for supportive Services and Senior Centers, FCN# 93.044 Title III-C Nutrition Programs, FCN# 93.045 Title III-D Preventive Health & Medication Management Programs, FCN# 93.043 Title III-E Family Caregivers Support Program, FCN# 93.052 Title VII-A, Long Term Care Ombudsman Services for Older Individuals, FCN# 93.042 NSIP Nutrition Services Incentive Program, FCN# 93.053 These categories are funded through the Department of Health & Human Services, Administration on Aging.

The amounts listed in this Notice of Grant Award are contingent upon the availability of Federal, State and local funding and may be subject to change or renegotiation at any time. Additionally, all amounts listed herein must be fully expended by June 30, 2017.

PSA 2 AREA AG	GENCY	ON AGING	CONTRACTOR - KARUK TRIBE OF CA					
BY (AUTHORIZED SIGNATUI ⇒	RE)	/ DATE	BY (AUTHORIZED SIGNATURE) / DATE ⇒					
PRINTED NAME OF PERSON SIG	NING		PRINTED N	AME OF PERSON	SIGNING / TITLE			
Teri Gabriel - Executive Direct	or							
AMOUNT ENCUMBERED BY		ADDITIONAL AMOUNT ENC	UMBERED	TOTAL AMOUNT EI	NCUMBERED TO DATE			
THIS DOCUMENT - ORIGINAL		FOR THIS CONTRACT						
\$	34,923			\$	34,923			
PROGRAM		FUND TITLE						
(see attached)		Older American's Act		See attached allocat	ion sheet.			

TITLE III/VII NOTICE OF GRANT AWARD & SUMMARY OF GRANT REVENUE ACTIVITIES Fiscal Year August 1, 2016 - June 30, 2017

Contractor Executive Director's Signature

Date

KARUK TRIBE OF CALIFORNIA

PSA 2 Executive Director's Signature

Date

Provider #4005-1617-A11 Revised 6/23/2016 lg

Revised 6/23/2016 lg			-															
TITLE III PROGRAMS				Title		Title		Title		Title		Title	-	Title	-	Title	Т	itle
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Federal Funds	\$	21,690			\$	10,002	\$	11,688										
State Funds	s	9,057			\$	2,142	\$	6,915										
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16/17 Minimum Service Units	Fur	nding	IIIB L	Units	C-1	Units	C-2	Units	IIID L	Jnits	IIIE L	Units	VIIA	Units	VIIE	Units	Cost	/Unit
IIIB - Personal Care	-				-	_	-		_	_					_			
IIIB - Homemaker	-					_							<u></u>		_			
IIIB - Chore	_						-		_		-		-			_		
IIIB - Case Management	_																	
IIIB - Transportation	-		_															
IIIB - Legal	_									_								
IIIB - I&A				_														
IIIB - Outreach																		
IIIB - Other																		
C1 - Meals	\$	14,175				2,763												5.13
C2 - Meals	\$	20,748						4,611										4.50
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AREA AGENCY ON AGING AGREEMENT

THIS AGREEMENT made and entered into this first day of August, 2016, by and between Planning and Service Area 2 Area Agency on Aging, (hereinafter "PSA 2 AAA") and KARUK TRIBE (Hereinafter "CONTRACTOR")

WITNESSETH

- WHEREAS, the Planning and Service Area 2 Area Agency on Aging is the designated AREA AGENCY on AGING serving the counties of Lassen, Modoc, Shasta, Siskiyou and Trinity, and has undertaken the administration of a program to foster the development of comprehensive and coordinated service systems to serve older persons pursuant to the Older Americans Act of 1965, as amended, Pub. 1. 89 – 73; 42 U.S.C. Section 3001 <u>et seq</u>., and all amendments, rules and regulations pertaining thereto (hereinafter, collectively referred to as the "ACT");
- WHEREAS, it is necessary and desirable that PSA 2 AAA contract pursuant to said Act for the purpose of procuring the project(s) known as

TITLE III C-1 CONGREGATE MEALS; TITLE III C-2 HOME DELIVERED MEALS

(hereinafter, the "Project");

NOW, THEREFORE, IT IS AGREED BETWEEN PSA 2 AAA and CONTRACTOR as follows:

Section I: <u>Services</u>:

CONTRACTOR covenants to and shall perform this Project in accordance with the "Units of Services" set forth in the CONTRACTOR'S Request for Proposals (RFP) Project Application, which is on file with PSA 2 AAA, and which, by this reference, is also incorporated herein as if fully set forth. CONTRACTOR agrees that the units of service provided are subject to modification only upon written authorization of the Executive Director of PSA 2 AAA.

Section 2: Program Definitions

- a. Program Requirements means Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code Regulations (CCR), Section 7000 et seq.; California Department of Aging (CDA) Program Memoranda; and California Retail Food Code (CRFC).
- b. Title III B (Supportive Services) means variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA 321(a)]
- c. Program Development means activities that either establish a new service or expand or integrate existing services.

- d. Priority Services for Title III B means those services associated with access to services (transportation, outreach, information and assistance, and case management), in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
- e. Priority Services for Title III E means services provided to caregivers who care for older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities. [OAA 372(b)(1)-(2)]
- f. Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans. To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria:
 - 1. Be open to the public. [45 CFR 1321.53(b)(3)]
 - 2. Not means test. [OAA §315(b)(3)]
 - 3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4); 22 CCR 7638.9]
 - 4. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)]
- g. Title III C-2 (Home Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans. (See 2,3 and 4 above.)
- h. Nutrition Services Incentive Program (NSIP) means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each CONTRACTOR compared to the number of meals served in the State in the prior prior federal fiscal year.
- i. Title IIID (Disease Prevention and Health Promotion Services) means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve: nutrition, physical fitness, fall prevention, and emotional well-being. Service Providers may use the Title IIID funding to support any evidence-based program(s) that have been approved by the U.S. Department of Health and Human Services (DHHS.)
- j. Eligible Service Population for Title III E means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an

individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.

- k. A Grandparent or Older Individual Who is a Relative Caregiver means a grandparent or stepgrandparent of a child, or a relative of a child by blood marriage, or adoption, who is 55 years of age or older, and who:
 - 1. Live with the child
 - 2. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child
 - 3. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally
- 1. A Child means an individual who is not more than 18 years of age or who is an individual with a disability.
- m. Individual with Severe Disabilities means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities.
- n. Title III E Family Caregiver Support Program Categories are:
 - 1. Information Services
 - 2. Access Assistance
 - 3. Support Services
 - 4. Respite Care
 - 5. Supplemental Services

Section 3: Notice of Grant Award and Summary of Grant Revenue Activities

CONTRACTOR covenants to and shall perform this Project in accordance with the PSA 2 AAA Notice of Grant Award (NGA) and Summary of Grant Revenue Activities (Summary) as set forth in these documents. CONTRACTOR agrees that the units of service provided are subject to modification only upon request and written authorization of the Executive Director of PSA 2 AAA. Execution of all related amendments to the NGA and Summary shall be returned to PSA 2 AAA by CONTRACTOR with the utmost timeliness. PSA 2 AAA shall pay the Contractor an amount not to exceed the amount stated on the NGA as the "total amount encumbered to date."

Section 4: Effective Period and Right of Termination:

This AGREEMENT is effective for the period from AUGUST 1, 2016, through JUNE 30, 2017. Upon thirty (30) days written notice to the other party, either party may terminate this AGREEMENT. Upon giving or receiving such notice, CONTRACTOR shall immediately remit to PSA 2 AAA all unexpended funds previously received hereunder.

This AGREEMENT shall be in full compliance within 120 days of the effective date. CONTRACTOR shall adhere to all Federal and States regulations and laws; and to the AGREEMENT terms and policy.

Section 5: Termination Upon Failure of Contractor to Perform:

Should CONTRACTOR fail to perform any covenant contained herein, PSA 2 AAA may immediately terminate this AGREEMENT. Termination shall be effective upon the mailing, return receipt requested, of notice thereof. Thereafter, PSA 2 AAA may complete the Project in any manner it deems proper. In the event of such termination, the cost of completion of the Project shall be deducted from any monies not yet paid to CONTRACTOR, and CONTRACTOR shall immediately remit to PSA 2 AAA all unexpended funds previously received hereunder.

Section 6: <u>Compliance</u>:

- a. CONTRACTOR shall not commence work under this AGREEMENT until a signed statement of CONTRACTOR'S assurance of compliance with subsections d and e below is on file with PSA 2 AAA.
- b. CONTRACTOR warrants that upon execution of this AGREEMENT, it will be fully informed of the Act and all other relevant Federal, State, and local statutes, rules and regulations, directives, and amendments affecting this AGREEMENT.
- c. CONTRACTOR shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 200, as amended by the Equal Opportunity Act of 1972, Public Law No. 92-261) in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or which would deprive, or tend to deprive any individual with respect to his or her compensation, terms, conditional of employment opportunities, or otherwise adversely affect his or her status as an employee, because of such individual's age, race, color, religion, sex, or national origin.
- d. CONTRACTOR shall comply with Department of Health and Human Services regulation under Title VI of the Civil Rights Act of 1964 guaranteeing that no person in the United States shall, on the ground of age, race, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this project.
- e. CONTRACTOR shall comply with Department of Health and Human Services regulations under Section 504 of the Rehabilitation Act of 1973, as amended, which provides that..."No otherwise qualified handicapped individual in the United States...shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
- f. CONTRACTOR shall report immediately to the PSA 2 AAA in writing any incidents of alleged fraud and/or abuse by either CONTRACTOR or subcontractor.
- g. Except as otherwise expressly provided for herein, CONTRACTOR shall not use AGREEMENT funds to pay the salary or expenses of any individual who is engaged in activities designed to influence legislation or appropriations pending before Congress.

h. CONTRACTOR shall use the funds solely on the service set forth in this AGREEMENT; misuse of funds will result in suspension of funds and thus termination of the AGREEMENT.

Section 7: Security Incident Reporting and Security Awareness Training

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The CONTRACTOR must report all security incidents to the PSA 2 AAA immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the PSA 2 within five (5) business days of the date the incident was detected.

CONTRACTOR agrees to provide ongoing education and training, at least annually, to all employees who handle personal, sensitive or confidential information. CONTRACTOR employees and volunteers must complete the required Security Awareness Training module located at <u>www.aging.ca.gov</u> within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or volunteer. It is acceptable for CONTRACTOR to utilize another form of Security Awareness Training (such as HIPPA training) as long as all required training components are included. CONTRACTOR must maintain certificates of completion on file and provide them to PSA 2 AAA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employee and/or volunteers for their completion.

All employees and volunteers who handle personal, sensitive or confidential information relating to PSA 2 AAA's programs must participate in Security Awareness Training.

Section 8: Availability of Funds; Right to and Method of Payments.

- a. It is mutually understood between the parties that the Notification of Award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the award were executed after that determination was made.
- b. The Subgrant Award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the fiscal year for which this AGREEMENT is made, for the purpose of this program. In addition, the award is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statutes enacted by the Congress, which may affect the provisions, terms of funding of this award in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, this Subgrant Award shall be amended to reflect any reduction in funds.
- d. In consideration of performance of this Project in a manner considered satisfactory to PSA 2 AAA, PSA 2 AAA shall pay to CONTRACTOR the amount shown on the Notice of Grant Summary. CONTRACTOR understands that said funds are ultimately derived from federal funds and covenants to spend said money only in accordance with the terms of the Act and pursuant to CONTRACTOR'S approved budget, which is in the

CONTRACTOR's Project Application and by this reference incorporated herein as if fully set forth.

- e. Payments to CONTRACTOR under this AGREEMENT shall be made monthly (or as funding is made available by the State of California) based upon reports submitted by CONTRACTOR according to the PSA 2 AAA Reporting Time Line. Upon request by CONTRACTOR, PSA 2 AAA will pay CONTRACTOR on an advance basis for services hereunder pursuant to PSA 2 AAA policies. In the event that reports submitted by CONTRACTOR are inconsistent with PSA 2 AAA reporting policy, PSA 2 AAA may withhold all or part of the funds under this AGREEMENT until all inconsistencies and irregularities are resolved to PSA 2 AAA's satisfaction.
- f. No alteration, variation or deviation from any budget item described in CONTRACTOR's Project Application shall be valid unless made in writing and approved by the Executive Director of PSA 2 AAA.
- g. In the event CONTRACTOR is unable to attain the minimum service units of the contract for the said contract term, CONTRACTOR must notify PSA 2 AAA and submit a budget revision to PSA 2 AAA.

Section 9: Budget Requirements

CONTRACTOR is aware of and agrees to adhere to the following Project budget requirements:

- a. Sources of revenue for the Project will be separated on the budget as follows:
 - 1. Older Americans Act Funding the funding received as a result of this contract
 - 2. Cash Matching Contributions local cash contributions by the CONTRACTOR, subcontractor, or other local resources that qualify as match for the contract funding. No match is required for Title IIID.
 - 3. In-Kind Matching Contributions the value of non-cash contributions donated to support the Project (e.g. property, service, etc.)
 - 4. Non-Matching Contributions local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g. federal funds overmatch, etc.)
 - 5. Program Income revenue generated by the CONTRACTOR or subcontractor from contract-supported activities. Program Income is:
 - i. Voluntary contributions received from a participant or responsible party as a result of services.
 - ii. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - iii. Royalties received on patents and copyrights from contract-supported activities.
 - iv. Proceeds from sale of items fabricated under contract agreement.
- b. Project budget must include at a minimum the following total match (cash plus in-kind):
 - 1. 10.53% of Older Americans Act funding for Projects funded by Title III B and C
 - 2. 25% of Older Americans Act funding for Projects funded by Title III E
- c. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefiting the

Project, without effort disproportionate to the results achieved. Indirect costs may not exceed 10% of the total Project budget.

Section 10: Reporting and Record Keeping

- a. CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by PSA 2 AAA, including, but not limited to, submission of a closeout for the current contract by **July 20**, unless otherwise specified by PSA 2 AAA and submission of audited financial statements for the contract year by **March 31**st of the following year, and all other such requirements set forth by PSA 2 AAA. CONTRACTOR shall account for and maintain all funds received under this AGREEMENT in accordance with requirements set forth by PSA 2 AAA. Such requirements shall be provided to CONTRACTOR in writing at Closeout time.
- b. CONTRACTOR at all times shall maintain in an auditable form and condition satisfactory to PSA 2 AAA a complete set of records of its activities and expenditures hereunder. CONTRACTOR shall retain said records until notified by PSA 2 AAA. In the event of audit exception, such records shall be retained longer than four years, if necessary, until every exception is resolved to the satisfaction of the auditor and PSA 2 AAA.
- c. The OAA calls for annual performance reporting to the Administration for Community Living (ACL) by the California Department of Aging (CDA). ACL has developed the National Aging Program Information System (NAPIS) data criteria for this reporting.

PSA 2 AAA requires its CONTRACTORS to utilize the Harmony Information Systems Social Assistance Management Software (SAMS) online portal for data reporting (unless otherwise arranged by PSA 2 AAA.) PSA 2 AAA collects the program specific data that has been entered in the SAMS software by each CONTRACTOR. Program specific NAPIS requirements are entered into SAMS for monthly reporting to CDA by the CONTRACTOR. This data is due by the 7th working day of each month (unless otherwise arranged by PSA 2 AAA) following the month being reported. CONTRACTOR is responsible for:

- 1. The collection of the required program specific data,
- 2. Providing staff with the appropriate number of hours to maintain the data,
- 3. Assuring that the data is entered accurately in SAMS, and
- 4. Reporting to PSA 2 AAA as required.

Software and licensing shall be acquired by the CONTRACTOR. The cost of a yearly subscription to the software will be an allowable expense for the CONTRACTOR.

CONTRACTOR must submit program, data and fiscal reports as instructed and in accordance with the PSA 2 AAA Reporting Time Line, unless otherwise arranged with PSA 2 AAA.

Section 11: Property

a. Unless otherwise provided for in this Agreement, property refers to all assets capitalized or non-capitalized, used in the operation of this Agreement.

- 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
- 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- b. Properties meeting all of the following criteria are subject to the capitalization requirements. Such property must:
 - 1. Have a normal useful life of at least 1 year;
 - 2. Have a unit acquisition cost of at least \$500 (a desktop or laptop setup including all peripherals is considered a unit if purchased as a unit); and
 - 3. Be used to conduct business under this Agreement.
- c. Additions, improvements, and enhancements to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and enhancements typically do not increase the physical size of the asset. Instead, improvements and enhancements improve the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and enhanced include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- d. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- e. The Contractor shall record the following information when property is acquired:
 - 1. Date acquired
 - 2. Property description (include model number)
 - 3. PSA 2 AAA Tag #
 - 4. Serial number
 - 5. Cost or other basis or valuation
 - 6. Fund source

The Contractor shall keep track of property purchased with Contract funds. The Contractor shall maintain and submit to PSA 2 AAA, annually with the Closeout, a cumulative inventory of property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the <u>Report of Project</u> Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to PSA 2 AAA.

- f. Disposal Of Property
 - 1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement, the Contractor must obtain approval from PSA 2 AAA on all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency <u>may not occur until approval is received</u>

from PSA 2 AAA. The Contractor shall use the Request to Dispose of Property (CDA 248) to dispose of property. PSA2 AAA will instruct the contractor in disposition of the property. Once approval for disposal has been received from PSA 2 AAA, the item(s) shall be removed from Contractors inventory.

- 2. Contractor must remove all confidential, sensitive, or personal information from PSA 2 AAA property prior to disposal including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multifunction printers, and laptops.
- g. The Contractor shall immediately investigate and, within five (5) days, fully document the loss, destruction, or theft of such property.
- h. PSA 2 AAA reserves title to all PSA 2 AAA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- i. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from PSA 2 AAA regarding the final disposition of the property.
- j. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to PSA 2 AAA. PSA 2 AAA reserves the right to require the Contractor to transfer such property to another entity, or to the PSA 2 AAA.
- k. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, PSA 2 AAA will issue specific written disposition instructions to the Contractor.
- 1. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of PSA 2 AAA for other purposes in this order:
 - 1. Another PSA 2 AAA program providing the same or similar service; or
 - 2. Another PSA 2 AAA funded program.
- m. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of PSA 2 AAA. As a condition of the approval, PSA 2 AAA may require reimbursement under this Agreement for its use.
- n. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- o. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

Section 12: Right to Monitor and Audit

- a. Authorized Federal, State and PSA 2 AAA representatives shall have the right to evaluate CONTRACTOR'S performance of this AGREEMENT at any and all reasonable times deemed to be necessary or desirable by PSA 2 AAA. Said evaluations may include, but are not limited to audits, inspections of premises and interviews of project staff and participants. CONTRACTOR shall cooperate with the PSA 2 AAA in the monitoring and evaluation processes, which includes making any administrative, program and fiscal staff available during any scheduled process.
- b. All of CONTRACTOR'S records pertaining to this AGREEMENT shall be available for inspection and audit by PSA 2 AAA, State and Federal government agencies and their authorized representatives, during normal business hours.
- c. CONTRACTOR shall arrange for an independent audit in accordance with requirements set forth by PSA 2 AAA. Such requirements shall be provided to CONTRACTOR in writing at Closeout time.

Section 13: <u>Responsibility for Audit Exceptions</u>:

- a. Definitions: for the purpose of this AGREEMENT, "audit exception" includes, but is not limited to, a determination by PSA 2 AAA, or by State or Federal agencies, that monies provided hereunder have been improperly spent, used, allocated, recorded, ledgered, or accounted for, or that CONTRACTOR has otherwise not complied with terms or the Act or of this AGREEMENT.
- b. CONTRACTOR shall fully reply to, comply with, and take requested corrective action as to any audit exception determined pursuant to this AGREEMENT. CONTRACTOR understands that any failure by CONTRACTOR to fully perform all terms and conditions herein, or to comply with applicable spending, budget, accounting, bookkeeping and record keeping requirements may result in PSA 2 AAA liability for all affected funds. CONTRACTOR, therefore, agrees to indemnify, save harmless and pay PSA 2 AAA the full amount of liability resulting from such audit exception.

Section 14: Transition Plan

CONTRACTOR shall submit a transition plan to the PSA 2 AAA within 15 days of delivery of a written Notice of Termination of a program funded by Title III. The transition plan must be approved by the PSA 2 AAA and shall, at a minimum, include the following:

- a. Description of how clients will be notified about the change in their service provider.
- b. A plan to communicate with other organizations that can assist in locating alternative services.
- c. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
- d. A plan to evaluate clients in order to assure appropriate placement.
- e. A plan to transfer any confidential medical and client records to a new contractor.
- f. A plan to dispose of confidential records in accordance with applicable laws and regulations.
- g. A plan for adequate staff to provide continued care or service through the term of the contract.

- h. A full inventory and plan to dispose of, transfer, or return to the PSA 2 AAA all equipment purchased during the entire operation of the contract.
- i. Additional information as necessary to effect a safe transition of clients to other community service providers.

CONTRACTOR shall implement the transition plan as approved by the PSA 2 AAA. The PSA 2 AAA will monitor the CONTRACTOR's progress in carrying out all elements of the transition plan.

If the CONTRACTOR fails to provide and implement a transition plan as required by this Agreement, the CONTRACTOR will implement a transition plan submitted by the PSA 2 AAA to the CONTRACTOR following the Notice of Termination.

Section 15: Grievance Procedure

CONTRACTOR shall establish and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals. CONTRACTOR is required to post the grievance procedure in a visible and accessible area. At a minimum, the process shall include all of the following:

- a. Ten day time frames within which a complaint will be acted upon.
- b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the PSA 2 AAA if dissatisfied with the results of the CONTRACTOR's review.
- c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

CONTRACTOR shall notify the Executive Director of PSA 2 AAA in writing within ten working days after a statement has been issued to complainant detailing the complaint, resolution and a copy of statement sent to complainant. The address is P.O. Box 1400, Yreka, CA 96097.

Section 16: Hold Harmless and Indemnification

The CONTRACTOR shall indemnify, defend, and save harmless the PSA 2 AAA, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this AGREEMENT were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the CONTRACTOR in the performance of this AGREEMENT.

The duty of the CONTRACTOR to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Section 17: Insurance

CONTRACTOR shall not commence work hereunder until all insurance required under this section has been obtained and such insurance has been approved by the Executive Director of PSA

2 AAA. CONTRACTOR shall furnish PSA 2 AAA with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending CONTRACTOR'S coverage to include the contractual liability assumed by CONTRACTOR pursuant to this AGREEMENT. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given in writing to PSA 2 AAA of any pending change in the limits of liability or of any cancellation or modification of the policy.

CONTRACTOR shall be required to obtain the following insurance:

a. <u>Workers Compensation and Employer Liability Insurance</u>: CONTRACTOR shall have in effect during the entire life of this AGREEMENT, Workers Compensation and Employer Liability Insurance providing full statutory coverage. In signing this AGREEMENT, CONTRACTOR makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing this performance of the work of this AGREEMENT.

b. Liability Insurance: CONTRACTOR shall take out and maintain during the life of this AGREEMENT such Bodily Injury Liability and Property Damage Liability Insurance and shall protect it while performing work covered by this AGREEMENT from any and all claims for damages for bodily injury including accidental death, as well as any and all claims for property damage which may arise from CONTRACTOR'S operations hereunder, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. PSA 2 AAA and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the Chief Operating Agent or Executive Director, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and if the PSA 2 AAA or its officers and employees have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only. If CONTRACTOR has vehicle exposure, no less than five hundred thousand dollars (\$500,000) comprehensive and auto liability insurance must be obtained at CONTRACTOR cost with the PSA 2 AAA named as an additional insured on the policy.

In the event of the breach of any provisions of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, PSA 2 AAA at its option may, notwithstanding any other provision of this AGREEMENT to the contrary, immediately declare a material breach of this AGREEMENT and suspend all further work pursuant to this AGREEMENT.

Section 18: Focal Points

CONTRACTOR is aware of the following designated community focal points:

Lassen Senior Services 1700 Sunkist Dr. Susanville, CA 96130

Doyle Senior Nutrition Site Doyle Loop Doyle, CA 96109

Westwood Senior Nutrition Site Westwood Senior Apartments 671-315 Finland Way Westwood, CA 96137

Big Valley 50 Plus 657-555 Bridge St. Bieber, CA 96009

Modoc County Senior Citizens Association 906 W. 4th St. Alturas, CA 96101

Tulelake Senior Nutrition Site 810 Main St. Tulelake, CA 96134

Golden Umbrella, Inc. 200 Mercy Oaks Dr. Redding, CA 96003 Intermountain Office 37095 Main St., Ste., C Burney, CA 96013

Shasta Senior Nutrition Program 100 Mercy Oaks Dr. Redding, CA 96003

Frontier Senior Center 2081 Frontier Trail Anderson, CA 96007

Burney Senior Nutrition Site 37477 Main St. Burney, CA 96013

Shasta Lake Senior Nutrition Site 1525 Median Ave. Shasta Lake, CA 96019

Karuk Tribe Senior Nutrition Program 64101 Second Ave. Happy Camp, CA 96039

Madrone Senior Services 810 N. Oregon St. Yreka, CA 96097 Mt. Shasta Senior Nutrition Program 1315 Nixon Rd. Mt. Shasta, CA 96067

Golden Age Center 201 Brown's Ranch Rd. Weaverville, CA 96093

Roderick/Hayfork Senior Center 90 Corral Ave. #A Hayfork, CA 96041

Mountain Caregivers Resource Center 916 E. Cypress Ave., #300 Redding, CA 96002

Legal Services of Northern CA 1370 West St. Redding, CA 96001

PSA 2 HICAP Services 1647 Hartnell Ave., Ste. 8 Redding, CA 96002

PSA 2 Ombudsman Services 1647 Hartnell Ave., Ste. 9 Redding, CA 96002

Section 19: Independent Contractor

CONTRACTOR, its agents and employees, shall be independent contractors in performance of this AGREEMENT and not officers, employees or agents of the PSA 2 AAA.

Section 20: Conflict of Interest

- 1. The CONTRACTOR shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the PSA 2 AAA determines that a conflict of interest exists, funds may be disallowed by the PSA 2 AAA and such conflict may constitute grounds for termination of the AGREEMENT.
- 2. This provision shall not be construed to prohibit employment of persons with whom the CONTRACTOR's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

Section 21: Covenant Against Contingent Fees

- 1. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this AGREEMENT. There has been no agreement to make commission payments in order to obtain this AGREEMENT.
- 2. For breach or violation of this warranty, the PSA 2 AAA shall have the right to terminate this AGREEMENT without liability or at its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

Section 22: Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the CONTRACTOR shall comply with all applicable orders and requirements issued under the following laws:

- 1. Clean Air Act, as amended [42 USC 1857]
- 2. Clean Water Act, as amended [33 USC 1368]
- 3. Federal Water Pollution Control Act, as amended 33 USC 1251, et seq.]
- Environmental Protection Agency Regulations [40 CFR, Part 15] and [Executive Order 11738]
- 5. Public Contract Code Section 10295.3

Section 23: Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal departments or agency

b. Have not within a three-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 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

c. Are not presently indicted for or otherwise, criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification

d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default

- 2. The Contractor shall report immediately to the PSA 2 AAA in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.
- 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the PSA 2 AAA.
- 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

Section 24: Licensing and Accreditation

Where necessary for its operation, CONTRACTOR shall maintain the appropriate license, or accreditation throughout the life of this AGREEMENT.

Section 25: Assignability

Without the written consent of PSA 2 AAA, this AGREEMENT is not assignable by CONTRACTOR either in whole or in part. In the event of subcontract hereunder, CONTRACTOR remains primarily liable for performance of this AGREEMENT.

Section 26: AAA Responsibilities

- a. The PSA 2 AAA, as the AAA, has a contract with the State of California, Department of Aging, to provide services to older individuals pursuant to provisions of the Older Americans Act and the Older Californians Act, as amended.
- b. The PSA 2 AAA, as the AAA, is authorized by its contracts with the State of California to enter into contracts with local Contractors for the provision of services to older individuals in accordance with the specific goals and service objectives established by the PSA 2 AAA and incorporated into the AAA's Area Plan and Updates, revisions and amendments to that plan.
- c. In consideration of the timely performance of the Contractor in a manner consistent with the law and this Agreement, including reporting requirements, and in consideration of provision of services by the Contractor according to terms and conditions of this Agreement, the PSA 2 AAA, as the AAA shall pay the Contractor an amount not to exceed the amount stated on the Notice of Grant Award as the "total amount encumbered to date."
- d. The PSA 2 AAA is dedicated to providing a broad array of needed services and to the uninterrupted provisions of those services. To that end, the AAA shall be responsible for timely submittal to applicable agencies of all required claims, requests for funds, and all reports required for the release of funds or otherwise for continued service provision.

Section 27: Entire Contract

This AGREEMENT is the entire contract between the parties, and no modification or amendment thereof shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not set forth herein shall be binding on any of the parties hereto.

In the event CONTRACTOR does not meet all the necessary service requirements, PSA 2 AAA has the right to negotiate contract modification or revisions to assure that all necessary service requirements are met.

Section 28: Limitation of Authority:

CONTRACTOR shall have no authority to contract for or on behalf of, or to incur obligations on behalf of the PSA 2 AAA.

Section 29: Time

Time is of the essence in the execution of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have caused this AGREEMENT to be executed on the day and year first above written.

CONTRACTOR	PSA 2 AAA	
BY:(Printed Name)	BY: <u>Teri Gabriel</u> (Printed Name)	_
(Title)	<u>Executive Director</u> (Title)	
(Signature)	(Signature)	
(Date)	(Date)	

KARUK TRIBE FISCAL YEAR 2015 BUDGET WORKSHEET



6000-50(C-1) / 6000-51(C-2)

Payroll-Related Expenditures

PROGRAM/DIVISION

(1) \$725.89 less 3% of wages per month

Other Direct/Contract Support Expenditures

Account	FY2014 Actual	FY2014 Budget	FY2015 Estimated	Difference FY2014 Actual/FY2015 Estimated	Difference FY2015 Budget/FY2015 Estimated	2016 PROPOSED
7301.00 Mileage/Vehicle Usage C-1						550.00
7301.00 Mileage/Vehicle Usage C-2				*	44	1,100.00
500.00 Supplies - C-1				,	x	275.00
/500.00 Supplies - C-2				8	×	1,100.00
ood C-1					4	4,322.55
7500.01 Raw Food C-2					2	8,731.55
601.00 Professional Fees						450.00
601.00 Professional Fees				4	<u>1</u> 1	450.00
our.up Unines				ġ.	8	3
'999.00 IDC C-1				ł		1,701.00
888.00 IDC C-2				19 10	j.	2,490.00
Totals	ж	uð.	<u>ik</u>	9	8	21,170,10
Salaries & Fringe	a,	3	P¥.	•	1 1	\$13,752.90
Total Expenditures		ж) 	8	(<u>)</u>	3	34,923.00

BUDGET SUMMARY

BUDGET SUMMARY	
2016/2017 PSA Funding:	
2016/2017 C-1 Award 2016/2017 C-2 Award	\$14,175.00 \$20,748.00
Funding Available for 1617-A11	34,923.00
Less: 2016/2017 Proposed Expenditures C-1 Less: 2016/2017 Proposed Expenditures C-2	\$14,175.00 \$20,748.00
Anticipated Program Balance @ 9/30/14	(0:00)

Grants, Compliance and Accreditation

Board Report

September 8, 2016 Les

Lessie Aubrey, Manager

Out of State Travel Request:

Phoenix Arizona October 23-25, 2016 / a total Health Care Compliance Conference, entitled "Clinical Practice Compliance Conference". It is full of very good information that pertains to our health services. Agenda attached.

WHY YOU SHOULD ATTEND

- Get updated on government initiatives specific to physicians and their practices
- Network with your peers
- Learn the latest enforcement trends
- Topics include correct documentation, billing and coding practices, and operating on a limited budget

CQI Projects:

- Access to Care: All three clinics will report on this.Purpose: To prepare each clinic to become a Patient Centered Medical Home through Open Scheduling and ensure Access to timely patient care. It is important to adhere to all standards of a PCMH.
 - Goals and Objectives: 1. All requests for appointments will be made the same/next day.
 To establish sufficient availability of providers.
 - 2. Data: Through the RPMS scheduling package data will be taken on:

Day booked, Date appointment given, and Variables taken from comment section

- 2. How many patients were rescheduled an appointment because a provider wasn't available. This will determine the effects of scheduling (when provider is absent or when the provider returns).
- 3. This report will be given every month by each clinic receptionist and/or clinic manager. Reporting period will begin August 1-31, 2016, and every month thereafter.

KCHC Medical Record Audit: Tara Ware reported that providers and nurses need to ask about tobacco use and cessation. Otherwise all other documentation has met goals.

Eye Exams for Karuk Diabetic Patients: We are currently at 50% half way through the reporting period and our goal is to reach 60%.

Grants, Compliance and Accreditation

Board Report

September 8, 2016

Lessie Aubrey, Manager

Increase PAP Smears: Vickie Simmons reports that we are at 47% with a goal of 47.8%. An incentive program is being put into place to increase the PAP Smear Rates. For every woman who receives a PAP in September she will receive a chance to win \$50.00, and if she gets her flu shot at the same time she gets a second chance to win the \$50.00. Hopefully, we will see improvements with PAPs and Flu Immunization's.

Eligibility Report for Oct, Nov, and Dec. 2015: Sharon Denz reported that she saw 9 clients in October. Five clients were not eligible for Medi-Cal and 4 clients were eligible for Medicare Part D. In Nov she saw 6 clients and three clients were not eligible for Medi-Cal, 2 clients were eligible for Medicare Part D, and one client was eligible for Covered CA Insurance. IN December 2015 she saw no clients because she was out on medical leave.

Debbie Beckford's numbers:

	2015				2016			
	Medi-Cal	Cov Ca	Part D	Total	Medi-Cal	Cov Ca	Part D	Total
Jan	7	10	0	17	24	7	3	34
Feb	13	9	0	22	18	3	1	22
Mar	10	3	3	16	4	4	2	10
Apr	4	6	1	11	16	12	6	34
May	4	2	1	7	3	1	1	5
June	7	3	4	14	10	4	3	17
TOTAL	45	33	9	87	75	31	16	122
*	# of applic	ations is up	o 71% from	2015	 			

One report was tabled again.

HRSA Site Visit Corrections:

Vickie Simmons has revised the Secondary Credentialing Policy and I will be submitting it soon.

Pat Hobbs has completed the renewal of the e Psychiatrist Contract. I will be submitting it with Vickie's policy and Vickie W's MOU's.

Vickie Walden is working on dental Referral MOU's and I suspect she is waiting to hear from the Dentist she sent them to. These will be submitted when completed.

Grants, Compliance and Accreditation

Board Report

September 8, 2016 Lessie Aubrey, Manager

I have completed the cleanup of the Forms 5 A, B, and C as requested. They have been submitted already because they were done as a Change in Scope (CIS) and you submit when you finish it.

I am now ³⁄₄ of the way in adding the Happy Camp Behavioral Health Building to the Scope of Project through a CIS Request. Fiscal will be doing the Fiscal Impact Analysis which is required in the CIS. When this has been completed then I will submit this CIS Request.

I believe that is all that is required to be changed and I think 30 days hasn't expired yet. If we don't have it all completed within 30 days then we have 60 days to complete it.

PROGRAM AT A GLANCE

SUNDAY, OCTOBER 23

7:00 am-6:30 pm	Registration
8:00-9:30 AM	P1 Sampling 101: A Primer for Internal and External Audian
9:30-9:45 AM	P1 Sampling 101: A Primer for Internal and External Audits – Frank D. Cohen, Director of Analytics, Doctors Management LLC Networking Break
<u>9:45-11:15 ам</u>	P2 Art of Performing Risk Assessments - Ali Pabrai, CEO, ecfirst
11:15 ам-12:30 рм	Lunch (on your own)
12:30-2:00 рм	P3 Strategies for Navigating the Burnes and Burling for the transformer state
2:00-2:15 рм	Compliance, Connecticut Children's Medical Center; Michele Rohan, Coding and Compliance Auditor, Connecticut Children's Medical Center; Michele Rohan, Coding and Compliance Auditor, Connecticut Children's Medical Center Networking Break
3:45-4:00 рм	P4 Voluntary Refunds and Internal Investigations: Tips, Tricks and Tripwires – David M. Glaser, Shareholder, Fredrikson & Byron PA Networking Break
4:005:30 рм	P5 HIPAA, HIPAA, HOORAY! (because HIPAA CAN ADD VALUE to your organization!) – Amy Holzman, Founding Partner, JurisHealth, PLLC; Shireen Gandhi, Founding Partner, JurisHealth, PLLC
5:30-6:30 рм	Welcome Reception

MONDAY, OCTOBER 24

7:00 ам-6:00 рм	Registration				
7:00-8:15 ам	Continental Breakfast (provided)				
8:15-8:30 AM	Opening Remarks				
8:30-9:30 AM	General Session: GS1 Update from the Office of Inspector General – Julie K. Taitsman, Chief Medical Officer, US Department of Health and Human Services, Office of the Inspector General				
9:30-10:30 AM	General Session: GS2 The Compliance of Denials Avoidance and Appeals Management Process: Just What is "Medical Necessity"? – Betty B. Bibbins, Founder, CEO & Executive Physician Educator, DocuComp® LLC				
10:30-11:00 AM	Networking Break	& Executive Physician Educator, DocuComp® LLC			
11:00 ам-12:00 рм		102 HR and Compliance: Who's the Lead on Investigations? Try a Partnership! – Elizabeth Skinner, Regional Corporate Responsibility Officer, Florida Hospital Medical Group; Laura Stafford; Laura Stafford;			
12:00-1:00 PM	Networking Lunch (provided)				
1:00-2:00 pm	201 Drug Diversion Enforcement Trends, Investigation, and Prevention – Regina F. Gurvich, Healthcare Compliance, Risk Management and Privacy, RFG Consulting	202 The Role of HIPAA in Your Social Media Guidelines Jennifer Maggiore, CEO, red balloon, inc.			
2:00-2:30 рм	Networking Break				
	301 How to Oversee and Manage an Effective Compliance Program in Your Physician Practice – Leia C. Olsen, Shareholder/Attorney, Hall, Render, Killian, Heath & Lyman P.C.	302 Crash Course in Medical Necessity for E/M Auditors – Stephanie L. Cecchini, VP Product, AAPC.			
:30-4:00 PM	Networking Break				
1:00-5:00 pm	401 Information Security (Infosec) in the Practice Setting — Don't Make It More Difficult Than It Needs to Be! – James A. Donaldson, Chief Compliance, Privacy and Information Security Officer, Baptist Health Care Corporation	402 Your Biggest Offenders Can Become Compliance Champions! – Michele Olivier, Director, Coding and Audit, Pinnacle Healthcare Consulting; Kelly Loya, Managing Director, Pinnacle Enterprise			
:00-6:00 pm	Networking Reception	Risk Consulting, LLC			

TUESDAY, OCTOBER 25

7:30 ам-3:30 рм	Registration				
7:30-8:30 ам	Continental Breakfast (provided)				
8:30-9:30 am	General Session: GS3 Data Security in Clinical Practice - Phillip Bressourd Accessible Defenses (Ad. 1)				
9:30-10:30 ам	General Session: GS4 The Physician Lead Future — Understandir Compliance , Dignity Health	essoud, Associate Professor of Medicine, University of Louisville			
	Compliance , Dignity Health	ig Population Health – Margaret J. Hambleton, VP Corporate			
10:30-11:00 AM	Networking Break				
11:00 ам-12:00 ръ	501 Turning the Physician Auditing Process from The Dark Side to The Force Being With You – Vicki L. Dwyer, Chief Compliance Officer, Valley View Hospital; Nancy C. Kennedy, Chief Compliance & Privacy Officer & Chief Operations Officer, Galichia Medical Group	502 Quality of Care at the End of Life: The Final Compliance Frontier – David N. Hoffman, Chief Compliance Officer, Physician Affiliate Group of New York, P.C.			
12:00-1:00 рм	Networking Lunch (provided)				
1:00-2:00 PM	601 Do the Right Thing!" How to Build a Corporate Compliance Program in a Federally Qualified Health Center" – Robyn M. Hoffmann, Senior Consulting Manager, Xerox at RI EOHHS	602 Keep Your Finger on the Pulse of ICD-10 Unspecified Code Usage-Why Does it Matter? – Kim Schaefer-Garvey, Director of Health Information Management and Revenue Cycle Initiatives, Connecticut Children's Medical Center; Jenifer S. Carey, Manager of Professional Education and Compliance, Connecticut Children's Medical Center			
2:00-2:15 рм	Networking Break	enter			
2:15-3:15 pm	701 Successful Strategies for Physicians From Other Academic Medical Centers – Terri L. Gilbert, Senior Manager, Aegis Compliance & Ethics Center LLP	702 Can't We All Just Get Along? From Private Practice to Employment – Valerie T. Cloud, Assistant Regional Corporate Responsibility Officer, Catholic Health Initiatives.			

Date: 08/24/2016	Statement of Evnen	vnanditi irae	dituras Encumbrancas	se & Annronriations	atione	User: L	User: LAUBREY
Time: 3:39:39PM		KAR KAR	karuk tribe			Page:1	
		For Period En Selecting on DIV fr	For Period Ending 08/31/2016 Selecting on DIV from 300002 to 300002				
ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
3000-02-7010.00 DHHS DIRECTOR	87 060 AD	9 101 26	77 001 00				
3000-02-7020.00	04'000'40	04.30	10,100,11			9,986,60	88.53
GERA COORDINATOR - CQI	61,162.00	2,449.94	48,878.42			12,283.58	79.92
500-02-7 101.00 F/B - FICA/MEDICARE	11,339.62	397.48	9,098.31			2,241.31	80.23
3000-02-7102.00 F/B - SUTA	REA DD		868 00				100.00
3000-02-7103.00	0000		00.000				00.001
F/B - WORKERS COMP	2,638.50		2,125.01			513.49	80.54
3000-02-7105.00		:					
F/B - RETIREMENT 3000-03-7300 00	7,411.52	862.12	6,171.43			1,240.09	83.27
TRAVEL	13,000.00	231.15	9,847.63			3.152.37	75.75
3000-02-7301.01				·			
VEHICLE EXP - MILEAGE	1,500.00	115.09	1,028.54			471.46	68.57
3000-02-7500.00							
SUPPLIES 3000-02-7500-02	2,000.00	6.00	574.61	133.91	133.91	1,291.48	35.43
MEETING SUPPLIES	150.00					150.00	
3000-02-7506.00		•					
COMPUTER - FAX SUPPLIES	1,000.00		72.55			927.45	7.26
3000-02-7601.05		÷					
EMPLOYEE HEALTH INSURANCE 3000-02-7605.00	12,445.49	312.17	12,004.64			440.85	96.46
PROFESSIONAL FEES/DUES	500.00		155 00			345.00	31 00
3000-02-7607.10							
CELL PHONE	750.00		480.48			269.52	64.06
IDC	74.115.00		51.704.00			22 411 DD	69 76
Totais for : 300002 (CQI)	275,948.53	7,558.31	220,090.42	133.91	133.91	55,724.20	79.81
							(
Report totals	275,948.53	7,558.31	220,090.42	133.91	133.91	55,724.20	19.81

Percentage fou 10 months is 3390 - We are under budget

Over all -

CEO Report Health Board Open Session 8 September, 2016

Project Title: Action Items

- 1. For Signature
 - a. Youth Regional Treatment Center Ballot
 - Creation of a steering committee to serve on CAIHS for the treatment center.
 - Ballot to adopt composition for Tribal Advisory Committee
 - 4 reps or 8 reps or temp 4 with perm up to 8 to be determined at Annual Tribal Consultation in March 2017
 - My recommendation is the 3rd option
 - b. Procurement for autoclave for Yreka
 - c. Services Agreement with Partnership -#16-A-085- Telehealth Program Coordination Grant Services Agreement
- 2. For Approval
 - a. Health Program Billing Policies
 - b. Job Descriptions
 - PT MA- Yreka
 - PT Medical Reception Yreka
 - c. Requested Changes for HHS Finance Policy and Procedures

Updates

- 1. HIV Grant
 - We have been awarded 8,500 by CHRIB for an HIV needs assessment Grant. I mentioned this last month, essentially we involve the youth to do a survey – CHRIB provides education on how to extrapolate data etc. Josh Stanshaw is the contact for this project.
- 2. Yreka Clinic update from last month
- 3. Yreka Clinic Signage
- 4. Succession Planning

Page 1 of 2

- a. SP document
- b. Potential partnership with GGU
- c. Vaccinations
- 5. Dental Update
- 6. RPMS update
- 7. Staffing update
 - a. Sandra Dodson
 - b. Nasrin Ashouian

Yootva.

Respectfully Submitted,

or A lova

Kori D. Novak, PhD, MBA CEO- Health & Human Services

Executive succession planning is a structured process to ensure leadership continuity in key positions and to retain and develop knowledge capital and relationships for the future. The process ranges from-identifying and developing specific candidates to fill the executive positions, to-developing a talent pool with capacity to be effective leaders in any number of key positions in an organization, including leadership and staff.

Effective succession planning increases the likelihood that an HHS organization will have the strong leadership required to increase its service capacity, program effectiveness, and long-term stability and sustainability. Succession planning can take on different forms and be completed for various situations. Three scenarios, in particular, are recommended for all organizations, and are defined in this toolkit:

- *Emergency Succession Planning* A process that is in place in the event an executive suddenly departs either permanently or for an extended period of time (i.e., longer than three months).
- **Departure-Defined Succession Planning** A process that is in place for a future planned retirement or permanent departure of an executive.

• *Strategic Leader Development* – A process that promotes ongoing leadership development for talent within the organization.

Succession Planning Objectives

- 1. understand the value and urgency of creating and implementing succession planning for today's HHS environment;
- 2. apply a 6- Step process for succession planning that encourages diversity in the workforce;
- 3. create a communication plan for your process so that your employees are engaged rather than defensive about or disinterested in the process.

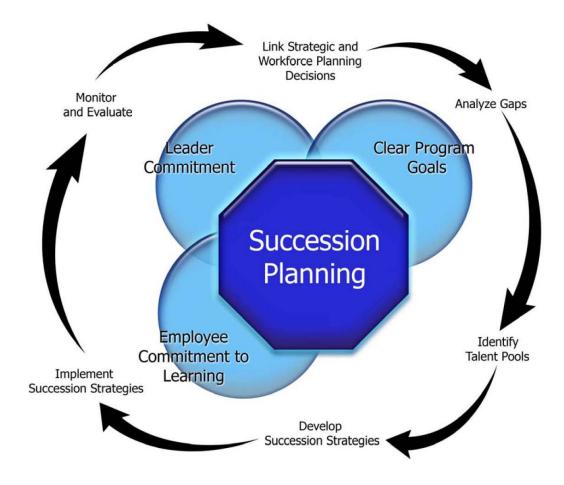
What is Succession Planning?

Strategic succession planning is a critical step to ensuring leadership continuity and mitigating unnecessary leadership risk. It is a *well-thought-out talent development plan* that:

- 1. engages employees in their ongoing learning and development;
- 2. incorporates a proactive recruitment philosophy to attract and retain top talent;
- 3. promotes a learning culture; and,
- 4. fosters learning and advancement of individuals, teams and the organization to fulfill on current and potential strategic visions while taking advantage of unanticipated challenges and opportunities.

What Succession Planning is NOT

- 1. Strategic succession planning is not a recruitment event. A recruitment philosophy is integral to SSP, yet is not to be considered the entire succession plan
- 2. a council search committee formed to conduct an internal and/or external leadership search;
- 3. a conversation about potential new leadership competencies
- 4. performance review of current leadership;
- 5. an executive retirement plan.



Plan components Checklist

- $\checkmark\,$ Skills/ experiences needed to do the job now, and two years from now
- ✓ Strength of current candidate pool
- ✓ Reasons employees might not be available for this role
- ✓ Number of people who could be job-ready now
- ✓ Number of people who could be job-ready in the future
- ✓ Performance and potential assessment of current candidates
- ✓ Development opportunities to be made available to ensure readiness
- ✓ Gaps in plan (areas where it is likely external recruitment will be needed)



Current Talent Pool					
Name	Strengths	Needs: Skills, Experience, Development	When Job- Ready		
From My Department					
From Other Departmente// eactions					
From Other Departments/Locations					
External Candidates					

Future Talent Pool					
Name	Strengths	Needs: Skills, Experience, Development	When Job- Ready		
From My Department					
From Other Departments/Locations					
FIOIT Other Departments/Locations					
External Candidates					

Planning Dos and Don'ts

Dos

- Develop a strategy and stick to it
- Write it down
- Don't wait
- Complete it as a team
- Communicate it's purpose and link it to your vision
- Think of "talent alternatives" not "entitlement promotions"
- Consider talent across departments, functional lines and geographic boundaries

Don'ts

- Think that you won't need one
- Assume individuals will buy into your
 - development plans for them
- Offer future position guarantees or create attitudes of "entitlement"
- Focus on "high potentials" only
- Focus on "recruiting externally"
- Communicate to leaders and employees ONCE and expect all to remember
- Rank leaders against each other

<u>RPMS</u> <u>Karuk Tribal Health and Human Services Program</u> <u>Health Board Meeting-Yreka, CA</u> <u>September 8, 2016</u> <u>Patricia White, RPMS Site Manager</u>



Workload reports

Below is the July 2016 Operations Summary and Tribal Statistics. In July there were 1,789 ambulatory visits/encounters in all locations. This was a decrease of 8 visits from June 2016. Happy Camp was up by 85 visits, Orleans was down by 22 visits, and Yreka was up down by 71 visits. Medical was up by 88 visits, Dental was down by 2 visits, AOD was down by 61 visits, and other Mental Health was down by 25 visits. 665 of these visits were for Native American patients (38%).

Robert Super asked about the visit averages at the last Health Board Meeting. I ran full year reports for 2015 to analyze visit averages to compare to 2016. In 2015 the average visits per month were 1,974. In 2016 the average for the first 7 months is 1,905 visits per month which is a little low compared to 2015. We had three months in 2016 that were above average and four that fell below the average. Medical was at 98% of the average, Dental at 75%, AOD at 128%, and other Mental Health was at 62% of the 2015 numbers.

Activities / Meetings / Conference Calls / Training August 2016

- 08/02-CEO Conference call
- 08/12-Health Board Meeting Yreka, CA
- 08/24-Health Information Meeting, Conference Call
- 08/29-OIT Office Hours : EHR v1.1 Patch 19
- 08/31-OIT Office Hours : EHR v1.1 Patch 19 Repeat

Projects /Tasks

- **CAIR** California Immunization Registry- I have been assisting Amy in configuring and testing RPMS for the set-up for bi-directional interface with CAIR. This will allow for any immunization data in our program (with patient permission) to file into the state registry and information that is in the state registry to file into our immunization package. At this time configurations have been set up in RPMS and tests have been sent. We have some returned with errors that need to be resolved before we can go live at all locations.
- <u>EHR Patch 19</u> This enhancement was released nationally on 8/30/16. I am scheduling with IHS for the install. The patch will focus on decluttering problem display, ease management of problems, improve POV management and prompt for laterality. There will be a new tabular design for the problem list which can be customized by users to set up default views. The install will require programs to be run when users are off the system. I will coordinate for an evening install. Amy is sending out a tutorial to the providers on the changes.

<u>RPMS Budget (3000-75):</u> August 2016

Program Year	Total Budget	Expenses year to	Unencumbered	Percent Used
2015-2016	\$234,558.49	date \$192,662.15	Balance \$41,470.84	82.32%

Respectfully Submitted,

Patricia C White RPMS Site Manager

OPERATIONS SUMMARY FOR KARUK TRB HP Service Unit FOR JUL 2016 Prepared for September 8, 2016 Health Board Meeting, Orleans, CA 96039

(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 19,964 (+3.6) living patients registered at this SU. This number does not represent the 'Active User Population' which is found elsewhere in PCC Reports. There were 67 (-2.9) new patients, 2 (**) births, and 1 (-50.0) death(s) during this period. Data is based on the Patient Registration File.

THIRD PARTY ELIGIBILITY

There were 3,042 (+0.2) patients enrolled in Medicare Part A and 2,880 (-0.2) patients enrolled in Part B at the end of this time period.

There were 187 (+19.9) patients enrolled in Medicare Part D.

There were also 7,905 (+3.4) patients enrolled in Medicaid and 7,125 (+3.3) patients with an active private insurance policy as of that date.

CONTRACT HEALTH SERVICES

Total CHS expenditures (obligations adjusted by payments) for this period were 49,646.12 (+26.1). The number and dollar amount of authorizations by type were:

57 -	DENTAL	5	4510
64 -	NON-HOSPITAL SERVICE	955	45136.12

DIRECT INPATIENT

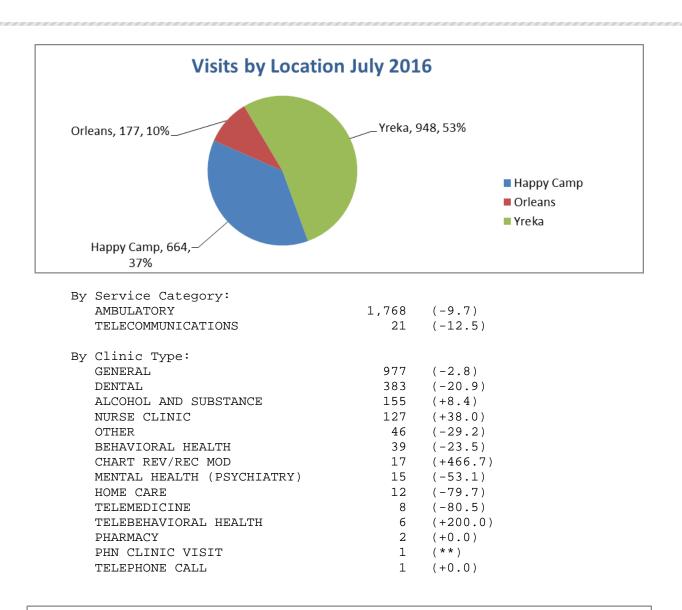
[NO DIRECT INPATIENT DATA TO REPORT]

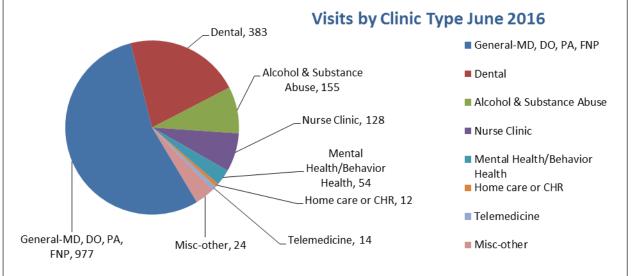
AMBULATORY CARE VISITS

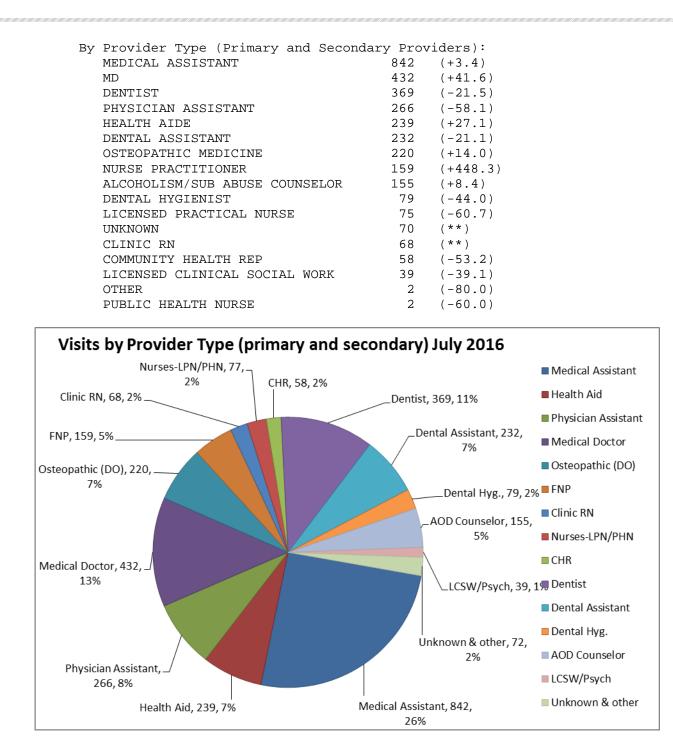
There were a total of 1,789 ambulatory visits (-9.7) during the period for all visit types except CHS.

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.

Ву	Type:		
	TRIBE-638 PROGRAM	1,789	(-9.7)
Ву	Location:		
	YREKA	948	(-12.5)
	KARUK COMMUNITY HEALTH CLINIC	664	(-17.1)
	ORLEANS	177	(+82.5)







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:

 Other specified counseling Essential (primary) hypertension Other chronic pain Type 2 diabetes mellitus without of Encounter for dental exam and cleat Low back pain 	an 85 82	(**) (**) (**) (**) (**) (**)
7). DENTAL EXAMINATION	81	(-83.5)
8). Encounter for other specified spec9). Encounter for immunization	ci 58 48	(**) (**)
10). Long term (current) use of anticoa	ag 46	(**)

4

CHART REVIEWS

There were 1,027 (-11.5) chart reviews performed during this time period.

INJURIES

There were 93 visits for injuries (-36.7) reported during this period. Of these, 29 were new injuries (-45.3). The five leading causes were: 1). Caught, crush, jammed, or pinched b 2 (**) 2). Other fall on same level, initial e 1 (**) 3). Contact with scissors, initial enco 1 (**) 4). Discharge of firework, initial enco 1 (**) 5). Bitten by dog, initial encounter 1 (**)

EMERGENCY ROOM

[NO EMERGENCY ROOM VISITS TO REPORT]

DENTAL

There were 286 patients (-26.3) seen for Denta	l Care.	They accounted for 383 visits
(-20.9). The seven leading service categories	were:	
1). PATIENT REVISIT	275	(-26.3)
2). HYPERTENSION SCREENING	176	(-19.3)
3). LOCAL ANESTHESIA IN CONJUNCTION WIT	118	(-7.1)
4). INTRAORAL - PERIAPICAL FIRST RADIOG	99	(-12.4)
5). FIRST VISIT OF FISCAL YEAR	82	(-1.2)
6). LIMITED ORAL EVALUATION - PROBLEM F	81	(+113.2)
7). PREVENTIVE PLAN AND INSTRUCTION	80	(-39.8)

IN-HOSPITAL VISITS

[NO IN-HOSPITAL VISITS TO REPORT]

PHARMACY

There were 1,714 new prescriptions (-13.9) and 0 refills (**) during this period.

Tribal Statistics July 2016

	Registered Indian Patients June	Indian Patients Receiving Services June	APC Visits by Indian Patients June
Karuk	2124	394	373
Descendants residing in CA	1915	192	179
All other Tribes	2270	119	113
Total	6306	705	665

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

Action Items:

No Action Items

General Updates and Information:

The Child and Family Services department is sponsoring a training on Historical Trauma in Happy Camp on 9/20/2016. Our clinical staff members will also receiving training on treatment planning and interventions with the trainer on 9/21/2016. This training is available through funds from the Administration for Children and Families TANF Child Welfare Grant.

The Department also supported Native Hope Suicide and Drug Prevention Conference for Youth in partnership with the TANF Program.

Child Welfare Services:

With board approval we are in the process of purchasing a case management system that will streamline and significantly improve the department's tracking and ability to provide over site in the Child Welfare Program.

Ms. Barbara Risling has joined our Yreka office in the position of Child Welfare Social Worker assistant.

Graciela Haas is conducting a community event for the purpose of identifying community members who want to become foster and/or adoption homes. The event will be included in the Orleans Community on 9/24/2016.

Substance Abuse Program

The Substance Abuse counselor position in Happy Camp remains open. Angela Baxter and Cheryl Bearchild are both continuing with groups and individual treatment in Happy Camp and Orleans. We have reached an agreement on sharing of staff with the TANF program which will improve services in Orleans.

Mental Health

Staff is providing services in all three major communities within our service area. We have significantly reduced the number of community members who are waiting for treatment in our department and increased the number of individuals being served. In August the number of individuals receiving mental health services almost doubled.

Administration for Children and Families Tribal TANF Child Welfare Coordination Grant

Requested grant modification to allow for the purchase of a case management system.

Respectfully submitted,

AMh, usid

Patricia Hobbs LCSW Director – Child and Family Services

******** CONFIDENTIAL PATIENT INFORMATION ******** AUG 31, 2016Page 1 ΡH ACTIVITY REPORT FOR ALL PROGRAMS (MH, SS, CD, OTHER) PROGRAM RECORD DATES: AUG 01, 2016 TO AUG 31, 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 (ALCOHO			SELOR)	2
12-ASSESSMENT/EVALUATION-PATI	3	4.0	3	3
13-INDIVIDUAL TREATMENT/COUNS	6	4.8	4	6
28-DISCHARGE PLANNING-PATIENT	7 3	1.8	7 3	7 3
31-CASE MANAGEMENT-PATIENT NO 91-group treatment	3 34	0.8 10.0	26	34
91-GROUP TREATMENT	34			
PROVIDER TOTAL:	53	21.3	43	53
PROVIDER: BEARCHILD, CHERYL R (ALC	OHOLISM/S			-
12-ASSESSMENT/EVALUATION-PATI		2.0	2	2
13-INDIVIDUAL TREATMENT/COUNS	8	6.0	5	8
31-CASE MANAGEMENT-PATIENT NO	5	2.1	4	5
91-GROUP TREATMENT	41	13.7	23	41
PROVIDER TOTAL:	56	23.8	34	56
PROVIDER: HAYES, CINDY MARIE (MEDI	CAL ASSTS	ТАИТ)		
99-INDIVIDUAL BH EHR VISIT	2.	0.0	2	2
PROVIDER TOTAL:	2	0.0	2	2
PROVIDER: HOBBS, PATRICIA (LICENSE	DCLINICA	L SOCIAL WO) RK)	
11-SCREENING-PATIENT PRESENT	2	0.4	2	2
12-ASSESSMENT/EVALUATION-PATI	4	4.8	3	4
13-INDIVIDUAL TREATMENT/COUNS	6	6.8	4	6
30-FOLLOWUP/FOLLOWTHROUGH-PAT	1	0.3	1	1
31-CASE MANAGEMENT-PATIENT NO	1	0.5	1	1
56-RECORDS/DOCUMENTATION	69	6.9	62	69
99-INDIVIDUAL BH EHR VISIT	1	0.0	1	1
	======	======	======	======
PROVIDER TOTAL:	84	19.6	74	84
PROVIDER: JANKE, PAUL (ALCOHOLISM/	SUB ABUSE	COUNSELOR)	
12-ASSESSMENT/EVALUATION-PATI	1	1.0	1	1
13-INDIVIDUAL TREATMENT/COUNS	6	2.5	3	6
91-group treatment	80	16.7	15	80
PROVIDER TOTAL:	====== 87	20.2	=======================================	87
	N ACCTOMA			
PROVIDER: KINNEY,BENTON (PHYSICIA 99-INDIVIDUAL BH EHR VISIT	IN ASSISTA 18	0.0	18	18
AA-IMPIAIDAAT BU FUK AIDII.		0.0	. –	
PROVIDER TOTAL:	18	0.0	18	18

PROVIDER:	LYONS, BON	INIE	(MEDICAL	ASSISTANT)			
	VIDUAL BH			6	0.0	6	6
_				=======		======	======
PROVIDER T	OTAL:			6	0.0	6	6

******** CONFIDENTIAL PATIENT INFORMATION ******** AUG 31, 2016Page 2 ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM RECORD DATES: AUG 01, 2016 TO AUG 31, 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: WALTER, KAREENA (LICENSED 12-ASSESSMENT/EVALUATION-PATI 13-INDIVIDUAL TREATMENT/COUNS 15-INFORMATION AND/ OR REFERR 35-COLLABORATION 56-RECORDS/DOCUMENTATION	CLINICAL 3 12 1 4 5	SOCIAL WO 4.1 13.6 0.0 2.6 0.7	3 9 1 4 5	3 12 1 4 5
PROVIDER TOTAL:	25	21.0	22	25
PROVIDER: WEST,SHARON (MEDICAL ASS 99-INDIVIDUAL BH EHR VISIT	ISTANT) 1 =======	0.0	1	1
PROVIDER TOTAL:	1	0.0	1	1
FACILITY TOTAL:	332 ·	105.8	====== 219	====== 332
FACILITY: ORLEANS PROVIDER: KANE,ELLA IRENE (MENTAL 12-ASSESSMENT/EVALUATION-PATI 56-RECORDS/DOCUMENTATION	HEALTH TEG 2 20	CHNICIAN) 2.0 4.5	2 20	220
PROVIDER TOTAL:	22	6.5	22	22
PROVIDER: KINNEY,BENTON (PHYSICIAN 99-INDIVIDUAL BH EHR VISIT	ASSISTAN 1	0.0	1	1
PROVIDER TOTAL:	1	0.0	1	1
FACILITY TOTAL:	23	6.5	23	23
FACILITY: KARUK COMMUNITY HEALTH CLIN PROVIDER: BAXTER,ANGELA V (ALCOHOL 13-INDIVIDUAL TREATMENT/COUNS 91-GROUP TREATMENT		0.5 1.0	ELOR) 1 2	1 3
PROVIDER TOTAL:	4	1.5	3	4
PROVIDER: BEARCHILD,CHERYL R (ALCO 12-ASSESSMENT/EVALUATION-PATI 91-GROUP TREATMENT	DHOLISM/SU 1 14	1.3 7.5	1 6 ======	1 14 ======
PROVIDER TOTAL:	15	8.8	7	15
PROVIDER: HOBBS,PATRICIA (LICENSED 21-FOLLOWTHROUGH/FOLLOWUP-PAT 44-SCREENING-PT NOT PRESENT) CLINICAL 2 2	SOCIAL WO 0.2 0.3	DRK) 2 2	2 2

 $_{\rm PH}$

56-RECORDS/DOCUMENTATION	9	0.8	8	9
				======
PROVIDER TOTAL:	13	1.3	12	13

******** CONFIDENTIAL PATIENT INFORMATION ********* AUG 31, 2016Page 3 ACTIVITY REPORT FOR ALL PROGRAMS (MH,SS,CD,OTHER) PROGRAM RECORD DATES: AUG 01, 2016 TO AUG 31, 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: RIGBY, KEITH (MENTAL HEA 12-ASSESSMENT/EVALUATION-PATI 13-INDIVIDUAL TREATMENT/COUNS 62-PATIENT CONSULTATION (CHAR	LTH TECHNI 8 2 1 ====== 11	CIAN) 12.3 3.3 0.3 ====== 15.8	4 2 1 ======	8 2 1 ==================================
	PROVIDER TOTAL: PROVIDER: WALTER, KAREENA (LICENSE)			ORK)	1 1
	13-INDIVIDUAL TREATMENT/COUNS 35-COLLABORATION 56-RECORDS/DOCUMENTATION	13 1 3	15.1 1.0 0.1	10 1 3	13 1 3
	PROVIDER TOTAL:	======= 17	16.1	=======================================	====== 17
	FACILITY TOTAL:	====== 60	43.5	43	====== 60
SU	TOTAL:	====== 415	155.7	====== 285	======= 415
AREA	TOTAL:	====== 415	155.7	====== 285	====== 415

RUN TIME (H.M.S): 0.0.0

PH

Health Board Report 8 September 2016 Joshua Stanshaw: Project Manager

Informational

Project: Yreka Clinic HVAC

Summary: The HVAC for the Yreka Clinic is in need of replacement. The current system lacks adequate controls to prevent hot and cold spots within the building. This project has changed scope from repair to replace. Dr. Novak has encumbered sufficient funds in the coming fiscal year to replace the Yreka HVAC system. Fred Burcell was very helpful in reviewing the current system and developing short term, patch solutions. After a review of these patch solutions it was determined the funds are better spent in a full replacement. Ensuring our HVAC system is capable of meeting the needs of the building is critical; especially during the fire season when air quality becomes a huge problem.

Project: HIPAA

Summary: I am currently, under the direction of Dr. Novak, working to develop additional HIPAA training for all health personnel. This training will consist of a PowerPoint presentation designed to provide enough information to help staff understand the regulations and requirements but not be overwhelming with technical details. The training will focus mostly on the Privacy Rule. The Security Rule is largely managed by the IT department and Patti White in particular. The focus on the Privacy Rule is to ensure that staff understands what consists of PHI, proper disclosures of PHI and repercussions of impermissible disclosures. This project will dovetail nicely with the annual security risk analysis that is required for attestation of meaningful use.

Respectfully,

Joshua Stanshaw