

VERSION 1.0
September 16, 2020



BOARD OF DIRECTORS MEETING

SEPTEMBER 16, 2020

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

KATHLEEN CHAMBERLAIN, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR



Superstition Fire & Medical District

Board of Directors Meeting Agenda

September 16, 2020

Mission Statement

Preserve Life ~ Protect Property ~ Add Value to *OUR* Community

The Board will hold a meeting on Wednesday, September 16, 2020. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

- 1. Review and approval of the August 2020 financial reports and bank reconciliations. (BOD #2020-09-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-09-02)**
- 3. Call to the Public. (BOD #2020-09-N/A)**

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
- 4. Consideration and possible approval of all consent agenda items listed below (BOD #2020-09-03):**
 - A. Board Meeting Minutes from August 19, 2020
 - B. Portable Radios Purchase
 - C. Mobile Radios Purchase
 - D. Clean Cab Seats Purchase
 - E. "NO SMOKE" Diesel Filtration System Purchase
- 5. Discussion and possible approval of the new Master Services Agreement dated September 16, 2020 between Superstition Fire & Medical District and Advanced Data Processing, Inc (R1). (BOD #2020-09-04)**

- 6. Discussion, presentation and possible approval of the Professional Services Agreement between Superstition Fire & Medical District and Ralph Andersen & Associates for executive search services for the position of Fire Chief. (BOD #2020-09-05)**
- 7. Discussion and presentation of revised Policies 1041: Military Leave and 1008 Tuition Reimbursement brought for review at the September 16, 2020 Board Meeting for final approval at the October 21, 2020 Board Meeting. (BOD #2020-09-06)**
- 8. Discussion , presentation and possible approval of the 2020/2021 Operational Plan and possible adoption of Resolution #2020-09-16-11. (BOD #2020-09-07)**
- 9. Reports. (BOD #2020-09-08)**
 - Senior Leadership Team (SLT):**
 - Fire Chief Mike Farber**
 - Assistant Chief Richard Mooney, Planning Safety & Transportation**
 - Assistant Chief Richard Ochs, Fire Prevention & Logistics**
 - Acting Assistant Chief Jeff Cranmer, Emergency Services Operations**
 - Administrative Services Director Anna Butel**
 - Finance Director Roger Wood**
 - Captain John Walka**
 - Transportation Services Manager Billy Warren**
- 10. Possible vote to go in to Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief’s performance evaluation and ARS §38-431.03(A)(3) for legal advice. (BOD #2020-09-09)**
- 11. Discussion and possible action regarding the Fire Chief Performance Evaluation (BOD #2020-09-10)**
- 12. New Business / Future Agenda Items. (BOD #2020-09-11)**
- 13. Announcements (BOD #2020-09-N/A)**
- 14. Adjourn (BOD #2020-09-12)**

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).
One or more members of the Governing Board may attend the meeting telephonically.
Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: September 15, 2020
At: 0900 Hours
By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.

Governing Board Meeting – September 16, 2020

Agenda Item: 1

BOD#: 2020-09-01

Agenda Item Title

Review and approval of the August 2020 financial reports and bank reconciliations.

Submitted By

Finance Director Roger Wood

Background/Discussion

The District's accounting department staff prepares the monthly financial reports. The District's annual budget, which is adopted by the Board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the Board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

1. Cash Flow – All Governmental Funds.

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the District's Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

"Motion to approve the August 2020 financial reports and bank reconciliations."



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Superstition Fire & Medical District
Governing Board Acceptance of Fire District's
Financial Statements and Bank Reconciliations

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **August 2020**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Special Projects (400) Fund
 - e. Debt Principle (500) Fund
 - f. Debt Interest (600) Fund

Todd House, Board Chair

Date



August 2020

Governing Board Meeting – September 16, 2020

Agenda Item: 2

BOD#: 2020-09-02

Agenda Item Title

Recognition of employee performance, achievements, and special recognition for community members.

Submitted By

Fire Chief Mike Farber

Assistant Chief Rick Ochs

Background/Discussion

This is a recurring monthly item to provide the Board with information concerning superior employee performance, achievements, and special recognition for community members.

PROMOTIONS / OFFICIAL PINNING:

Captain/Paramedic Ryan Ledbetter

Captain Bryan Heun

Engineer/Paramedic Jay Nelson

Engineer/Paramedic Colt Weddell

Engineer/Paramedic Jason Chapman

Engineer Casey Schreiner

Historical Information

September Service Anniversaries

35 Years of Service: Fire Chief **Mike Farber**

29 Years of Service: Assistant Chief **Rick Ochs**

28 Years of Service: BSO / Captain / Paramedic **Mike Paul**

22 Years of Service: Firefighter **Nat Erickson**

Firefighter **Shorty Johnston**

Assistant Chief **Rich Mooney**

Engineer **Jose Sepulveda**

20 Years of Service: Engineer **John Taylor**



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18 Years of Service: Engineer **Jim Crowley**
Captain **Craig Halver**
Engineer **Aaron McDonald**

15 Years of Service: Engineer **Tanner Fox**
Engineer **Rob McMinn**
Firefighter **Randy VandeKrol**

14 Years of Service: Firefighter **Eric Ellsworth**
Captain **Dustin Farber**
Firefighter **Ken Simkins**

3 Years of Service: EMT **Jack Hafer**
Firefighter **Trenton McMinn**
Firefighter **Zachary Leon**

2 Years of Service: Firefighter **Travis Yates**



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Governing Board Meeting – September 16, 2020

Agenda Item: 3

BOD#: 2020-09-n/a

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(H)

A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda.

However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Background / Discussion

Call to the Public is provided so citizens may address the public body (Governing Board) with matters concerning the fire district. Arizona public meeting law provides that the public body may discuss, consider, or decide only matters listed on the agenda and other matters related thereto. Since the public body will generally not know what specific matters may be raised at call to the public, they will be unable to act until the matter is placed on a subsequent meeting agenda (at the Board’s discretion). The Board may also direct staff to follow up on the issue with the citizen.

Scheduled

None



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Governing Board Meeting – September 16, 2020

Agenda Item: 4

BOD#: 2020-09-03

Agenda Item Title

Consideration and possible approval of all consent agenda items as listed below:

- A. Board Meeting Minutes from August 19, 2020 – **Appendix A**
- B. Portable Radios Purchase - **Appendix B**
- C. Mobile Radios Purchase - **Appendix C**
- D. Clean Cab Seats Purchase - **Appendix D**
- E. “NO SMOKE” Diesel Filtration System Purchase - **Appendix E**

Background/Discussion

The consent agenda allows the Board of Directors (BOD) to consider contracts, purchases, and other routine administrative matters having authorized funding within the current fiscal year budget as a single decision. Items may be withdrawn from the consent agenda and discussed separately upon request by any member of the BOD or staff. Information for each consent agenda item and corresponding supporting document is within the packet.

Recommended Motion

“Motion to approve the consent agenda items for September 16, 2020.”



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Governing Board Meeting – September 16th, 2020

Agenda Item: #5

BOD#: 2020-09-04

Agenda Item Title

Discussion, presentation and possible approval of the new Master Services Agreement dated September 16, 2020 between Superstition Fire and Medical District, and Advanced Data Processing, Inc (R1).

Submitted By

Transportation Services Manager Billy Warren

Finance Director Roger Wood

Fire Chief Mike Farber

Background/Discussion

SFMD's current contract with R1 is an addendum to the contract between the City of Yuma and R1. This approach was taken to keep up with the rapid pace of launching the new Transportation Services Division in the fall of 2015. The current contract is set to expire on September 16th, 2020.

SFMD has worked collaboratively with R1's staff, R1's legal, and SFMD's legal to create a standalone contract that will secure our rate of 4.8% for five years. This new contract clearly outlines the expectations and responsibilities between SFMD and R1 to ensure the district is receiving the best service possible. Staff recommends that the Board of Directors approve the new contract between SFMD and R1 effective September 16th, 2020.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s) (all requiring signatures)

Master Services Agreement dated September 16, 2020 between Superstition Fire and Medical District, and Advanced Data Processing, Inc (R1).

Recommended Motion

"Motion to approve the new Master Services Agreement dated September 16, 2020 between Superstition Fire and Medical District, and Advanced Data Processing, Inc (R1)."



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MASTER SERVICES AGREEMENT

This Master Services Agreement (this “MSA”) is dated September 16, 2020 (the “Effective Date”) between Superstition Fire and Medical District, a political subdivision of the State of Arizona, on behalf of itself and its affiliates and subsidiaries (collectively, “Client”) and Advanced Data Processing, Inc., a Delaware corporation and subsidiary of ADPI RCM Inc. (“ADPI”).

ARTICLE I SERVICES

1.1 Services. ADPI will provide to Client certain Ambulance Billing and Related Professional Services (“Services”) described in the statement of work “SOW” attached as Exhibit A. The SOW shall further describe the term, applicable Fees (as defined in Section 5.1), any specific ADPI Technology (as defined in Section 2.1) utilized, and any additional terms and conditions. Upon execution, the SOW shall become a part of this MSA. Services shall be performed by ADPI in a professional and workmanlike manner.

1.2 Changes to Statements of Work. The parties may modify the Services through an updated SOW reflecting such modifications and any resulting changes in Fees. Such updated SOW shall be executed by the parties and made a part of the MSA.

ARTICLE II TECHNOLOGY

2.1 License. Subject to the terms and conditions of this MSA, ADPI grants Client a limited, revocable, non-exclusive, non-transferable right and license to use during the Term any ADPI Technology made available as part of the Services solely for Client’s internal business purposes. “ADPI Technology” means the proprietary software applications, including source code, APIs (application programming interfaces), automated functionality, portals, design, data structures, services, objects and any documentation, reports or other materials or business methods used in providing the Services. ADPI Technology also includes updates or changes to the ADPI Technology.

2.2 Access; Monitoring. If applicable, authorized users of Client (“Client Users”) may be granted access to ADPI Technology solely through the use of Access Credentials. “Access Credentials” means any unique

user identification and password combination or other security code, method, or device used to verify a Client User’s identity and authorization to access and use ADPI Technology. Access Credentials will be deemed Confidential Information (as defined below) of both parties. ADPI may review, monitor and record Client’s use of ADPI Technology to the extent permitted by law.

2.3 Limitations. Client shall not, and shall not permit any other person or entity to, access or use ADPI Technology, except as expressly permitted by this MSA. For purposes of clarity, Client shall not: (a) copy, modify or create derivative works or improvements of ADPI Technology or any part thereof; (b) sell, sublicense, assign, publish or otherwise make available ADPI Technology to any third party; (c) reverse engineer, disassemble, decompile or otherwise attempt to derive any ADPI Technology source code; or (d) input, upload, transmit or otherwise provide any unlawful or injurious information or materials, including any virus, worm, malware or other malicious computer code.

2.4 Suspension or Termination of Access. ADPI may suspend, terminate or otherwise deny Client or any Client User access to or use of all or any part of the ADPI Technology, without any resulting obligation or liability, if: (a) a suspension or termination is necessary to comply with any legal obligation; or (b) ADPI believes, in its reasonable discretion, that Client or any Client User (i) has failed to comply with any material term of this MSA or any SOW (including any failure to pay Fees) or (ii) accessed or used ADPI Technology for any purpose that is not permitted under this MSA. This Section 2.4 does not limit any of ADPI’s other rights or remedies, whether at law or in equity.

ARTICLE III CLIENT OBLIGATIONS

3.1 Client Systems; Access. Client shall maintain Client’s information technology infrastructure (“Client Systems”) that impact ADPI’s ability to provide Services to Client. Client shall provide all ADPI personnel or ADPI Service Providers (as defined below) with access to Client Systems and, if applicable, Client’s premises, as reasonably required for ADPI to perform the Services.

3.2 Client Data and Information. Client shall supply ADPI with all data and information required by ADPI to perform the Services. To the extent applicable, Client shall secure ADPI’s access to Client’s patient accounting

system for use in connection with the Services. Client shall further obtain all patient authorizations and other consents required to provide ADPI with access to patient records or to enable ADPI to communicate with third party payers on Client's behalf. Client acknowledges that ADPI's performance of the Services depends on Client's timely, accurate and effective performance of all of its responsibilities under this MSA and SOWs, and Client further acknowledges and agrees that its failure to satisfy any such responsibilities may prevent or delay ADPI's performance of the Services which may result in modifications to a SOW and an adjustment of the Fees.

3.3 Notification of Investigation. Client shall notify ADPI in writing within ten (10) days following knowledge of an investigation by a government agency or contractor, e.g., intermediary or QIO, where the subject of the investigation involves any aspect of the Services.

3.4 Protection of Access Credentials. Client shall: (a) keep the Client User directory current to reflect any changes and shall notify ADPI as soon as practicable in the event a Client User leaves Client's employment or engagement; and (b) immediately notify ADPI of any breach or unauthorized use of any Access Credentials or any other known or suspected breach of security, including, but not limited to, any loss or theft of a device on which a Client User has access to ADPI Technology.

ARTICLE IV **CONFIDENTIALITY**

4.1 Confidential Information. In connection with this MSA and the SOWs, certain confidential and proprietary information regarding either Client or ADPI (such party, as applicable, the "Disclosing Party") may be disclosed to the other party (such party, as applicable, the "Receiving Party"). All information identified by the Disclosing Party as proprietary or confidential, or that is of a nature that it should reasonably be considered as proprietary, trade secret or confidential, including, without limitation, information regarding the business, operations, finances, know-how, research, development, products, algorithms, technology, business plans or models, business processes, techniques, customers, computer systems and programs, intellectual property or strategies of the Disclosing Party shall be considered "Confidential Information". The parties agree that the terms of this MSA, any SOW and any exhibits or schedules are Confidential Information.

Confidential Information does not include protected health information ("PHI"). The definition, management and protection of PHI is specifically set forth in the BAA, attached as Exhibit B.

Confidential Information shall not include information that the Receiving Party can demonstrate (i) was, at the time of its disclosure, or thereafter becomes, part of the public domain through no fault of the Receiving Party, (ii) was known to the Receiving Party at the time of its disclosure from a source other than the Disclosing Party, (iii) is subsequently obtained from a third party not under a confidentiality obligation to the Disclosing Party, (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to any such Confidential Information, (v) is required to be disclosed pursuant to the Arizona Open Meetings Law, or (vi) is required to be disclosed pursuant to subpoena, court order, or government authority, provided that the Receiving Party has provided the Disclosing Party with sufficient prior written notice of such requirement, if possible, to enable the Disclosing Party to seek to prevent such disclosure and allows the Disclosing Party to participate in any proceeding requiring such disclosure.

4.2 Nondisclosure. During the Term and for a period of five (5) years thereafter, each party agrees to hold the Confidential Information of the other party in strict confidence, to use such information solely in connection with this MSA, and to make no disclosure of such information except in accordance with the terms of this MSA.

4.3 Permitted Disclosures. A party may disclose Confidential Information only to its personnel, directors, agents, advisors and subcontractors (collectively, "Representatives") who have a need to know in connection with the Services and who are bound by confidentiality obligations no less restrictive than those described in this Article IV. Client shall not disclose any Confidential Information of ADPI to any Representative known by Client to be a competitor of ADPI at the time of disclosure, except with the prior written consent of ADPI. Each party shall be responsible and liable for any breach of confidentiality obligations by their Representatives.

4.4 Return of Confidential Information. Upon expiration or termination of this MSA, each Receiving Party shall, at the Disclosing Party's option, either return

or destroy all Confidential Information of the other party and all copies thereof and other materials containing such Confidential Information, other than (a) Confidential Information archived in the ordinary course of business on electronic storage systems or media or (b) as required by Applicable Laws (as defined below). Any such retained Confidential Information shall continue to be subject to the terms hereof. The Receiving Party shall confirm in writing its compliance with this Section 4.4.

4.5 Injunctive Relief. Each party acknowledges that in the event of a breach by the Receiving Party of its obligations described in this Article, damages may not be an adequate remedy and the Disclosing Party will be entitled, in addition to any other rights and remedies available under this MSA or at law or in equity, to seek injunctive relief to restrain any such breach, threatened or actual, without proof of irreparable injury and without the necessity of posting bond even if otherwise normally required.

ARTICLE V FEES

5.1 Fees; Payment Terms. Client shall pay to ADPI the fees set forth in each SOW (the "Fees"). In accordance with Section 11.5, Fees are exclusive of taxes. Except to the extent otherwise agreed in a SOW, payment for Fees shall be due in full within thirty (30) days of Client's receipt of an invoice.

5.2 Failure to Pay Timely. If any Fee has not been received by ADPI within thirty (30) days after becoming due in accordance with the payment terms, then, in addition to all other remedies that may be available:

(a) ADPI may charge interest on the past due amount at a rate equal to the lesser of: (i) one percent (1%) per month (which is an annual rate of twelve percent (12%)); and (ii) the highest rate permitted under applicable law;

(b) ADPI may suspend performance for all Services until payment has been made in full or terminate this MSA or any SOW; and

(c) Client shall reimburse ADPI for all reasonable costs incurred by ADPI in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees.

5.3 Changes in Rules or Regulations. Notwithstanding anything herein to the contrary, in the event that during the Term of this MSA, ADPI's costs of providing the Services under any SOW increases as a result of any newly enacted or newly implemented rules, regulations or operating procedures of any federal, state or local agency or regulatory authority, the parties agree to negotiate in good faith regarding an increase in compensation to ADPI for such affected Services to offset the increased costs.

5.4 Payment Disputes. Except as otherwise provided in this Agreement, all amounts payable to ADPI under this MSA or a SOW shall be paid by Client to ADPI in full without any setoff, recoupment, deduction or withholding of Fees or other payments for any reason. In the event of a good faith dispute between Client and ADPI regarding any Fees, Client shall notify ADPI of the dispute promptly in writing. The dispute shall be reviewed by senior executives from each party who will work, in good faith, to resolve the issue promptly. In the event a payment dispute cannot be resolved by such efforts, such dispute shall be resolved by arbitration pursuant to Section 8.2.

5.5 Accrued Fees. Termination of this MSA will not excuse any Fees, payments or credits that accrue or become due prior to termination or any payments for post-termination services.

5.6 Payer Refunds. If any refunds of patient accounts of Client are required to be refunded to or offset by any government or commercial payer as a result of Client's violation of Applicable Laws or its obligations under this MSA or any SOW, ADPI shall not be required to refund to Client any commissions or Fees earned or previously paid to ADPI as a result of its collection of such refund or otherwise as a result of including such refund in its calculations of collections for purposes of Fees.

5.7 Expenses. Responsibility for expenses shall be set forth in the SOWs. If applicable, expenses will be invoiced quarterly based on actual expenses incurred by ADPI personnel, and ADPI shall provide evidence of such expenses upon the reasonable request of Client.

ARTICLE VI **INTELLECTUAL PROPERTY**

6.1 ADPI Intellectual Property. ADPI or, as applicable, ADPI Service Providers (as defined in Section 7.4 below) shall have and retain sole and exclusive ownership of, and all right, title and interest to their respective copyrights, patents, trade secrets and other intellectual property rights, in and to methods, processes, techniques, work papers, proprietary information, ideas, trade secrets, strategies, materials, images, prototypes, software, source and object code and related materials (the "Intellectual Property"), including the ADPI Technology that are owned or developed by ADPI and/or ADPI Service Providers which relate to the performance of the Services. Intellectual Property may further include anything which ADPI or an ADPI Service Provider may discover, create, learn or develop during the provision of Services for Client, whether or not (a) modified or developed at Client's request, (b) modified or developed in cooperation with Client or (c) modified by Client. Client acknowledges that all of the foregoing is ADPI's Intellectual Property or, as applicable, that of its ADPI Service Providers and Client agrees that no work of authorship developed or delivered by ADPI or ADPI Service Providers is or will be a "work made for hire" as defined by U.S. copyright law. Client has no rights to the Intellectual Property owned and/or developed by ADPI or ADPI Service Providers, except as expressly set forth herein or in a SOW.

6.2 Protection of Intellectual Property. Without limitation to Section 4.1 hereof, each party will protect the other party's Intellectual Property and Confidential Information with the same care and diligence as it would use to protect its own Intellectual Property and Confidential Information. Each party will take all necessary and appropriate steps to safeguard the other party's Intellectual Property and Confidential Information by employees, former employees, vendors, affiliates and others to whom they have directly, or indirectly, made such Intellectual Property or Confidential Information available.

6.3 Client Data. "Client Data" means data of Client that is collected, downloaded or otherwise received by ADPI, directly or indirectly, from Client, including PHI, but does not include any information or data created by ADPI to support its internal operations outside of the Services (e.g., information or data ADPI uses for purposes of

creating internal financial and other records). Client Data is owned by Client. ADPI will return all Client Data, including all Accounts Receivable inventory data, via created disks upon termination of this Agreement.

6.4 Right to Use Client Data. Client grants to ADPI the right and license to use and disclose Client Data for the purpose of making the Services available to Client.

ARTICLE VII **COMPLIANCE, PERSONNEL, AUDIT**

7.1 PHI and Data Privacy Policy. As part of ADPI's data and information privacy and information security compliance program, and in connection with its desire to uniformly protect PHI and other sensitive data, ADPI maintains privacy and information security policies and procedures that, to the best of ADPI's knowledge, comply with all Applicable Laws.

7.2 Business Associate Agreement. The parties have entered into a business associate agreement ("BAA") governing the use and disclosure of protected health information in accordance with 42 C.F. R. 164.502(e) of the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). A copy of the BAA is attached hereto as Exhibit B.

7.3 Regulatory Compliance.

(a) Each party represents that it will use reasonable and appropriate efforts to ensure that in the performance of the Services, it, its personnel and its agents will comply with all applicable federal, state and local laws, regulations and rules, including the provisions of HIPAA and the rules of all applicable regulatory agencies with jurisdiction over Client (including, but not limited to, CMS) (collectively referred to as "Applicable Laws").

(b) ADPI represents and warrants to Client that:
(i) ADPI and its directors, officers and employees are not excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program;
(ii) to ADPI's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion; and
(iii) its employees and ADPI Service Providers are not listed on the most

recent version of the Office of Foreign Assets Controls' "Specially Designated Nationals List".

(c) Client represents and warrants to ADPI that:
(i) there are no Client employees, personnel or independent contractors performing services for Client who are excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program (ii) to Client's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion; and (iii) its employees, personnel and independent contractors performing services for Client are not listed on the most recent version of the Office of Foreign Assets Controls' "Specially Designated Nationals List".

7.4 Compliance Program. Each party will maintain a compliance program meeting or exceeding all industry guidelines and standards for healthcare compliance programs, including but not limited to guidance issued by the U.S. Department of Health and Human Services Office of Inspector General.

7.5 ADPI Offshore Personnel. ADPI may perform the Services from outside of the United States, including using ADPI personnel located at ADPI's blended shore operations in India or Lithuania.

7.6 Subcontracting: ADPI may not subcontract to another party in connection with the Services ("ADPI Service Providers") without the written consent of Client, which shall not be unreasonably withheld. ADPI will remain responsible for the activities of these ADPI Service Providers as if those activities were undertaken by ADPI.

7.7 Investigations. If a party determines that a potential compliance matter that relates to the Services exists, it shall promptly inform the other party. Client and ADPI agree to undertake jointly and in a coordinated fashion the investigation and resolution of any compliance matter that relates to the Services.

7.8 Audit. During the Term, upon (a) reasonable request, (b) at least thirty (30) days' advance written notice, and (c) opportunity for coordination and alignment relating to scope, each party shall provide the other party's designated auditors with access to its books and records that relate to the Services. Such audit shall

be conducted during normal business hours of operation and in a manner that does not disrupt normal business operations; provided that, to the extent that either party has obtained a certification from a qualified third-party assessor (e.g., HITRUST or SOC), then any matters covered by such certification shall be excluded from the scope of such audit. Other than any audit performed by either party's internal auditors or the independent external auditors who examine either party's financial statements, the other party shall have the right to approve the auditor (such approval not to be unreasonably withheld) and require appropriate protections against disclosure of its Confidential Information, including compliance with its security policies and procedures. Each party shall provide (i) such auditors with any reasonable assistance that they may require; and (ii) the other party with a summary of the results of any such audit upon receipt.

7.9 Record Retention. For a period of four (4) years after Services are furnished under this MSA and any SOW subject to this MSA, ADPI shall retain and permit the Comptroller General of the United States, the U.S. Department of Health and Human Services and their respective duly authorized representatives access to examine or copy this MSA and such books, documents, and records of ADPI as are reasonably necessary to verify the nature and extent of the costs of the Services. In the event ADPI provides any of its Services pursuant to a subcontract and if (i) the services provided pursuant to such subcontract have a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period and (ii) such subcontract is with a related organization, then ADPI agrees that such subcontract shall contain a clause requiring the subcontractor to retain and allow access to its records on the same terms and conditions as required by ADPI. This provision shall be null and void should it be determined that Section 1861(v)(1)(I) of the Social Security Act is not applicable to this MSA.

7.10 Testimony. If during or after the Term of this MSA, ADPI or any ADPI Service Provider is legally compelled as a result of this engagement or is requested by Client to either give testimony or produce documents or both in any court, investigative or regulatory proceeding or other legal process (including any form of discovery related there), other than in any such proceeding where ADPI or any of its personnel are a party, Client will reimburse ADPI or ADPI Service Provider at the applicable rate for the time of the

participating professional, together with all expenses associated with such activity, including the fees and expenses of ADPI's counsel, if counsel is deemed necessary by ADPI. ADPI will promptly notify Client of any such demand for testimony or the production of documents but ADPI will be under no obligation to seek to quash or otherwise limit the scope of such a demand.

ARTICLE VIII DISPUTE RESOLUTION

8.1 Exclusive Remedies. Each party agrees that the sole and exclusive remedy for (i) any dispute between the parties arising under this MSA or any SOW, (ii) any breach of this MSA or any SOW by the other party, or (iii) any claim for indemnification arising under this MSA shall be, subject to the limitations set forth therein, the processes and rights of the parties set forth in this Article VIII and Articles IX and X below.

8.2 Arbitration. The parties shall attempt to settle any disputes through good faith negotiations between their respective senior executives for a period of thirty (30) days. In the event a dispute has not been resolved, it shall be finally settled by binding arbitration, conducted on a confidential basis, under the Uniform Rules of Arbitration as adopted by the State of Arizona. in accordance with the terms of this MSA and the laws of the State of Arizona, excluding its principles of conflicts of laws. To the extent permitted by the Rules, all parties shall direct that any arbitration be held on an expedited basis.

Each party shall bear its own costs of the arbitration and one-half (1/2) of the arbitrators' costs. The arbitrators shall apply Arizona substantive law and the Federal Rules of Evidence to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and to award compensatory damages provided by Arizona law, subject to the limitations set forth in this MSA; provided, however, the arbitrators shall not have the power to amend this MSA, award punitive, special, incidental, exemplary or consequential damages, or to award damages in excess of the limits contained in this MSA. The arbitrators shall prepare in writing and provide to the parties an award, including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law, and the award may be vacated or corrected for any such error.

8.3 Arbitration Awards. Any award shall be paid within thirty (30) days of the issuance of the arbitrator(s)' decision. If any award is not paid within thirty (30) days, any party may seek entry of a judgment in the amount of the award in any state or federal courts having jurisdiction thereof.

8.4 No Limitation on Provisional Remedies. Neither party shall be excluded from seeking provisional remedies in the courts of competent jurisdiction, including, but not limited to, temporary restraining orders and preliminary injunctions, but such remedies shall not be sought as a means to avoid or stay arbitration.

8.5 WAIVER OF JURY TRIAL; THIRD PARTIES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY. THE REQUIREMENT OF ARBITRATION SET FORTH IN THIS ARTICLE VIII SHALL NOT APPLY IN THE EVENT THAT THERE IS THIRD-PARTY JOINDER BY EITHER PARTY OR A THIRD PARTY INSTITUTES AN ACTION AGAINST ANY PARTY TO THIS AGREEMENT, AND SUCH THIRD PARTY IS NOT AMENABLE TO JOINDER IN THE ARBITRATION PROCEEDINGS CONTEMPLATED BY THIS ARTICLE VIII.

ARTICLE IX TERM AND TERMINATION

9.1 Term. The term of this MSA shall be for five (5) years from the Effective Date (the "Initial Term") and thereafter shall renew automatically for consecutive one-year terms (each, a "Renewal Term") unless terminated as set forth herein. A party may elect not to renew this MSA by providing written notice of its intention not to renew to the other party at least ninety (90) days' prior to the expiration of the then-current Term. The Initial Term and any Renewal Term are together referred to herein as the "Term".

9.2 Termination for Convenience: Notwithstanding any provision to the contrary, Client may terminate this Agreement without cause, in whole or in part at any time, upon written notice to ADPI. Unless otherwise agreed by the parties, if this MSA is terminated for convenience pursuant to this Section 9.2, all then-active SOW's will automatically terminate. Upon receipt of the written notice, ADPI shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Client. ADPI shall be entitled to receive just and

equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

9.3 Client's Right to Terminate pursuant to provisions of A.R.S. § 38-511. Client reserves the right to terminate this Agreement pursuant to provisions of A.R.S. § 38-511.

9.4 Termination for Cause. In the event that either party has failed to perform its obligations under this MSA or a SOW in all material respects and that failure has not been satisfactorily addressed through the cure procedures in Section 5 below, the aggrieved party shall have the right to terminate this MSA or any SOW for cause sixty (60) days following the issuance of a written notice of termination to the other party hereto. No written notice of termination for cause will be valid unless the party issuing the notice has complied with the cure procedures in Section 9.5.

9.5 Cure Procedures. A non-performing party shall have the opportunity to cure the failure to perform prior to a termination for cause. Therefore, prior to the issuance of a written notice of termination for cause, each party agrees to proceed in the following manner, working in good faith to address the circumstances which led to the alleged failure to perform:

(a) The party seeking to address an area of concern shall give written notice to the non-performing party describing in reasonable detail its concerns.

(b) The non-performing party shall be given thirty (30) days within which to satisfactorily address the concern and to begin implementation of the agreed upon course of action. If necessary under the circumstances, the complete implementation of the agreed upon course of action may take more than thirty (30) days but may not exceed ninety (90) days unless the other party otherwise agrees in writing prior to the end of such ninety (90) days.

(c) If the non-performing party fails to comply with the agreed upon course of action on the appropriate timetable, then the performing party shall be authorized to issue a notice of termination for cause.

(d) Any disputes that arise during these cure procedures that cannot be resolved by a good faith

dialogue among the parties shall be resolved through a mutually agreed upon alternative dispute resolution plan adopted by the parties, or alternatively, pursuant to the dispute resolution methodology in Article VIII.

9.6 Transition/Workout Period Following Termination. One hundred eighty (180) days after the Termination Date or on such earlier date as the parties may mutually agree in writing, ADPI shall cease to perform RCM Services on behalf of the Client and have no further responsibility for the performance of the RCM Services hereunder, unless ADPI, in its sole discretion, notifies the Client that it will continue to manage accounts submitted and any accounts in the process of being billed by ADPI prior to the Termination Date for a period to be mutually agreed upon by the parties (the "Transition Period").

9.7 Effect of Termination on SOWs. Termination of this MSA will effectuate a termination of any SOW then in effect, subject to any specific provisions contained within an applicable SOW concerning Transition services and payments in connection with same. In the event there are no active SOWs between the parties for a period of at least three (3) months, this MSA shall terminate without the need for further action by either party.

9.8 Rights and Responsibilities Upon Expiration or Termination. Upon expiration or termination of this MSA, including, as applicable, any transition services: (a) all rights, licenses, consents and authorizations granted by either party to the other party hereunder or under any SOW will immediately terminate; (b) Client shall cease all use of ADPI Technology; (c) each party shall, within sixty (60) days, destroy or return all other documents and tangible materials containing, reflecting, incorporating or based on the other party's Confidential Information; and (d) each party shall permanently erase all of the other party's data and Confidential Information from all computer systems and networks controlled by such party, except to the extent and for so long as required by Applicable Laws, provided that ADPI may retain Client Data archived in the ordinary course of business on electronic storage systems or media, subject to the terms of the BAA (if applicable), until such data is deleted in its ordinary course. Client Data will be returned in a commercially standard format, as determined by ADPI in its sole discretion.

9.9 Termination for Insolvency. If any party (the “Insolvent Party”) (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (c) passes a resolution for its voluntary liquidation, (d) has a receiver or manager appointed over all or substantially all of its assets, or (e) makes an assignment for the benefit of all or substantially all of its creditors, then the other party may terminate this MSA upon prior written notice to the Insolvent Party; provided, however, that (x) any Insolvent Party subject to an involuntary proceeding will have a reasonable amount of time (and in no event less than sixty (60) days) to have such proceeding dismissed or stayed prior to the other party having the right to terminate this MSA pursuant to this Section 9.8, (y) ADPI will not have the right to terminate this MSA under this Section 9.8 so long as Client is current in its payment of the Fees hereunder, and (z) Client will not have the right to terminate this MSA under this Section 9.8 so long as ADPI continues to provide the Services and comply with this MSA.

ARTICLE X INDEMNIFICATION AND LIABILITY

10.1 ADPI Intellectual Property Indemnification. ADPI shall indemnify and defend Client and its directors, officers and employees (“Client Indemnitees”) against any third-party claims arising out of or resulting from the alleged infringement of any Intellectual Property of any third party as a result of any Client Indemnitee’s receipt or use of any Services or ADPI Technology in compliance with this MSA. The foregoing obligation does not apply to any claim arising out of or resulting from: (a) modification of ADPI Technology other than (i) by or on behalf of ADPI or any ADPI Service Provider; or (ii) with ADPI’s prior written consent in accordance with ADPI’s written specifications; (b) combination of the ADPI Technology with any products or services from any third party or any other system other than as authorized or directed by ADPI or any ADPI Service Provider as demonstrated in writing; or (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Client by ADPI or any ADPI Service Provider.

10.2 ADPI Other Indemnification. To the fullest extent permitted by law, ADPI shall defend and indemnify Client, its directors, officers, and employees

from and against all third party claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, arising out of, or alleged to have resulted from the gross negligent acts, errors, omissions or willful misconduct relating to the performance of this MSA by ADPI, except to the extent that such claims, damages, losses or expenses result from inaccurate information provided by Client or Client’s noncompliance with any applicable laws. This includes any person or entity for whose acts, errors or omissions ADPI may be legally liable.

10.3 Client Indemnification. Client shall indemnify and defend ADPI and its directors, officers and employees and ADPI Service Providers from and against any and all claims and losses arising out of any third party claims, including any governmental claims, in each case to the extent based upon, relating to, or resulting from Client’s (a) gross negligence or willful misconduct, (b) infringement of any Intellectual Property of any third party, (c) violation of HIPAA or any other Applicable Laws and (d) breach of any of its obligations, representations and warranties hereunder, in each case above which are not caused or directed by ADPI. .

10.4 Defense of Claims. A party making a claim for indemnification under this Article X (“Indemnified Party”) shall notify the indemnifying party (“Indemnifying Party”) of any action, lawsuit, proceeding, investigation or other claim (“Claim”) against it by a third party describing the claim, the amount thereof (if known and quantifiable) and the basis thereof; provided that failure to notify the Indemnifying Party shall not relieve the Indemnifying Party of its indemnification obligations (a) if the Indemnifying Party had actual notice of such Claim or (b) unless and only to the extent of any forfeiture of substantive rights and defenses resulting from the failure to provide timely notice of any Claim.

10.5 Cap on Liability. Each party’s total cumulative liability under this MSA and each SOW, including indemnification obligations, shall be capped at an amount equal to the total amount paid to ADPI for Services in the first twelve (12) months of the Term, notwithstanding the failure of essential purpose of any remedy. The foregoing cap shall not apply to: (a) claims arising out of a party’s, or such party’s employees’, vendors’ or agents’ fraud, willful or intentional misconduct; (b) personal bodily injury or death or physical property damage; (c) taxes assessed against

one party that are the responsibility of the other party; (d) a party's misappropriation or infringement of the other party's Intellectual Property; and/or (e) Client's payment obligations under this MSA and/or damages for a wrongful termination of this MSA or any SOW.

10.6 General Disclaimers. ADPI HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CLIENT DATA. FURTHER, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER CLIENT NOR ADPI MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, TECHNOLOGY, DATA OR SYSTEMS TO BE PROVIDED TO ONE ANOTHER PURSUANT TO THIS AGREEMENT, OR ANY RESULTS OF THE USE THEREOF, AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. NEITHER PARTY WARRANTS THAT THE SERVICES, ANY MATERIALS OR THE OPERATION OF ANY SYSTEMS, TECHNOLOGY, HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATIVE OF ADPI HAS THE RIGHT TO MAKE WARRANTIES ON ADPI'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF ADPI. ALL THIRD-PARTY MATERIALS PROVIDED BY ADPI TO CLIENT ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN ADPI AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO THE PARTY, AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT OF AN ERROR OR OMISSION IN THE PERFORMANCE OF SERVICES, CLIENT'S SOLE REMEDY IS RE-

PERFORMANCE OF THE SERVICES BY ADPI AT NO ADDITIONAL COST. CLIENT ACKNOWLEDGES THAT, IF APPLICABLE, AUDITS OF ITS RECORDS MAY PERIODICALLY RESULT IN DOWN-CODING AND POTENTIAL RECOUPMENT OF OVERPAYMENTS BY A THIRD-PARTY IN CONNECTION WITH SERVICES PROVIDED BY CLIENT. CLIENT AGREES THAT IN NO EVENT WILL ANY DOWN-CODING ADJUSTMENTS AND RECOUPMENT, ARISING OUT OF OR IN CONNECTION WITH ADPI'S PROVISION OF SERVICES UNDER THIS MSA BE DEEMED A "LOSS" CONSTITUTING DAMAGES CAUSED BY ADPI AND INCURRED BY CLIENT UNDER THIS MSA, IT BEING AGREED THAT ANY SUCH RECOUPMENT AND ASSOCIATED COSTS AND EXPENSES INCURRED WILL BE THE SOLE RESPONSIBILITY OF CLIENT.

ADPI WILL NOT BE RESPONSIBLE FOR ANY INCORRECT INFORMATION TRANSMITTED BY CLIENT, CLIENT USERS, CLIENT'S PATIENTS OR A THIRD PARTY, OR FOR ANY ERRONEOUS OR INCOMPLETE BILLING RESULTING FROM SUCH INCORRECT INFORMATION, IF APPLICABLE. ADPI PROVIDES SERVICES UNDER THIS MSA WITHOUT ANY SPECIFIC GUARANTEE OF PERFORMANCE OR ANY PARTICULAR LEVEL OF CASH COLLECTIONS. CLIENT ACKNOWLEDGES THAT ADPI BEARS NO RESPONSIBILITY FOR THE ACTIONS OF ANY PRIOR VENDOR REGARDLESS OF WHETHER ADPI ASSUMES RESPONSIBILITY FOR COLLECTIONS OF ACCOUNTS BILLED BY SUCH VENDOR.

10.7 ADPI Insurance Coverage. ADPI will obtain and continuously maintain from a company or companies lawfully authorized to do business in Arizona such insurance as will protect ADPI and Client from claims set forth below which may arise out of or result from the ADPI's operations under the parties' Agreement and for which ADPI may be legally liable, whether such operations be by ADPI or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a. claims under Workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (ADPI and all subcontractors of ADPI, on request shall furnish to Client duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen's

Compensation and Occupational Disease Insurance is in full force and effect);

b. claims for damages because of bodily injury, occupational sickness or disease, or death of the ADPI's employees;

c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the ADPI's employees, where attributable to ADPI's act or omission;

d. claims for damages as a result of personal injury, whether or not arising out of the employment with the ADPI;

e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

f. claims for professional errors or omissions;

g. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

h. claims involving ADPI's obligations of indemnity under the parties' agreement.

The insurance required by this section shall be written in the amount of not less than \$1,000,000 single claim and \$2,000,000 aggregate limit of liability. Client shall be listed as an additionally named insured, as to items b-f above. ADPI shall submit to Client, if requested, a certificate evidencing such insurance coverage with the provision for Client to be given 30 days' notice prior to cancellation or nonrenewal of the policy during the course of the project. Said insurance shall be maintained and in force during the life of the project and for at least six (6) months after the date of completion of the services anticipated under this MSA.

10.8 Client Insurance. Client will obtain and continuously maintain during the Term the following insurance coverages:

(a) Workmen's Compensation: statutory limits for workers' compensation in each state as applicable to Client's licensed personnel who are members, employees or independent contractors providing

health care services or other services on behalf of Client;

(b) Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, covering Client's property, the activities of the licensed personnel who are members, employees or independent contractors providing health care services, and all other individuals performing services on behalf of Client; and

(c) Professional Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, covering Client, the licensed personnel who are members, employees or independent contractors providing health care services and all other individuals performing services on behalf of Client.

ARTICLE XI **MISCELLANEOUS**

11.1 Authority. Each party represents and warrants that it has the authority to enter into this MSA and to be bound by its terms, and that it has been executed by all necessary and authorized individuals.

11.2 Relationship of the Parties. Each party is an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between Client and ADPI. Neither party is the agent of the other, and neither may make commitments on the other's behalf. Except as expressly provided in this MSA or a SOW, ADPI does not undertake to perform any obligation of Client, whether legal or contractual, or assume any responsibility for Client's business or operations.

11.3 Survival. The terms of Articles IV (Confidentiality), V (Fees), VI (Intellectual Property), VII (Compliance) VIII (Dispute Resolution), IX (Term and Termination), and XI (Miscellaneous) and Sections 10.1-10.6 (Indemnification and Liability) of this MSA shall survive the expiration or termination of this MSA.

11.4 Force Majeure. Each party will be excused from performance under this MSA (other than obligations to make payments that become due) for any period during which it is prevented from or delayed in

performing any obligation pursuant to this MSA in whole, or in part, as a result of a force majeure event, including any change in Applicable Laws which would preclude a party from performing its obligations under this MSA.

11.5 Taxes. All service charges, fees, expenses and other amounts due under this MSA are exclusive of all taxes. Other than net income taxes imposed on ADPI, Client shall be responsible for all sales, use, withholding and value added taxes incurred or assessed in connection with the Services. If the Services are exempt from any otherwise applicable sales and use tax as a result of such tax-exempt status, Client will provide ADPI with any applicable exemption certificates.

11.6 Change in Laws. The parties agree that in the event of a change in any Applicable Laws that (i) would render any part of this MSA illegal, materially affect ADPI's payment for the Services, or directly, adversely and materially affect either party's performance under this MSA and (ii) could not be remedied by an amendment to this MSA, then either party shall have the right to immediately terminate the MSA and there shall be no penalty or damages due to such termination.

11.7 Assignment. This MSA may not be assigned by either party without the prior written consent of the other party which may not be unreasonably withheld.

11.8 Notice. Notices to ADPI and Client required by this MSA shall be sent via certified first class mail, or overnight delivery, to the following respective addresses, and shall be deemed received by the receiving party three (3) business days after being mailed certified first class, or one (1) day after being sent by overnight delivery:

Advanced Data Processing, Inc.
Attention: Chief Executive Officer
With a copy to: General Counsel
401 N. Michigan Avenue, 27th Floor
Chicago, Illinois 60611

Superstition Fire and Medical District
Attention: Billy Warren, Transportation Services
Manager
565 N. Idaho Road
Apache Junction, AZ 85119

11.9 Severability. If any provision of this MSA is declared invalid, unenforceable or void by a court of

competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this MSA. Rather, it is the intent of the parties that in such an event this MSA will be deemed amended by modifying such provision to render it valid and enforceable while preserving the original intent of the parties. If that is not possible, the parties shall agree on a substitute provision that is legal and enforceable and that achieves the same objective as the original provision to the extent possible.

11.10 Equal Opportunity and Anti-Discrimination. ADPI warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. ADPI shall ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008. prohibiting discrimination.

11.11 Legal Arizona Workers Act Compliance: ADPI hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with three-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"), to the extent all or some of the state and federal immigration laws are applicable to ADPI. ADPI further agrees to require that each applicable subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

Client retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding

compliance with the state and federal immigration laws.

11.12 Limitations. Nothing in this MSA shall be construed as limiting or expanding the statutory responsibilities of the parties.

11.13 Non-Exclusivity. This MSA in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

11.14 No Third-Party Beneficiaries. Nothing in this MSA is intended or shall be construed to confer upon any person (other than the parties hereto and the indemnified parties specifically identified herein) any rights, benefits or remedies of any kind or character whatsoever, and no person or entity shall be deemed a third-party beneficiary under or by reason of this MSA.

11.15 Amendment and Waiver. This MSA may only be amended or modified by execution of a written amendment or modification signed by both parties. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

11.16 Entire Agreement. This MSA, including all SOWs and any exhibits or schedules thereto, and the BAA, constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to the subject matter. There are no representations, understandings or agreements related to this MSA that are not fully expressed in this MSA.

This MSA and the SOWs are intended to be correlative and complementary. Any requirement contained in this MSA and not the SOWs will be performed or complied with as if contained in both. However, the requirements of each SOW are intended to be separate. Consequently, unless otherwise specifically provided for, the requirements of one SOW shall not apply to the Services provided or to be provided under another SOW. Further, in the event of a conflict between any provision of this MSA and any provision of the applicable SOW, the provision of the applicable SOW shall control.

11.17 Governing Law. This MSA will be governed by and construed in accordance with the laws of the State of Arizona without regard to its conflict of laws principles.

11.18 Non-appropriation: This MSA shall be subject to available funding for Client, and nothing in this Agreement shall bind Client to expenditures in excess of funds appropriated and allotted for the purposes outlined in this MSA.

11.19 Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.

11.20 To the extent applicable, ADPI hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

11.21 Counterparts. This MSA may be executed in counterparts (including signatures sent via electronic transmission in portable format (pdf), each of which shall be deemed to be an original, and both of which together shall constitute a binding agreement. Each person signing below represents that he or she has the authority to sign this MSA for and on behalf of the party for whom he or she is signing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this MSA as of the Effective Date.

SUPERSTITION FIRE AND MEDICAL DISTRICT

ADVACNED DATA PROCESSING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**SUPERSTITION FIRE & MEDICAL DISTRICT, a
political subdivision of the State of Arizona**

By

Board Chair

Name: _____

ATTEST:

Board Clerk

Name: _____

Exhibit A
AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES
STATEMENT OF WORK

This Ambulance Billing and Related Professional Services Statement of Work (the “EMS SOW”) is entered into as of this 16th day of September 2020 (“EMS SOW Effective Date”) by and between Superstition Fire and Medical District, a political subdivision of the State of Arizona, on behalf of itself and its affiliates and subsidiaries (collectively, “Client”) and Advanced Data Processing, Inc. (“ADPI”) a subsidiary of R1 RCM Inc., a Delaware corporation. This EMS SOW is incorporated by reference into and is subject to all of the terms and conditions of the attached MSA. All signatories to this EMS SOW shall be bound to the terms of the MSA as if original signatories thereto. All undefined capitalized terms shall have the meanings set forth in the MSA.

SECTION I
SCOPE OF SERVICES

1. ADPI’s Scope of Services. ADPI will be the exclusive provider of Client’s revenue cycle management services as mutually agreed upon by both parties, and which may include the services set forth in this Section (collectively, “RCM Services”):
 - a. ADPI will prepare and submit initial claims and bills for the Client promptly upon receipt thereof, and prepare and submit secondary claims to the extent necessary.
 - b. ADPI will assist the Client in identifying necessary documentation for processing and billing accounts.
 - c. ADPI will direct payments to a lockbox or bank account designated by the Client, to which the Client alone will have signature authority.
 - d. When deemed appropriate, ADPI will pursue appeals of denials, partial denials, and rejections.
 - e. ADPI will respond to and follow up with payors and respond to messages and/or inquiries from payors.
 - f. ADPI will provide accurate coding of medical claims based on information provided by Client.
 - g. ADPI will provide access to its billing system (the “Billing System”) for records pertaining to the Client’s bills and collections hereunder. The Billing System constitutes “ADPI Technology” as such term is defined in the MSA. In addition to all of the terms and conditions contained in the MSA related to ADPI Technology, Client agrees to the following in connection with the Billing System:
 - i. Access to the Billing System is provided solely to permit Client to view its accounts, run various reports and access data associated with the billing and collecting process.
 - ii. Client shall be responsible for providing its own Internet access necessary to access the Billing System, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing System server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, ADPI makes no guarantee that any given Client User (as defined in the MSA) will be able to access the Billing System at any given time.

There are no assurances that access will be available at all times and uninterrupted, and ADPI shall not be liable to Client for its inability to access the Billing System.

- iii. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on Client User's computers. Client is responsible for requiring its Client Users to use a password to access the Billing System in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing System, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or number. ADPI shall use commercially reasonable efforts to maintain the security of the Billing System, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond ADPI's control.
- h. ADPI will maintain records of RCM Services performed and financial transactions.
- i. ADPI will consult, as necessary, with the Client and Client representatives regarding the RCM Services.
- j. ADPI will provide any Client-designated collection agency with data in a commercially standard format on a commercially standard media as determined by ADPI in its sole discretion, when an account is referred to such agency.
- k. ADPI will assist the Client in filing and maintaining required documentation and agreements with commonly-used payors (e.g. Medicare, Medicaid, TRICARE, etc.) The Client shall maintain responsibility for enrollment, required documentation, and agreements with payors.
- l. ADPI will designate a liaison to serve as the primary contact for the Client in connection with the RCM Services.
- m. ADPI will provide a toll-free number for patients and other designated representatives.
- n. To the extent that the Client is unable to obtain and forward to ADPI Patient Information as set forth in Section II below, ADPI will use commercially reasonable efforts to obtain and/or verify patient insurance and contact information.
- o. ADPI will respond to Client, patient, and payor inquiries promptly upon receipt of such inquiry.
- p. ADPI will maintain accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments, and refunds.
- q. ADPI will identify refunds and provide the Client with documentation substantiating each refund.
- r. Subject to the Client's guidelines and/or approval, ADPI will negotiate and arrange modified payment schedules for individuals unable to pay full billed amounts.

- s. If the Client utilizes services of a third-party debt collection agency, ADPI will forward uncollectible accounts to the third-party debt collection agency. Unless otherwise agreed upon, accounts that ADPI has deemed to be uncollectible may be closed as bad debt.
2. Reports. Operational and financial data reports for the Client will be available on ADPI's Billing System. The format and content of the data will be established and defined by ADPI, and such reports may be added, modified or deleted without notice to the Client. Notwithstanding the foregoing, the Client may request that specific, custom reports may be made available to it at an additional charge to be negotiated between ADPI and the Client.

With respect to each report generated for Client as part of the Billing System, Client acknowledges and agrees (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

3. Patient Information. ADPI may use and disclose patient information to provide the RCM Services to Client, and for payment purposes for other "covered entity" (as that term is defined at 45 C.F.R. §160.103) clients. Where a valid phone number exists, ADPI will process outbound phone calls to patients to receive updated demographic and insurance information or to get the patient set up on a payment plan.

SECTION II OBLIGATIONS OF THE CLIENT

1. Professional Services. The Client shall furnish, and cause the licensed personnel who are members, employees or independent contractors of Client (collectively, the "Professionals") to furnish emergency and non-emergency medical services, including ambulance transport (collectively, "EMS Services"), all in accordance with Applicable Laws and payor requirements. The Client agrees and acknowledges that it is responsible for performing, or ensuring the Professionals' performance of the following acts:
 - a. The Client shall have the exclusive authority to control all aspects of the provision of EMS Services, which shall be the sole responsibility of the Client. ADPI shall have no authority or responsibility regarding the provision or supervision of EMS Services.
 - b. The Professionals shall alone be responsible for the examination of the Client's patients and will cause a complete and accurate record to be made of each patient examination, in keeping with Applicable Laws and payor requirements regarding adequate documentation and medical necessity.
 - c. The Client shall be responsible for supervising and controlling the conduct of all Professionals performing EMS Services for and on behalf of the Client.
2. Professional Standards. The Client shall ensure that Professionals shall be duly licensed to provide any applicable category of health care services, and participate in continuing education as necessary to maintain

such licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

3. Additional Obligations.

- a. Professionals shall sign all necessary assignments and agreements that are required to allow ADPI to bill third-party payors including but not limited to, Medicare, Medicaid, managed care plans, Tricare, etc.
- b. Each Professional shall refrain from submitting false or inaccurate information, documentation, or records to ADPI. Once a Professional or the Client becomes aware of any such submission, immediate action shall be taken to correct identified false or inaccurate information, documentation or records in accordance with Applicable Laws and payor requirements.
- c. The Client shall immediately notify ADPI in the event it believes a coding, billing or claims submission error has been made to enable ADPI to correct any such errors and make any necessary refunds.
- d. The Client shall respond in a timely manner to ADPI's written requests for information regarding services, diagnoses, or other matters on any document relevant to billing received from the Client.
- e. The Client agrees to use and be responsible for lockbox remote deposit capturing. The Client will provide a lockbox or bank account address to ADPI and instruct the custodian to forward all documents to ADPI for processing. All related lockbox/banking fees will be the responsibility of the Client.
- f. The Client will provide ADPI with daily bank balance reporting capabilities via the bank's designated website.
- g. The Client will timely process refunds identified by ADPI for account overpayments and provide ADPI with confirmation of the same, including copies of checks and other materials.
- h. The Client will forward ADPI copies of checks or other payment documentation requested by ADPI relating to the subject matter of this EMS SOW, within ten (10) days of receipt.
- i. The Client will notify ADPI in the event that the Client's electronic patient care reporting vendor performs any system upgrades. Notification shall be made in accordance with the Notice section of the MSA.
- j. In connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at ADPI's request.

4. Patient Information. The Client shall use its best efforts to obtain and forward to ADPI the following information from each person who receives EMS Services from the Client ("Patient Information"):

- a. Patient's full name and date of birth;
 - b. Mailing address (including zip code) and telephone number of the patient or other party responsible for payment;
 - c. Patient's social security number;
 - d. Name and address of patient's health insurance carrier, name of policy holder or primary covered party, and any applicable group and identification numbers;
 - e. Automobile insurance carrier address and/or agent's name and phone number if an automobile is involved;
 - f. Employer's name, address, and workers' compensation insurance information if the incident is work related;
 - g. Medicare and/or Medicaid identification numbers (if applicable);
 - h. Patient's or other responsible party's signed payment authorization and forms related to authorizations and/or information releases or other documentation sufficient to comply with applicable signature requirements;
 - i. Call times, transporting unit, and crew members with license levels (e.g., EMT-B, EMT-I, EMT-P, etc.);
 - j. Actual loaded miles transported or odometer readings such that loaded miles may be calculated;
 - k. Documentation required by a payor in order to secure payment, including, but not limited to, physician certification statements for non-emergency transports to be billed to Medicare, Medicare products and TRICARE; prior authorizations required by some Medicaid programs, Veteran's Administration, Indian Health Services and Logisticare; and
 - l. Any other information that ADPI may reasonably require to bill the patient or payor.
5. EMS Services Fees. The Client agrees and acknowledges that it is responsible for performing the following acts:
- a. The Client shall set all fees to be charged by it in accordance with all Applicable Laws, regulations and contractual arrangements with third parties, to the extent applicable.
 - b. The Client shall provide ADPI with approved billing policies and procedures, including dispatch protocols, collection protocols, and fee schedules using current HCPCS codes and terminology.
6. The Client shall be responsible for all legal, tax and accounting work related to the EMS Services.

**SECTION III
COLLECTION EFFORTS**

1. Alternative Collection Arrangements. ADPI will follow the Client's direction and policy for offering any alternative collection arrangements.
2. Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, ADPI shall have the right to terminate collection efforts and close the account as an unpaid debt. In addition, ADPI may terminate or suspend collection efforts in the event that Client has supplied ADPI with materially incomplete or inaccurate billing and/or Patient Information. The accounts that ADPI has deemed to be uncollectible may be forwarded to a third-party collection agency engaged by Client for further collection effort and/or closed or deemed inactive.
3. Administrative Fee/Third Party Collection Costs. Client will be responsible for engaging any third party collection service for uncollectible accounts after ADPI has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

**SECTION IV
PAYMENT**

1. Payments for Services. The terms set forth in this Section IV are specific to the Client and unique to the Client's demographics, volume, and scope of services, among additional criteria. In consideration of the services rendered by ADPI under this EMS SOW, the Client agrees to pay ADPI the following Fees:
 - a. Four and Eighty Hundredths Percent (4.80%) of the Client's monthly collections less refunds ("Net Collections") (the "Management Fee").
 - b. All amounts set forth in any Exhibit attached hereto.
2. Excluded Expenses. The Client agrees to be responsible for the following expenses:
 - a. All costs and expenses associated with any lockbox, bank accounts or remote deposit services associated with this EMS SOW; and
 - b. Any and all fees charged by credit card issuers and/or financial institutions for processing credit card payments.
3. RCM Services Following Termination Date. For RCM Services completed after the Termination Date, Client shall pay ADPI the Management Fee.

**SECTION V
TERM AND TERMINATION**

1. Term of Statement of Work. The term of this EMS SOW shall begin as of the EMS SOW Effective Date and shall continue for five (5) years ("EMS SOW Initial Term") and thereafter shall renew automatically for consecutive one-year terms (each, a "EMS SOW Renewal Term") until terminated in accordance with the

provisions of the MSA. The date on which this EMS SOW terminates pursuant to the relevant provision in the MSA, shall be known as the "EMS SOW Termination Date".

2. Termination. The termination or expiration of this EMS SOW shall not affect the underlying MSA or any other statement of work between the Client and ADPI.
3. Transition/Workout Period Following Termination. One hundred eighty (180) days after the Termination Date or on such earlier date as the parties may mutually agree in writing, ADPI shall cease to perform RCM Services on behalf of the Client and have no further responsibility for the performance of the RCM Services hereunder, unless ADPI, in its sole discretion, notifies the Client that it will continue to manage accounts submitted and any accounts in the process of being billed by ADPI prior to the Termination Date for a period to be mutually agreed upon by the parties (the "Transition Period"). The fee for RCM Services completed following the Termination Date shall be as set forth in Section IV, subsection 1a. above.

**SECTION VI
GENERAL**

1. Order of Precedence. In the event of a conflict between the MSA and this EMS SOW, the terms of this EMS SOW will prevail.
2. Counterparts. This EMS SOW may be executed in several counterparts, all of which taken together constitute the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this EMS SOW to be signed by their duly authorized representatives as of the EMS SOW Effective Date.

SUPERSTITION FIRE AND MEDICAL DISTRICT

ADVANCED DATA PROCESSING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into this 16th day of September 2020 (the "Effective Date"), by and between Superstition Fire and Medical District, a political subdivision of the State of Arizona, on behalf of itself and its affiliates and subsidiaries ("Covered Entity") and Advanced Data Processing, Inc., a Delaware corporation and subsidiary of R1 RCM Inc. ("Business Associate").

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate in order to evaluate a potential business transaction and pursuant to any underlying services agreement the parties may enter into (collectively "Service Agreement") in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("HITECH") and the regulations promulgated under HIPAA and HITECH, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, at Title 45, Parts 160 and 164 (the "Privacy Rule") and the Standards for the Security of Electronic Protected Health Information, at Title 45, Parts 160 and 164 (the "Security Rule"), collectively referred to hereinafter as "HIPAA";

WHEREAS, in the course of providing services to Covered Entity ("Services") pursuant to the Service Agreement, Business Associate may be required to create, receive, maintain, or transmit Protected Health Information on behalf of Covered Entity; AND

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

WITNESSETH

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in HIPAA, except that the terms "Protected Health Information" and "Electronic Protected Health Information" (which may be collectively referred to herein as "PHI") shall have the meaning as set forth in HIPAA, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity in connection with the Service Agreement.

2. **Uses and Disclosures of PHI.** Business Associate shall not use or disclose PHI in any manner that is not permitted or required by the Service Agreement, this Agreement, or as Required By Law. The parties agree that the Business Associate may:

- (a) Use and disclose PHI to perform functions, activities, or Services for, or on behalf of, Covered Entity as specified in the Service Agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA, or other applicable federal or State law if so used by a Covered Entity, unless such use or disclosure is expressly provided for in this Agreement;
- (b) Use and disclose PHI for the proper management and administration of the Business Associate and to meet its legal obligations, provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and

- (c) Aggregate PHI with the Protected Health Information of another covered entity as permitted under the Privacy Rule.

3. Safeguards Against Misuse of Information. Business Associate agrees to use appropriate physical, administrative, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI; and (ii) prevent the use, disclosure of, or access to the PHI other than as provided for by this Agreement.

4. Privacy Rule Representations and Warranties. To the extent that Business Associate is requested by Covered Entity to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity.

5. Security Policies Representations and Warranties. Business Associate represents and warrants to Covered Entity that Business Associate will comply with the Security Rule with respect to Electronic PHI that it creates, receives, maintains, or transmits.

6. Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall report to Covered Entity: (i) any Security Incident; and (ii) any use or disclosure of the PHI not provided for by this Agreement or permitted by HIPAA, of which it becomes aware. This Section constitutes notice to Covered Entity of attempted but unsuccessful security incidents for which no additional notice to Covered Entity is required. For purposes of this Agreement, unsuccessful security incidents include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

7. Reporting of Breaches. Business Associate shall notify Covered Entity in accordance with 45 C.F.R. § 164.410 of any Breach of such Unsecured Protected Health Information.

8. Mitigation of Harmful Effects. Business Associate agrees to take commercially reasonable steps to mitigate harmful effects from any Breach of Unsecured PHI or other Security Incident or inconsistent use or disclosure of PHI which Business Associate is required to report pursuant to this Agreement.

9. Agreements by Third Parties. Business Associate agrees to ensure that any agent or subcontractor, to whom it provides PHI, agrees in writing: (i) to restrictions and conditions with respect to use and disclosure of such PHI that are at least as restrictive as those that apply through this Agreement to Business Associate; and (ii) to the implementation of reasonable and appropriate privacy and security safeguards to protect PHI.

10. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

11. Accounting of Disclosures. Within twenty (20) business days of written notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an Individual, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to respond to such request as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate Business Associate shall within (5) business days forward such request to Covered Entity.

12. Access to Information. Within ten (10) business days of a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to meet the access requirements under 45 C.F.R. §

164.524. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall, within five (5) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

13. Availability of PHI for Amendment. Within ten (10) business days of receipt of a written request from Covered Entity for the amendment of an Individual's PHI contained in a Designated Record Set, Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

14. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with HIPAA. In responding to any such request, Business Associate shall notify Covered Entity and promptly afford Covered Entity the opportunity to exercise any rights it may have under the law relating to documents or information protected from disclosure by obligations of confidentiality.

15. Obligations of Covered Entity

- (a) **Consent.** Covered Entity agrees to obtain any consent, authorization or permission that may be required by the Privacy Rule or any other applicable federal or state laws and/or regulations prior to furnishing Business Associate PHI pertaining to an Individual; and
- (b) **Restrictions.** Covered entity agrees that it will inform Business Associate of any PHI that is subject to any arrangements permitted or required of Covered Entity under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Business Associate under the Service Agreement, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 and agreed to by Covered Entity.
- (c) **Minimum Necessary.** Covered Entity shall only request, use or disclose the minimum necessary PHI to accomplish its obligations under the Services Agreement or this Agreement.
- (d) **Permissible Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by a Covered Entity.

16. Term. The term of this Agreement shall commence on the Effective Date, and shall terminate upon the earlier to occur of: (i) the termination of the Service Agreement for any reason or (ii) the termination of this Agreement pursuant to the provisions herein.

17. Termination for Cause. Either party may terminate this Agreement due to a material breach of this Agreement by the other party upon giving the other party thirty (30) days prior written notice; provided the breaching party does not cure the breach prior to the effective date of termination. Any dispute regarding any such alleged breach and/or cure shall be resolved in accordance with the dispute resolution provisions of the Service Agreement, if any.

18. Effect of Termination of Services. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, or, at Covered Entity's direction, destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further use of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to the Covered Entity that such PHI has been destroyed. The provisions of this Section 18 shall survive the termination of the Service Agreement and this Agreement, and shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

19. Interpretation. This Agreement and the Service Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

20. Third Party Rights. The terms of this Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate.

21. Notices. Any notices to be given hereunder shall be in accordance with the notification procedures identified in the Service Agreement except that notices for HIPAA Privacy, Security and other BAA related issues shall be addressed to the person and address set forth below (or to such other person or address as either party may so designate from time to time).

To Covered Entity: Email: Billy.warren@sfmt.az.gov
Attn: Billy Warren, Transportation Services Manager
Superstition Fire and Medical District
565 N. Idaho Road
Apache Junction, AZ 85119
Tel: 480-290-1375

To Business Associate: Email: Privacy@r1rcm.com
Attn: Chief Privacy Officer, Compliance and Risk Dept.
Advanced Data Processing, Inc.
401 N. Michigan Avenue, Suite 2700
Chicago, IL 60611
Tel: 312 324 7820

22. Regulatory References. A reference in this Agreement to a section in the HIPAA means the section as in effect or as amended, and for which compliance is required.

23. Governing Law. This Agreement will be governed by the laws of the State of Arizona.

24. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

25. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

26. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the parties evidencing their business relationship.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Superstition Fire and Medical District

Advanced Data Processing, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Governing Board Meeting – September 16, 2020

Agenda Item: 6

BOD#: 2020-09-05

Agenda Item Title

Discussion, presentation and possible approval of the Professional Services Agreement between Superstition Fire & Medical District and Ralph Andersen & Associates for executive search services for the position of Fire Chief.

Submitted By

Jeff Cross, Board Director

Anna Butel, Administrative Services Director

Background/Discussion

Several months back, SFMD created an Ad-Hoc Committee to select a professional recruiting firm for the position of Fire Chief. After completing the RFP, reviewing submitted proposals, interviewing the top 2 vendors, the committee was able to recommend Ralph Andersen as the top vendor in this competitive process.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Professional Services Agreement – Executive Search Services

Recommended Motion

“Motion to approve the Professional Services Agreement between Superstition Fire & Medical District and Ralph Andersen & Associates for executive search services for the position of Fire Chief.”



Go To Item 7

Go to Agenda

Professional Services Agreement Executive Search Services

This Agreement is made by and between the Superstition Fire & Medical District (“the District”), and Ralph Andersen & Associates (“the Consultant”).

1. **Search Engagement.** The District agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: Fire Chief Executive Search Services (“the Search”).
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
 - a) Position Analysis
 - b) Advertising Campaign
 - c) Candidate Identification
 - d) Resume Review and Screening
 - e) Candidate Report (how many applied and how many disqualified for not meeting minimum standards)
 - f) Preliminary Panel Interviews
 - g) Detailed Reference Checks
 - h) Recruitment Report
 - i) Client/Finalist Interviews
 - j) Final Interview Assistance
 - k) Conditional Offer Background Check
 - l) Follow-up Correspondence

A complete description of the services to be provided is contained in a proposal from the Consultant to the District, dated July 10, 2020, which is incorporated herein by reference.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the District.
4. **Compensation.** As full compensation for the Consultant’s professional services performed hereunder, the District shall pay the Consultant the fixed amount of \$30,500 (Thirty Thousand Five Hundred Dollars) (“fixed fee”). Expenses included in the fixed fee include such items as advertising, clerical, graphic design, research, printing and binding, postage and delivery, and long-distance telephone charges. Consultant will prepare a full color (digital) brochure. All pictures will be the responsibility of the District. A link to the digital brochure will be provided. All meetings and interviews will be conducted by video (Zoom Technologies), all work products provided to the client will be electronically transmitted

(properly organized and tabbed) using either DropBox or ShareFile. On top candidates, education verifications, Internet and Lexis/Nexis searches will be conducted. Education verifications, DMV check, wants and warrants, civil and criminal litigation search (after contingent offer is made), and credit checks will be conducted on the top two (2) candidates. A full background (including references) will be conducted on the top two (2) candidates. Finalist interviews may be conducted using video technology due to COVID-19 or in person pending the status of the pandemic. The top two candidates should expect the Board to conduct those interviews in-person, and the candidate will bear the cost of travel.

5. **Compensation for Additional Services.** In the event the District requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant's standard hourly rates for professional services plus reimbursement of expenses described above. Additional fees for service will require pre-approval from the District.
6. **Method of Payment.** The District will be invoiced in 4 (four) payments as follows:
 - a) Following kick-off and finalization of recruitment brochure – \$9,150 (Nine Thousand One Hundred Fifty Dollars)
 - b) After the closing date – \$9,150 (Nine Thousand One Hundred Fifty Dollars)
 - c) After finalist interviews – \$9,150 (Nine Thousand One Hundred Fifty Dollars)
 - d) Upon placement – \$3,050 (Three Thousand Fifty Dollars)
7. **Term.** The term of this agreement shall commence upon execution of this Agreement by both parties, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 90 to 120 days (ninety to one hundred twenty days) from project initiation.
8. **Guarantee.** If, during the first year of employment, the new Fire Chief resigns or is dismissed for cause by the District, the Consultant agrees to perform another search for a Fire Chief for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search. Should the initial outreach efforts not result in a successful placement, the Consultant will continue the outreach efforts until the ideal candidate is found. The District will be responsible for expenses based on actual receipts.
9. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.
10. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers'

Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the District.

11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the District shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the District harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

12. **Miscellaneous.**

- a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the District.
- c) This agreement shall be modified only by a written agreement duly executed by the District and the Consultant.
- d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e) This agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- g) Candidate information will only be shared with SFMD points of contact. Client agrees the communication is to be via email only; the email address to use is jobs@sfmd.az.gov. If the Consultant wishes to speak on the phone, the Consultant should send an email to the District to schedule a phone call, and the District will work with the Consultant to arrange a time. The District's office hours are 0700-1800 M-TH. The District typically responds to email within 24-48 hours, excluding weekends and standard public holidays.
- h) The incumbent Chief will not have involvement, provide input or opinions, or have communications with the Consultant, any representative of the Consultant, and/or any candidate before placement.
- i) The Consultant hereby agrees that, during the term of this Agreement and thereafter, they shall not, directly or indirectly, disclose or make available to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, any confidential candidate information other than to the District.

- j) Ralph Andersen agrees to the Addendum to the Agreement of Professional services as attached to this agreement.

APPROVED:

RALPH ANDERSEN & ASSOCIATES

By: Heather Renschler

Name Printed: Heather Renschler

Title: President/CEO

Date: August 25, 2020

5800 Stanford Ranch Road, Suite 410
Rocklin, California 95765
(916) 630-4900
FAX: (916) 630-4911
Website: www.ralphandersen.com

SUPERSTITION FIRE & MEDICAL DISTRICT

By: _____

Name Printed: _____

Title: _____

Date: _____

565 N. Idaho Road
Apache Junction, Arizona 85119
(480) 982-4440
FAX: (480) 982-0183
Website: www.sfmd.az.gov

ADDENDUM TO AGREEMENT

(PROFESSIONAL SERVICES)

This Addendum, made and entered into effective this ___ day of _____, 201__, is added to that certain Agreement between Superstition Fire & Medical District a political subdivision of the state of Arizona (hereinafter "SFMD") and _____ (hereinafter "Vendor"), to include the following provisions, the same as if said provisions were contained in the body of said document.

1. **Termination:** SFMD may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.
2. **Limits of Liability:** Notwithstanding any provision or proposal to the contrary, the Vendor's liability shall not be limited to the amount of its fees, but instead the Vendor shall be liable for any damages as a result of Vendor's breach of Agreement or negligent acts or omissions.
3. **Indemnification:** To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless SFMD, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Vendor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Vendor may be legally liable.
4. **Non-Discrimination:** Vendor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Vendor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
5. **Legal Arizona Workers Act Compliance:** Vendor is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Vendor further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

SFMD retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

6. **Non-appropriation:** This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
7. **Third Party Antitrust Violations:** Vendor assigns to SFMD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Vendor toward fulfillment of this Agreement.

8. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
9. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
10. Relationships: In the performance of the services described herein, the Vendor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Vendor.
11. Subcontracting: The Vendor may not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.
12. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
13. Governing Law: This Agreement shall be construed and interpreted under the laws of Arizona.
14. Arbitration: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
15. Insurance: The Vendor shall purchase (and maintain) from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Vendor and SFMD from claims set forth below which may arise out of or result from the Vendor's operations under the parties' Agreement and for which the Vendor may be legally liable, whether such operations be by the Vendor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. claims under Workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (the Vendor and all subcontractors of Vendor, on request shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen's Compensation and Occupational Disease Insurance is in full force and effect);
 - b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
 - c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees, where attributable to Vendor's act or omission;
 - d. claims for damages as a result of personal injury, whether or not arising out of the employment with the Vendor;
 - e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. claims for professional errors or omissions;
 - g. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
 - h. claims involving Vendor's obligations of indemnity under the parties' agreement.

The insurance required by this section shall be written in the amount of not less than \$1,000,000 single claim and \$2,000,000 aggregate limit of liability. SFMD shall be listed as an additionally named

insured, as to items b-f above. The Vendor shall submit to SFMD, if requested, a certificate evidencing such insurance coverage with the provision for SFMD to be given 30 days notice prior to cancellation or nonrenewal of the policy during the course of the project. Said insurance shall be maintained and in force during the life of the project and for at least six (6) months after the date of completion of the services anticipated under this Agreement.

16. Termination for Convenience: The SFMD reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the SFMD without penalty or recourse. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the SFMD. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the Agreement shall become the property of and be delivered to the SFMD upon demand. The Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

The undersigned Vendor hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

This Addendum shall be effective on and from the day and year first above written. To the extent this Addendum conflicts with or is inconsistent with any term of the original Agreement referenced above, this Addendum shall control. In all other respects and manner, the original Agreement entered into by and between the parties shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED by the Governing Board of the Superstition Fire & Medical District this ___ day of _____, 201__.

SUPERSTITION FIRE & MEDICAL DISTRICT, a political subdivision of the State of Arizona

By: _____
Board Chair

ATTEST:

Board Clerk

VENDOR Ralph Andersen & Associates

By: Heather Renschler

Name: Heather Renschler

Its: President/CEO

Governing Board Meeting – September 16, 2020

Agenda Item: #7

BOD#: 2020-09-06

Agenda Item Title

Discussion and presentation of revised Policies 1041: Military Leave and 1008 Tuition Reimbursement brought for review at the September 16, 2020 Board Meeting for final approval at the October 21, 2020 Board Meeting.

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

(Military)

As part of continuous improvement, SFMD has reviewed its Military Policy and would like to make a slight adjustment in both policy and practice. The majority of the Military Policy is State and Federal Law, which was not edited.

The last section of the policy relates to SFMD procedure, where we have lined up with the federal fiscal year. This policy change will simplify the process for SFMD payroll and follow the military calendar.

Policy Addition Below

SFMD will provide eligible military employees with a balance of 720 hours every two years. Any remaining of the 720 hours will expire at the end of the two years, and another 720 hours will be issued for the next two year period. The 720-hour distribution will be in-line with the federal military fiscal year, which begins on October 1st, and ends on September 30th. If all 720 hours have been exhausted, the employee may use vacation time or work-trades to cover hours and avoid going into no-pay.

(Tuition Reimbursement)

Through the Labor-Management process, a request was made to adjust the wording in the rank/position requirements section. In the Captian section, change to 5 years' experience with SFMD, thus removing the word consecutive. No other parts of the policy were changed.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Policy – Military Leave 1041

Policy – Tuition Reimbursement 1008

Recommended Motion

No Motion



Go To Item 8

Go to Agenda

Military Leave

1041.1 PURPOSE AND SCOPE

Federal

This policy provides general guidance regarding leave to perform military service as a member of the Reserves or National Guard, or for active duty in the U.S. Armed Forces (Uniformed Services Employment and Reemployment Rights Act (USERRA); 38 USC § 4301 et seq.).

This policy does not address every situation or circumstance that may arise when an employee is performing military service or ordered to active duty. As military leave situations arise, supervisors should consult with the Department of Human Resources or legal counsel to obtain specific guidance regarding military leave rights.

1041.2 POLICY

Federal

The Superstition Fire & Medical District supports employees who may be called or who volunteer to serve in the military. The District will comply with USERRA and state laws relating to military leave.

1041.3 MILITARY LEAVE

Federal

Generally, employees on military leave are entitled to the same rights and benefits that are provided to employees having similar seniority, status and pay who are on furlough or leave of absence (38 USC § 4316).

1041.3.1 LENGTH OF LEAVE

Federal

Employees are entitled to military leave of absence for up to a maximum of five years. Military leave is available for both voluntary and mandatory service (38 USC § 4303; 38 USC § 4312).

There are exceptions to the five-year cumulative total, including inactive duty training (drills), annual training, involuntary recall or retention in support of war, national emergency, certain operational missions, or training or retraining requirements (38 USC § 4312).

1041.3.2 TEMPORARY MILITARY DUTY LEAVE OF ABSENCE

State

An eligible employee who is a member of the National Guard or United States Armed Forces reserves is entitled to temporary military leave for any period for active duty, field training or to attend camps, maneuvers, formations or drills (ARS § 26-168; ARS § 38-610).

An eligible employee who is a member of any auxiliary of the United States Armed Forces is entitled to a temporary military leave not to exceed 30 days in any consecutive two-year period for training duty or to attend camps, maneuvers, formations or drills (ARS § 38-610).

Superstition Fire & Medical District

Policy Manual

Military Leave

For purposes of this section, a day means a shift of work (ARS § 26-168; ARS § 38-610).

1041.4 PROCEDURES AND RESPONSIBILITIES

Federal

Employees requesting military leave shall:

- (a) Provide as much advance notice of the pending service as reasonably possible (38 USC § 4312).
- (b) Provide copies of official orders or other official documentation.
- (c) Select the benefit options desired during absence, if applicable.
- (d) Retain copies of all submitted documents.

Upon receipt of a request, the Superstition Fire & Medical District will determine eligibility for military leave and notify the employee in writing of the determination.

1041.5 COORDINATION WITH CONTRACTS, PRACTICES AND OTHER RULES

Federal

Wherever USERRA has more generous protections and benefits than state or local law, any applicable collective bargaining agreement or local policy or practice, the District will apply the more beneficial right or benefit (38 USC § 4302).

1041.6 LEAVE ACCRUALS

Federal

Employees are not required to use accrued leave while on military leave. However, employees may choose to use accrued annual leave or earned compensatory time, at their discretion (38 USC § 4316).

Employees will not accrue sick days or paid time-off days during any period of military leave without pay. However, upon return, military leave time will be included in determining leave accruals. For example, if vacation accrual increases from two weeks to three weeks upon completion of five years of service, then a person who works for two years, serves two years on active duty and then returns, would be entitled to three weeks of vacation one year after reemployment.

1041.7 COMPENSATION

State

During approved military leave, employees are entitled to compensation as follows (ARS § 26-168; ARS § 38-610):

- (a) An eligible employee who is a member of any branch or reserve of the United States Armed Forces is entitled to 30 calendar days of paid leave in any consecutive two-year period for training duty or to attend camps, maneuvers, formations or drills.

Superstition Fire & Medical District

Policy Manual

Military Leave

- (b) An eligible employee who is a member of the National Guard or the National Disaster Medical System is entitled to 30 calendar days of paid leave in any consecutive two-year period for training duty.

1041.7.1 HEALTH CARE BENEFITS

Federal

Employees on approved military leave may elect to purchase continuing health care coverage for a period of time that is the lesser of:

- (a) The 24-month period beginning on the first day of the employee's absence for military leave.
- (b) The period beginning on the first day of the employee's absence for military leave and ending on the date that he/she fails to return from service or apply for reemployment.

If the duration of an employee's approved military service is less than 31 days, the employee may purchase continuing health care coverage under the district's health plan for no more than the regular employee share. If the approved military service is 31 days or more, the District will charge the employee for no more than 102 percent of the full premium of the health care plan (38 USC § 4317).

1041.8 RETURN FROM DUTY

Federal

Employees returning from approved military leave of absence must report to work as follows (38 USC § 4312):

- (a) For periods of service less than 31 days, employees must report back to work no later than the beginning of the first shift that begins on the first full day that follows the end of the employee's service period, plus a reasonable time to travel to the employee's residence, plus eight hours. If reporting within this period is impossible or unreasonable through no fault of the employee, the employee must return as soon as possible after expiration of the eight-hour period.
- (b) For periods of service of more than 30 days but less than 181 days, employees must submit an application for reemployment no later than 14 days after completing service, or, if impossible or unreasonable to do so through no fault of the employee, no later than the next first full calendar day when it is possible to do so.
- (c) For periods of service of more than 180 days, employees must submit an application for reemployment no later than 90 days after completion of service.

Employees who are recovering from an illness or injury incurred in or aggravated during military service must report to the District or apply for reemployment as provided in this policy at the end of the period necessary to recover from such illness or injury. The recovery period may not exceed two years, except when circumstances beyond the employee's control exist.

An employee who fails to report or apply for reemployment in a timely manner will be subject to the district's rules of conduct and established policies covering absence from scheduled work.

Military Leave

1041.9 REEMPLOYMENT RIGHTS

State

An employee returning from an approved temporary military duty leave of absence is generally entitled to reinstatement to the position and benefits he/she would have attained if not absent for military duty or, in some cases, a comparable job (ARS § 26-168).

1041.9.1 FORMER POSITION

Federal

An employee returning from approved regular active military leave is entitled to reinstatement in the position that he/she would have attained had the employee not taken leave. If the leave exceeded 90 days, the employee is also entitled to a position of like seniority, status and pay (38 USC § 4313).

If an employee returning from approved military leave is not able to perform the essential duties of the position the employee would have attained, the District will make reasonable efforts to help the employee become qualified (20 CFR 1002.198). If the employee remains unable to perform the essential duties of the position after the district's reasonable efforts, the employee is entitled to his/her previously held position at the time of departure or, in the case the leave exceeded 90 days, a position of like seniority, status and pay. Where an employee remains unqualified for both of these positions after reasonable efforts by the District, the employee is entitled to the nearest approximation to these positions (38 USC § 4313).

When a returning employee cannot become qualified because of a disability incurred in or aggravated during uniformed service, the District, after making reasonable accommodations, must find a position of equivalent seniority, status and pay for which the employee is qualified, or the nearest equivalent (38 USC § 4313; 20 CFR 1002.198).

1041.9.2 COMPENSATION AND BENEFITS

Federal

Upon return from regular active military duty, an employee is entitled to seniority and seniority-based rights and benefits, including, but not limited to:

- (a) Receiving credit for the time spent in uniformed service under honorable conditions for purposes of seniority, retirement, promotion and merit salary increases (20 CFR 1002.210).
- (b) Receiving credit for time spent on approved military leave for purposes of calculating eligibility for leave under the Family and Medical Leave Act (20 CFR 1002.210).
- (c) Returning to the level in the salary range that the employee would have attained had he/she not left on approved military leave (20 CFR 1002.236).
- (d) Receiving the same contribution to retirement benefits upon reemployment that the District would have contributed had he/she not taken leave (20 CFR 1002.261).

Superstition Fire & Medical District

Policy Manual

Military Leave

- (e) Being treated as not having a break in service for purposes of participation, vesting and accrual of pension benefits (38 USC § 4316; 38 USC § 4318).
- (f) Reenrolling in district health benefits without any waiting period.
- (g) Restoring benefits that were elected by the employee and his/her dependents at the time military service began, as well as to any other benefits that began during the leave for which the employee would reasonably have become eligible (ARS § 26-168).

1041.9.3 EMPLOYEE REEMPLOYMENT RESPONSIBILITIES

Federal

An employee returning from approved regular active military leave is entitled to reinstatement rights only if he/she (38 USC § 4312):

- (a) Has given advance written or verbal notice of such service, unless precluded by military necessity.
- (b) Has served in the uniformed service for no more than five years cumulatively while employed at the Superstition Fire & Medical District, except as provided in 38 USC § 4312(c).
- (c) Has been issued a discharge under honorable conditions.
- (d) Reports to the Superstition Fire & Medical District or applies for reemployment in a timely manner as provided in this policy.
 - 1. In the case that the approved military leave exceeds 30 days, submits documentation showing:
 - (a) The application for reemployment is timely.
 - (b) The employee has not exceeded the cumulative five-year limit of service in the uniformed services, except as provided in 38 USC § 4312(c).

1041.9.4 DISTRICT REEMPLOYMENT RESPONSIBILITIES

Federal

The District shall promptly reinstate employees entitled to reinstatement but no later than 14 days after a request for reinstatement. In the case of unusual circumstances, the District shall reinstate employees as soon as practicable (20 CFR 1002.181).

The District is not required to reemploy a person after approved military leave if any of the following conditions exist (38 USC § 4312):

- (a) The district's circumstances have so changed as to make such reemployment impossible or unreasonable.
- (b) Such reemployment would impose an undue hardship upon the District.
- (c) The person held a nonrecurrent job for a brief period of time and had no reasonable expectation that such employment would continue.

Superstition Fire & Medical District

Policy Manual

Military Leave

Supervisors should consult with the Department of Human Resources or legal counsel before determining whether any of these conditions exist.

1041.10 RETENTION

Federal

An employee who is reinstated after returning from approved military leave may not be discharged, except for cause (38 USC § 4316; 20 CFR 1002.247):

- (a) For 180 days after the date of reemployment if the most recent period of military service was more than 30 days and less than 181 days.
- (b) For one year after the date of reemployment if the most recent period of military service was more than 180 days.

1041.11 DISCRIMINATION AND RETALIATION PROHIBITED

Federal

Discrimination or retaliation against any employee for participation in military service is prohibited, whether the employee volunteers or is ordered to active military service (38 USC § 4311; ARS § 23-1501; ARS § 26-167).

1041.12 PROCEDURE

Agency Content

SFMD will provide eligible military employees with a balance of 720 hours every two years. Any remaining of the 720 hours will expire at the end of the two years, and another 720 hours will be issued for the next two year period. The 720-hour distribution will be in-line with the federal military fiscal year, which begins on October 1st, and ends on September 30th. If all 720 hours have been exhausted, the employee may use vacation time or work-trades to cover hours and avoid going into no-pay.

Tuition Reimbursement

1008.1 PURPOSE AND SCOPE

Agency Content

SFMD is dedicated to providing professional development opportunities for all employees and recognizes this development of its employees as an important element of its organizational mission. Each employee's individual growth is distinguished as a contributing factor to the growth of the fire district. This program provides financial assistance for courses that are required to expand the employee's knowledge and improve overall job skills, job-related requirements or complete a college degree program.

1008.2 POLICY

Agency Content

- (a) To qualify for tuition reimbursement, full-time employees must have successfully completed initial regular employment probation prior to the first day of the course.
 1. Tuition will be reimbursed for the following types of training or education:
 - (a) Coursework that is directly job-related or expands the employee's overall job skills.
 - (b) Coursework that will allow the employee to become more promotable within the fire district.
 - (c) Coursework that is required for a degree (Associates, Bachelors, Masters, or Doctoral) in a curriculum program.
 - (d) Coursework that is a beneficial skill set for SFMD, as determined by the Fire Chief.
- (b) All tuition reimbursement is subject to budget availability and discretion of the Fire Chief or designee. The Fire Chief or designee may prioritize approval of this program and limit tuition reimbursement funds to employees whose degree programs are in the line with and closely support the district's written mission and strategic initiatives.
- (c) Tuition will be reimbursed only for schools of which accreditation has been awarded from one of the following accrediting associations: Northwest Association, Middle States Association, New England Association, North Central Association, Southern Association, Western Association, or the accrediting association affiliated with the type of course offered. Accreditation information is available from each school.
- (d) A change to the approved original request for Pre-Approval Form (for courses added or dropped) must be submitted within 30-days of the course start date using an additional Request for Pre- Approval Form.

1008.3 REIMBURSEMENT

Agency Content

Superstition Fire & Medical District

Policy Manual

Tuition Reimbursement

- (a) Upon submission of all required paperwork, an employee may be reimbursed for tuition fees only.
- (b) For those courses that were preapproved by the Fire Chief or designee prior to start of the course.
- (c) Upon course completion and verification of grade requirements.
- (d) Proof of paid tuition fees for the course(s) from the school or school's website or payment receipt, grade report, and completed Request for Reimbursement Form must be submitted to the HR Office.
- (e) Employees must receive a "C" grade or higher in a course given by an accredited college, university, or authorized technical/trade/business school. Reimbursement will be paid at 100% for an A grade, 80% for a B grade, and 70% for a C grade. Pass or fail classes are not reimbursable.
- (f) Copy(ies) of the official grade report(s) and request for reimbursement must be submitted within 45-days from the end date of the course. Some graduate level programs may set higher standards for continued enrollment; therefore, the District will follow the grade standard set by the university.
- (g) The maximum amount of reimbursement per employee will be \$7,800 per fiscal year. All 100 and 200 level classes will be based on the tuition rates of Central Arizona College, no matter what university or institution they are taken. All 300 level, 400 level, and graduate level courses will be paid at the tuition rates of the attending university.
- (h) Employees shall not be reimbursed for the cost of normal academic expenses such as administration fees, lab fees, books, recreation fees, etc.

The amount of reimbursement should be reduced by any financial assistance the employee receives from any outside source. However, Veteran's Administration assistance and student loans are not considered financial assistance for purposes of reimbursement. When applying for tuition reimbursement, the employee must notify the HR Office or designee of any financial assistance received from outside sources other than Veteran's Administration assistance or student loans.

1008.4 REPAYMENT

Agency Content

Employees who voluntarily terminate employment within 24-months from the date the tuition reimbursement check was issued should be required to reimburse the fire district. Employees will be required to repay the paid amounts prorated at 1/24 per month. Retirement is considered a voluntary termination. Repayment of tuition will not be required for employees who are dismissed or resign in lieu of dismissal.

1008.5 ADDITIONAL REQUIREMENTS

Agency Content

- (a) Employer-paid expenses for coursework are taxed, if applicable, based on the current IRS Code Section 127 policies.

Superstition Fire & Medical District

Policy Manual

Tuition Reimbursement

- (b) The SFMD has the right to audit the employee's educational and financial records that may be contained in the employee's records at the institution attended. Any right that the employee may have pursuant to the Family Education Rights and Privacy Act of 1974, or any similar act, are waived by acceptance of tuition reimbursement.
- (c) There will be no exceptions to this policy regardless of the extenuating circumstances; therefore, there will not be an appeals procedure.

See attachment: [Education Requirements.pdf](#)

Attachments

Education Requirements.pdf

RANK/POSITION REQUIREMENTS		
Rank/Position	Years of Experience	Education
Firefighter	N/A	High School Diploma/GED
Engineer	3 Consecutive Years' Experience with SFMD	PREREQUISITES: FSC 111/FSC 117/ FSC 118 or SFMD Driver Operator or Arizona State Fire Marshal Driver/Operator in lieu of FSC 111
Captain	5 Consecutive Years' Experience with SFMD	Associates Degree Fire Science, Business or related field
Battalion Chief/ Division Chief	7 Consecutive Years' Experience with SFMD with 2 Consecutive Years as an SFMD Captain	Bachelor's Degree Fire Science, Business or related field
Deputy Chief	7 Consecutive Years' Experience with SFMD with 2 Consecutive Years as an SFMD Battalion Chief	Bachelor's Degree Fire Science, Business or related field
Assistant Chief	10 Consecutive Years' Experience with SFMD with 2 Consecutive Years as a Battalion or above	Bachelor's Degree Fire Science, Business or related field

ASSIGNMENT REQUIREMENTS		
Assignment	Requirements/Years of Experience	Additional Certifications
Battalion Safety Officer	Must currently hold the rank of Captain and 5 consecutive years of experience with SFMD	Incident Safety Officer (ISO) within 1 year
Training Captain	Must currently hold the rank of Captain and 5 consecutive years of experience with SFMD	



Superstition Fire & Medical District Education Requirements

RANK/POSITION REQUIREMENTS		
Rank/Position	Years of Experience	Education
Firefighter	N/A	High School Diploma or GED
Engineer	3 Consecutive Years' Experience with SFMD	PREREQUISITES: FSC111/FSC117/FSC118 or SFMD Driver Operator or Arizona State Fire Marshal Driver/Operator in lieu of FSC111
Captain	5 Consecutive Years' Experience with SFMD	Associates Degree in Fire Science, Business, or related field
Battalion Chief/ Division Chief	7 Consecutive Years' Experience with SFMD with 2 Consecutive Years as an SFMD Captain	Bachelor's Degree in Fire Science, Business, or related field
Deputy Chief	7 Consecutive Years' Experience with SFMD with 2 Consecutive Years as an SFMD Battalion Chief	Bachelor's Degree in Fire Science, Business, or related field
Assistant Chief	7 Consecutive Years' Experience with SFMD with 2 Consecutive Years as an SFMD Battalion Chief or above	Bachelor's Degree in Fire Science, Business, or related field

ASSIGNMENT REQUIREMENTS		
Assignment	Requirements/ Years of Experience	Additional Certifications
Battalion Safety Officer	Must currently hold the rank of Captain and 5 consecutive years of experience with SFMD	Incident Safety Officer (ISO) within 1 year
Training Captain	Must currently hold the rank of Captain and 5 consecutive years of experience with SFMD	N/A

Governing Board Meeting – September 16, 2020

Agenda Item: #8

BOD#: 2020-09-07

Agenda Item Title:

Discussion, presentation, and possible approval of the 2020/2021 Operational Plan and possible adoption of Resolution 2020-09-16-11, formally adopting the 2020/2021 Operational Plan.

Submitted By:

Fire Chief Mike Farber

Administrative Director Anna Butel

Background/Discussion:

Each year SFMD produces an Operational plan. This document serves as the guide to for our fire district. Each department outlines its specific goals and objectives that align with the District’s mission, vision, and values.

Financial Impact:

N/A

Enclosure(s):

Resolution 2020-09-16-11

*FY 2020/2021 Operational Plan under separate cover

Recommended Motion:

“Motion to approve the Fiscal Year 2020/2021 Operational Plan and to adopt Resolution 2020-09-16-11 fully adopting the 2020/2021 Operational Report.”



Go to Item 9

Go to Agenda

RESOLUTION 2020-09-16-11
Superstition Fire and Medical District Medical
ADOPTING THE 2020/2021 OPERATIONAL PLAN

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING THE 2020/2021 SFMD OPERATIONAL PLAN.

WHEREAS, the Board acknowledges the importance of having an Operational Plan each Fiscal Year to determine the strategic initiatives set for the year; and

WHEREAS, the Operational Plan continually has linkage to the SFMD Declaration of Ideals, the Code of Conduct, and the SFMD Strategic Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AS FOLLOWS:

That the Superstition Fire & Medical District Board of Directors fully adopts the 2020/2021 SFMD Operational Plan.

PASSED AND ADOPTED THIS SIXTEENTH DAY OF SEPTEMBER 2020 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Jason Moeller, Board Director

Larry Strand, Board Director

Jeff Cross, Board Director



2020-2021

SUPERSTITION FIRE & MEDICAL DISTRICT OPERATIONAL PLAN



*Serving the communities of Apache Junction,
Gold Canyon, and the surrounding area since 1955*

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Message from the **FIRE CHIEF**



I am proud to present the Superstition Fire & Medical District's (SFMD) 2020 Operational Plan. I consider this to be one of the crucial documents of the SFMD because it serves as the guide for our future.

This plan is a collaborative effort between all District staff members, the governing board, and the labor group. Our highest priorities focus on improving service delivery, implementing technology, and creating and managing the District's annual budget.

The most valuable asset of SFMD is our people, and through our collective efforts, we will achieve the vision described within this plan. As dedicated firefighters, paramedics, emergency medical technicians, and public servants, we are committed to continuous improvement and the perpetual development of our establishment.

In summary, all endeavors supported in this document are intended to enhance service delivery to all stakeholders, elevate organizational performance, uphold morale, and advance to the prominence of the fire district.

Sincerely,

MIKE FARBER

Fire Chief



OPERATIONAL PLAN

DESCRIPTION

The Operational Plan is the supporting document to the Strategic Plan and takes into account the Divisions defined by the Fire District. These goals and objectives provide the framework and direction the fire district will follow over the next year and, in some cases, beyond.

The Operational Plan is evaluated on an annual basis and updated as items are completed. Some of the goals and objectives are long term and will require yearly evaluation, while others are short term and will be assessed upon completion.

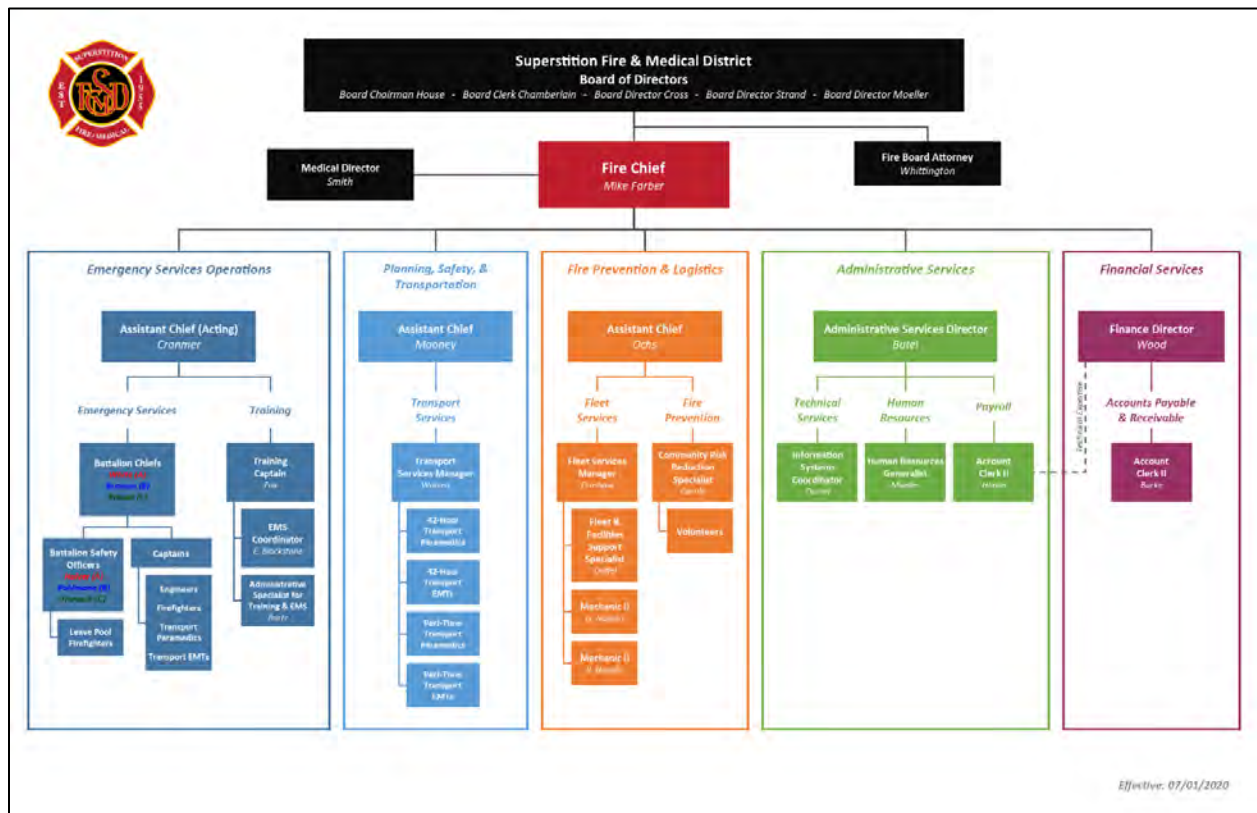
The goals in this document are italicized and the objectives or specific steps that are required to achieve the goal.



ORGANIZATIONAL STRUCTURE

Under the direction of the Board of Directors, the Fire Chief and the Senior Leadership Team directs the Superstition Fire & Medical District's day-to-day operations and processes. The Senior Leadership Team consists of three Assistant Chiefs and two Directors, who each lead their respective divisions.

This Operational Plan mirrors the Organizational Chart and provides guidance for each division and its subsequent departments for the upcoming fiscal year. The goals and objectives outlined in the Operational Plan are the roadmap for each member of SFMD to accomplish the tasks laid out for this fiscal year.



**A full-size Organizational Chart and Programs & Responsibilities Chart can be found at the back of the Operational Plan*



FIRE CHIEF

Cancer Prevention and Education Efforts

According to research conducted by the National Institute for Occupational Health and Safety (NIOSH) and the International Association of Fire Fighters (IAFF):

- *Cancer caused 61% of the line-of-duty deaths for career firefighters between January 2002 and March 2017.*
- *Cancer caused 70% of the line-of-duty deaths for career firefighters in 2016.*
- *Firefighters have a 9% higher risk of being diagnosed with cancer and a 14% higher risk of dying from cancer when compared to the general U.S. population.*

In August 2020, the Superstition Fire & Medical District was awarded the Assistance for Firefighters Grant (AFG) for \$208,359 to complete a comprehensive cancer screening for all district employees. All employees will be given education on their cancer risk and the screening tests that are available for early detection.

GOALS AND OBJECTIVES

Implement a comprehensive plan to combat firefighter exposure to toxic carcinogens and complete district-wide cancer screenings and education for all members.

- Upgrade existing primary response apparatus to "Clean Cab" standards, including replacement of fabric seats with vinyl and the relocation of SCBAs to exterior truck compartments.
- Ensure all district members complete a comprehensive cancer screening to promote early detection.
- Purchase a diesel exhaust filtration system for all primary apparatus stored inside of fire station bays and ambulances. This will reduce personnel and equipment exposure to exhaust contaminants and harmful carcinogens. Additionally, this will eliminate the need to maintain the current Air Filtration Systems (AirVac) mounted in the Fire Station Bays.



EMERGENCY SERVICES DIVISION

The Superstition Fire & Medical District provides effective emergency services for the community we serve. As a public safety agency charged with preserving life, protecting property, and critical infrastructure, our stakeholders deserve nothing less than the highest quality of service from us. To do this requires a sustained effort and constant evaluation of our current policies, core values; business and human resource practices; and the vital equipment used in the performance of our duties. As dedicated firefighters, paramedics, and public servants, we are committed to continuous improvement and the perpetual development of our establishment. In summary, all endeavors supported in this domain are intended to enhance service delivery to all stakeholders, elevate organizational performance, uphold morale, and advance the prominence of the fire district.

GOALS AND OBJECTIVES

Develop and conduct fire and EMS training to improve operational effectiveness while providing for safety.

- Conduct monthly Operations Meetings with Battalion Chiefs.
- Facilitate and conduct quarterly Captains Conferences.



The Superstition Fire & Medical District ensures that our fire and EMS units are achieving their operational turnout and response times, as it pertains to NFPA 1710 and AZDHS compliance.

- Monitor performance reports that include: training hours, turnout times, response times, fire loss, cardiac saves, and sick time usage.

Ensure data collection and documentation of daily shift operations are accurate and completed promptly.

- Complete and update daily TeleStaff roster to ensure crew assignments are accurate for NFIRS report unit information and Payroll records.

Monitor and review all fire-based training hours.

- Ensure completion of all ISO required training.
- Ensure completion of Incident Command training for appropriate suppression personnel.
- Facilitate and evaluate minimum company standards (MCS) for all suppression personnel.
- Review all Task Books for Captain and Engineer.

Ensure all equipment and personal protective equipment are tested and inspected as needed.

- Facilitate and document annual hose testing.
- Facilitate annual SCBA mask fit testing for all suppression employees.
- Facilitate annual N95 mask fit testing for all emergency service employees.
- Complete semi-annual PPE inspections to include turnouts, wildland gear, and TRT gear.





Maintain all self-contained breathing apparatus (SCBA) equipment to industry standards for the safety and protection of all suppression personnel.

- Complete monthly calibration of gas monitors.
- Complete hydrostatic testing for SCBA bottles.
- Complete semiannual replacement of all SCBA pack batteries.
- Manage and update inventory of all SCBA equipment throughout the year.





Enhance Technical Rescue service delivery.

- Members must attend 70% of regional and in-house training and demonstrate the standards of the different TRT disciplines.
- Participate as instructors at the quarterly regional TRT training events.
- Balance the level of team members and bring on new members as staffing levels change.
- Purchase new equipment that is essential to staying at or ahead of industry standards.
- Replace gear and equipment that has reached its end of life cycle.
- Facilitate a TRT testing process for the 2020-2021 fiscal year.





Enhance Wildland firefighter safety through key awareness initiatives, training, and table-top exercises with all Engine Bosses.

- Complete the 130 and 190 Wildland refresher course for the Wildland team members.
- Provide shift training on wildland tactics and strategies in the early spring.
- Complete Red Card certifications by the end of February 2021.
- Work directly with State Fire in coordinating additional training during wildland season.
- Provide UTV Training to members of the Wildland Team.
- Maintain current equipment levels and update tools as necessary.
- Update the current state contract with the addition of PSPRS costs and apply UTV for EMS call out request.



Facilitate and complete the following fire training:

- Quarterly fire training
- Annual night drill
- Incident command
- Natural gas safety
- Electrical, solar panel, and battery storage safety
- Active shooter drill
- Chief officer/company officer command level training
- Annual driver training/EVOC for all suppression and transport services personnel
- Continue to evaluate and improve data collection in Target Solutions training records management system.





Identify areas of need and develop training programs to assist our members in becoming more proficient in emergency medical service delivery.

- Facilitate and complete quarterly EMS training and continuing education classes.
- Complete recertification processes for all Paramedics and EMTs.
- Complete biannual ACLS and PALS training.
- Participate in state and regional EMS committees in an effort to stay updated on new techniques and procedures.



PLANNING, SAFETY, & TRANSPORTATION DIVISION

GOALS & OBJECTIVES

Develop a robust firefighter wellness program that provides for the overall health for all members of the SFMD.

- Complete annual physicals for all suppression personnel.
- Assist with cancer screenings for all personnel.
- Continue to assess and improve physical fitness facilities located at each fire station.
- Research, develop, and implement a method of tracking hazardous incidents exposure in NFIRS and/or another viable option.





Ensure compliance with the Arizona Department of Health (AZDHS) standards and regulations.

- Monitor and report monthly, annual, and certificate of necessity (CON) term response times to maintain compliance with AZDHS CON standards.
- Complete annual ambulance inspections with AZDHS inspector.
- Continue to manage ambulance reimbursement rates per AZDHS statutes and apply for increases as needed.



Continue to monitor billing reimbursement for Transport Services

- Facilitate relationships between SFMD, R1 (billing company), and PCS (collections agency).
- Provide oversight for pre-billing CQI, and reconcile transport reports to the billing company.
- Review reimbursement rates on each transport to ensure the appropriate rate has been collected.
- Research and manage all billing related matters (collections, refunds, insufficient payments, disputes, hardships).

Ensure adequate staffing levels for Transport Services units.

- Maintain sufficient hiring lists for Paramedic and EMT positions.
- Complete hiring processes as positions are vacated.
- Facilitate new hire onboarding and training as needed.





Continue the accreditation status with the Commission on Fire Accreditation International (CFAI).

- Complete all required training as the Accreditation Officer.
- Facilitate the accreditation process with the Standards of Cover and the Self-Assessment across all departments in the District.

Acquire through annexation the land south of Baseline in conjunction with the City of Apache Junction.



FIRE PREVENTION & LOGISTICS DIVISION

GOALS & OBJECTIVES

Ensure public and firefighter safety through consistent and professional enforcement of the Uniform Fire Code and provide timely information to the officers and members of the Fire District.

- Adopt the latest edition of the International Fire Code and various amendments.
- Update all Fire Prevention Directives (preparation for Accreditation)
- Update all Fire Prevention Policies (Lexipol)
- Complete 8 Pre-Fire Plans
- Select one employee to attend Fire Investigation Training
- Establish a Contract Fire Inspector for business inspections
- Establish a Contract Fire Investigator
- Implement ImageTrend Elite Inspection Module
- Create and implement a business inspection program for suppression crews
- Implement "Bluebeam Revu" with the City of Apache Junction Building Service (Plan review software)





Support data collection efforts for improved organizational planning and decision-making.

- Research capabilities of the RTA fleet record management system to increase data collection.
- Establish operational costs for each fire station.

Continue to maintain and upgrade district communications equipment per the capital replacement schedule.

- Purchase of 10 Viking Multi Band 7/800+VHF Radios. Will be designated for Transportation Staff and Administrative Staff.
- Purchase of 6 Motorola 8000 XE Multi Band Radios. Scheduled replacements for Suppression Staff.



Complete all scheduled facilities updates and renovations, and all Facilities repair requests as they are reported.

- Complete any repairs/replacements as they are reported to Facilities.

Maintain, evaluate, and procure apparatus and equipment that increases service delivery efficiencies.

- Take delivery of and place in service, a new Pierce Velocity Custom Pumper.
- Evaluate various tools, equipment, hoses and nozzles to enhance fire suppression abilities.
- Building and installing an interior cabinet in primary Engine and Ladder Company apparatus for the storage of Ballistic Vests and helmets.
- Purchase an EDraulic 2 Combi Tool for Engine 265.

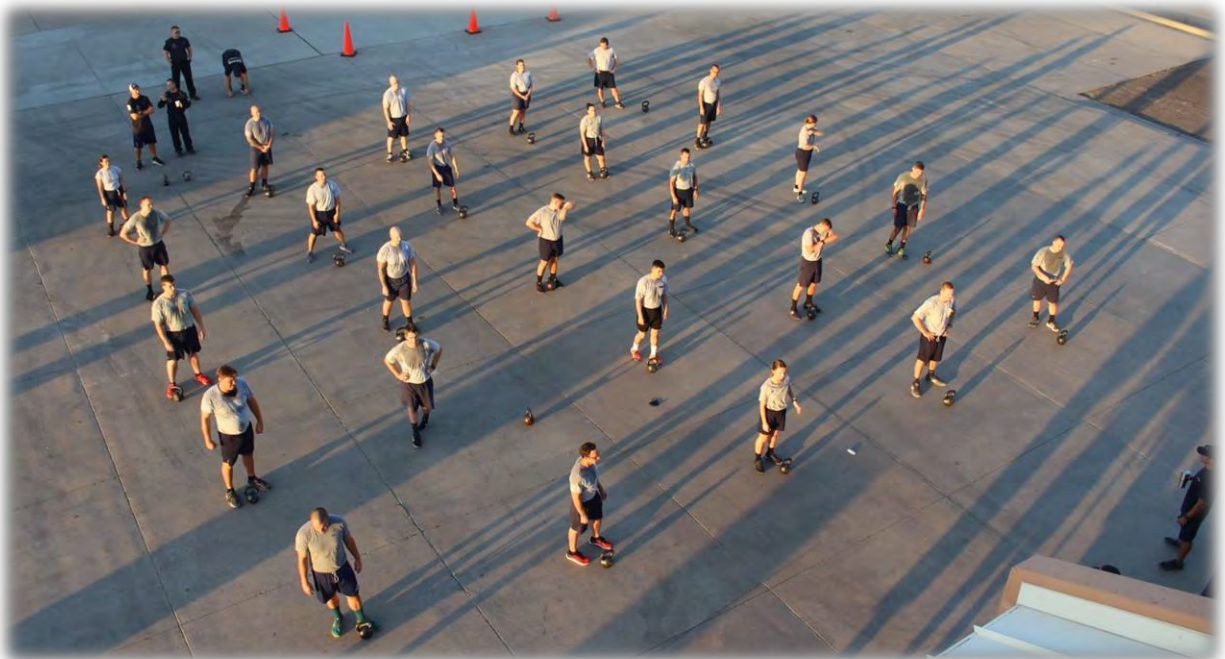


ADMINISTRATIVE SERVICES DIVISION

GOALS AND OBJECTIVES

Provide effective and efficient Human Resource services to members of the SFMD.

- Assist with the fire chief recruitment process between Ralph Andersen and the SFMD Fire Board.
- Onboard five firefighters to begin the October 12, 2020, Phoenix Fire Academy.
- Maintain staffing levels for suppression per the SAFER grant requirements.
- Onboard transportation personnel as needed.
- Facilitate the Captain's promotional testing process.
- Maintain electronic employee records in compliance with records retention laws.
- Complete and maintain appropriate Workers' Compensation claims, paperwork, and files for all on-the-job injuries.
- Evaluate and implement a Human Resources Software application.



Continue to improve data collection and reports to provide the Senior Leadership Team with additional statistical information for data-driven decision-making.

- Provide response time reports for company officers to measure their effectiveness as it pertains to operational response times (dispatch, turnout, arrival times, effective response force).
- Compile, produce, and present the 2021-2022 Annual Report.
- Compile, produce, and present the 2021-2022 Operational Plan.



FINANCIAL SERVICES DIVISION

GOALS AND OBJECTIVES

Develop a budget that is fiscally responsible, balanced, and visible to our stakeholders, community, and members.

- Create a budget planning calendar to provide clarity and direction to budget managers.
- Facilitate the review and evaluation of budget decision packages for the next fiscal year.
- Submit a budget to the Board of Directors for approval that accounts for projections, sustainability, and the long-term financial health of the fire district.

Facilitate the annual audit for the previous fiscal year in compliance with ARS § 48-253

Facilitate the collection of payments for out-of-district responses.

Prepare and submit the Annual Revenue & Cost Report (ARCR) required by AZDHS.

Effectively manage cash to ensure sufficient liquidity for suppression, transport, and capital operations.

Ensure accurate and timely payroll and payables processing.



LABOR – LOCAL 2260

GOALS AND OBJECTIVES

The Labor/Management team will work to make SFMD more effective as an organization. Efforts will focus on the total commitment to the quality of our services – internally and externally.

- Complete the annual update of the Memorandum of Understanding.
- Participate and support in the planning of the annual employee benefit selections.
- Support the development and retention of quality employees by promoting professional development opportunities.
- Support and participate in the development of all cancer initiatives.
- Support and participate in all promotional processes.
- Add value to the fire chief recruitment process by participating when designated by the fire-board.



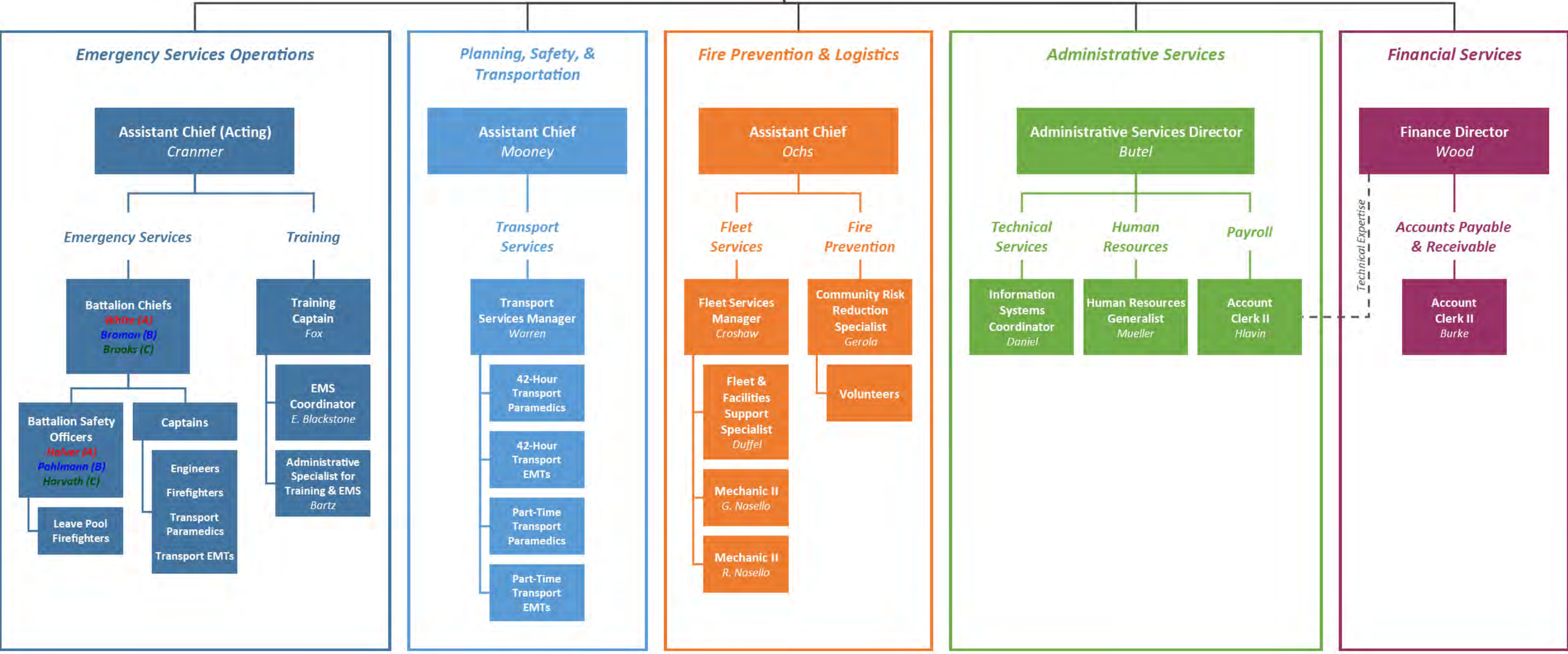


Superstition Fire & Medical District
Board of Directors
Board Chairman House - Board Clerk Chamberlain - Board Director Cross - Board Director Strand - Board Director Moeller

Medical Director
Smith

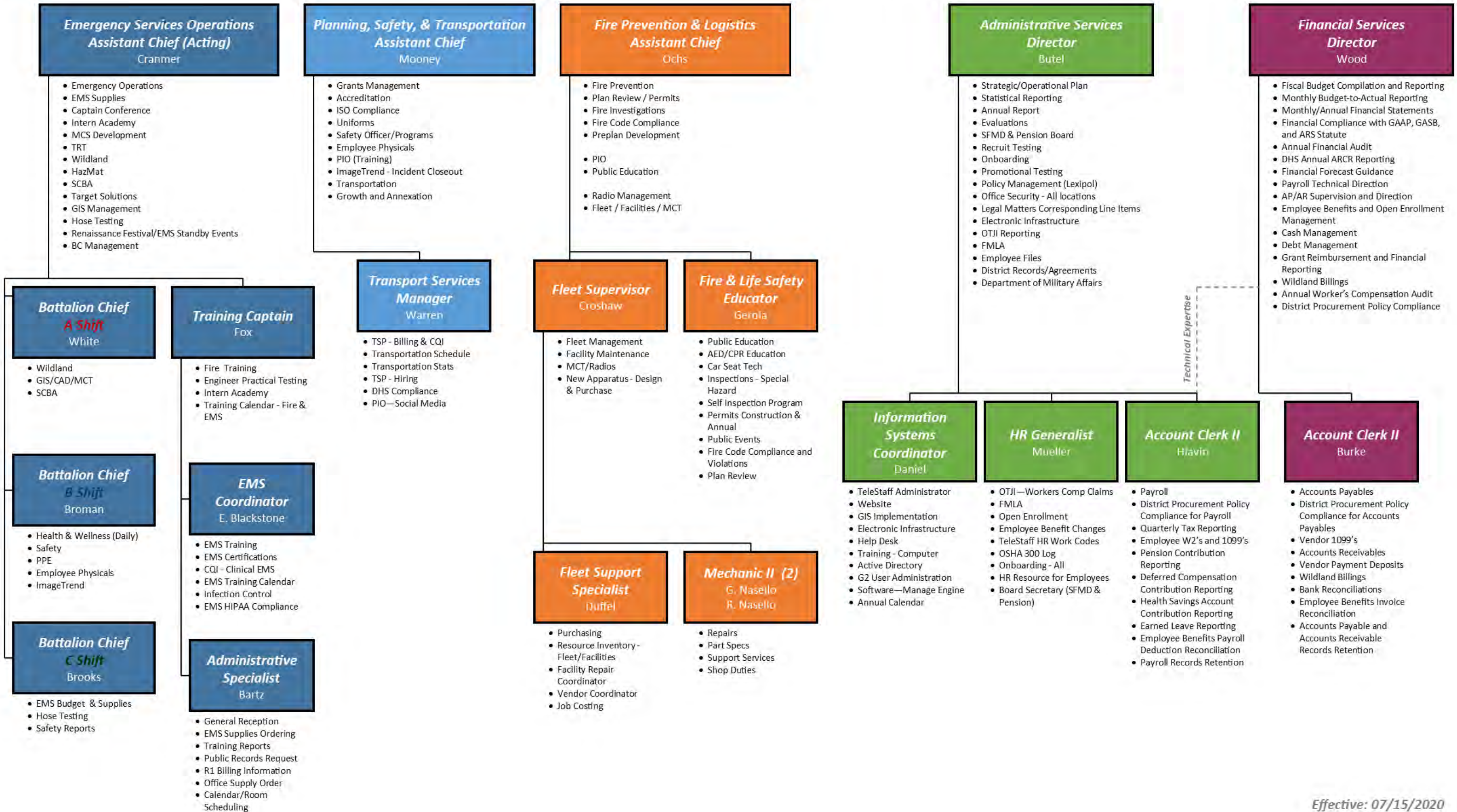
Fire Chief
Mike Farber

Fire Board Attorney
Whittington





Programs and Alignment of Duties



Governing Board Meeting – September 16, 2020

Agenda Item: 9

BOD#: 2020-09-08

Agenda Item Title

Reports

Background / Discussion

This item is for the fire chief and his staff to share information with the Board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the Board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- **Senior Leadership Team**
- **Labor**

Recommended Motion:

N/A



Go to Item 10

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Governing Board Meeting – September 16, 2020

Agenda Item: #10

BOD#: 2020-09-09

Agenda Item Title

Possible vote to go in to Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation and ARS §38-431.03(A)(3) for legal advice. (BOD #2019-12-11)

- a) Confirmation that the fire chief has received at least 24 hours advanced notice of this proposed executive session for the fire chief to determine whether the performance evaluation should occur during the public session.
- b) Note that executive sessions are confidential pursuant to ARS §38-431.03(C)

Submitted By

Legal Counsel William Whittington

Background/Discussion

SFMD Board of Directors periodically evaluate performance of the Fire Chief.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

N/A

Recommended Motion

"Motion to go into Executive Session pursuant to ARS §38-431.03(A)(1) at (STATE TIME) for personnel matters regarding the fire chief's performance evaluation and ARS §38-431.03(A)(3) for legal advice"



Go to Item 11

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Governing Board Meeting – September 16, 2020

Agenda Item: #11

BOD#: 2020-09-10

Agenda Item Title

Discussion and possible action regarding the Fire Chief Performance Evaluation.

Submitted By

Legal Counsel William Whittington

Background/Discussion

SFMD Board of Directors periodically evaluate the performance Fire Chief.

Financial Impact(s)/Budget Line Item

Enclosure(s)

N/A

Recommended Motion

TBD



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Governing Board Meeting – September 16, 2020

Agenda Item: 12

BOD#: 2020-09-11

Agenda Item Title

New Business / Future Agenda Items

Submitted By

Board of Directors

Background/Discussion

This item is used as a placeholder to discuss New Business / Future Agenda Items, the Board may want on a future agenda.

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

N/A



Go to Item 13

Go to Agenda

Governing Board Meeting – September 16, 2020

Agenda Item: 13

BOD#: 2020-09-n/a

Agenda Item Title

Announcements

Background / Discussion

The BOD and staff may share and discuss items to be placed on future BOD agendas.

Recommended Motion:

N/A



Go to Item 14

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Governing Board Meeting – September 16, 2020

Agenda Item: 14

BOD#: 2020-09-12

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from August 19, 2020

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

The board meeting minutes of the previous meeting(s) are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

August 19, 2020 Board Meeting Minutes





Superstition Fire & Medical District

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Fax (480) 983-7443

Governing Board Meeting Minutes

August 19, 2020

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, AUGUST 19, 2020. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC \(VIA CONFERENCE CALL\) AND BEGAN AT 5:31 PM.](#)

A. Call to Order

Chairman House called the meeting to order at 5:31 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Chairman House

C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Kathleen Chamberlain, and Director Jeff Cross. Director Larry Strand attended the meeting via conference call. Director Jason Moeller was not present.

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Assistant Chief Rick Ochs, Finance Director Roger Wood, Acting Assistant Chief Jeff Cranmer and Administrative Services Director Anna Butel. Legal Counsel William Whittington attended via conference call.

1. Review and approval of the July 2020 financial reports and bank reconciliations. (BOD #2020-08-01)

Motion by Director Cross to approve the July 2020 financial reports and bank reconciliations.

Seconded by Director Strand

Vote 4 ayes, 0 nays, **MOTION PASSED.**

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-08-02)

Historical Review

Apache Junction Fire District Dispatch



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August 2020 Service Anniversaries

31 Years of Service: Captain/Paramedic **Andy Kuhn**

19 Years of Service: Firefighter **Paul Gruetzmacher**

19 Years of Service: Firefighter **Mark Widick**

16 Years of Service: Captain/Paramedic **Jon Williamson**

13 Years of Service: Administrative Assistant II **Kelly Bartz**

5 Years of Service: Account Clerk Specialist **Lori Hlavin**

5 Years of Service: Transportation Services Manager **Billy Warren**

4 Years of Service: Firefighter/Paramedic **Clint Musgrave**

PROMOTIONS – July 1, 2020:

Captain Ryan Ledbetter

Captain Bryan Heun

Engineer Jay Nelson

Engineer Colt Weddell

Engineer Jason Chapman

3. Call to the Public. (BOD #2020-08-N/A)

Due to the Covid-19 virus, the Board Meeting was a closed-door meeting to the public. A notice was posted on our website, front door, Regional Training Center and Station 264 with our conference call number and pin code if anyone from the public wanted to call in and listen to the meeting. There was no person from the public over the conference phone.

NONE

4. Consideration and possible approval of all consent agenda items listed below (BOD #2020-08-03):

A. Board Meeting Minutes from July 15, 2020

Motion by Director Cross to approve all consent agenda items for August 19, 2020.

Seconded by Clerk Chamberlain

Vote 4 ayes, 0 nays, **MOTION PASSED**



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5. Discussion and possible approval of the Fire Inspector Contract. (BOD #2020-08-04)

The Fire District is behind in conducting annual Fire Inspections. This has resulted from two notable changes. First, the fire suppression crews were relieved of fire inspection duties in 2012, and second the Fire Prevention Division staffing (40 hour personnel) has been reduced. We are currently not ISO or NFPA compliant. Jerome Hansen has been volunteering for the SFMD for more than 4 years, and is a Certified Fire Inspector I & II.

The SFMD has not previously worked with a contracted Fire Inspector. It is our intention to utilize Mr. Hansen as a Pilot Study to determine the effectiveness of a contract investigator, and to regain compliance with ISO, NFPA and Accreditation. He will be paid \$38.00 per Business Inspection, which includes one re-inspection.

Motion by Director Cross to approve the contractual agreement for As-Needed Business Fire Inspection Services

Seconded by Clerk Chamberlain

Vote 4 ayes, 0 nays, **MOTION PASSED**

6. Discussion and possible approval of the Fire Investigator Contract. (BOD #2020-08-05)

The District currently has no Certified Fire Investigators on staff. The organization has lost its remaining three investigators in the past 60-80 days due to early retirement/resignations. The process to train new Fire Investigators entails a minimum of two years. John Lindstrom, an Apache Junction resident is very qualified and desires to serve as an On-Call Investigator for the SFMD. Mr. Lindstrom currently serves as the Assistant Fire Marshal and Lead Fire Investigator for Arizona State University, and has a very flexible schedule. He has experience working as a Fire Investigator with four different organizations dating back to 2001.

The SFMD has not previously worked with a contracted Fire Investigator. It is our intention to utilize Mr. Lindstrom as a Pilot Study to determine the effectiveness of a contract investigator. He will be paid an hourly contract rate when we request. He will provide all of his own gear/equipment. Additionally, Mr. Lindstrom may be scheduled to train our Captains in fire investigation to expand their knowledge and abilities at the same hourly rate.

Motion by Director Cross to approve the contractual agreement for As-Needed Fire Investigation Services

Seconded by Clerk Chamberlain

Vote 4 ayes, 0 nays, **MOTION PASSED**



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7. Discussion, presentation and possible approval of the Ad-Hoc Committee's recommendation of the top consulting firm for the next fire chief search, and awarding of the contract to the recommended consulting firm. (BOD #2020-08-06)

The Ad Hoc Committee has reviewed the RFP submissions from six (6) respondent consulting firms who have submitted their bid to be awarded a contract from the District for facilitating the search of the new fire chief. The submissions from all six (6) respondents were distributed to the Board in August.

The Ad Hoc Committee narrowed the selection to the top two (2) firms in July, and held video / teleconference calls with these two firms in early August. As a result of this vetting, the Ad Hoc Committee is recommending that Ralph Andersen & Associates be awarded the contract.

Ralph Andersen's bid price is within the budget that was established for the fire chief search in the FY 2020 / 2021 budget. The contract between SFMD and Ralph Andersen will be presented to the Board at the September 2020 Board meeting for consideration and possible approval.

Motion by Director Cross to approve Ralph Andersen & Associates as the new fire chief recruitment consulting firm.

Seconded by Clerk Chamberlain

Vote 3 ayes, 1 nays, MOTION PASSED

Voted Aye

Chairman House
Clerk Chamberlain
Director Cross

Voted Nay

Director Strand

8. Discussion, presentation and possible approval of the 2019/2020 Annual Report and possible adoption of Resolution 2020-08-19-10. (BOD #2020-08-07)

This item comes before the Board on an annual basis. The annual report provides an overview of SFMD's performance over the last fiscal year. The report provides insight across all departments of the SFMD and its impact on our community. Some highlights included in the annual report:

- COVID 19 – created Emergency Operations Team, secured funding from DEMA, put out directives
- Statistics and Response Times
 - Total Incidents – 10,359
 - Average Response Time – 4:18
 - Average call volume increased by 4.5
- Fire Suppression
 - Pre-Incident Value of Property & Content - \$7.7 Million
 - Value of Property & Content Saved - \$4.7 Million
 - Percentage of Property & Content Saved – 61%



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- Emergency Medical Services
 - 2019 Cardiac Arrests: AZ Survival Rate 10.5% / SFMD Survival Rate **31.8%**
- Transport Services
 - ALS Transports – 4,545
 - BLS Transports – 764
 - Cancelled, Refusal, DOA, Other – 609
 - Total Transports 5,309
 - Average Ambulance Transports per day: 14.5
- Training
 - Total Training hours: 27,607 (Fire Operations, Health/Fitness, Rescue & EMS, Driver/Operator, Administrative, Wildland, Technical Rescue, Hazardous Materials, Prevention/Education)
- Community Services
 - CCR Demonstrations (hands Only CPR) 1,185
- Budget Summary
- Other Funding – Grants
- Wildland Fires
 - Lost Dutchman Fire
 - Sawtooth Fire
 - Southern Fire
- Employee Recognition
 - Firefighters of the Year: Robert Vande Krol, Randall Vande Krol
 - Transportation Services Employee of the Year: Sarah Koupal
 - Civilian Employees of the Year: Lori Hlavin, Sherry Mueller
 - Promotions and Assignments
 - Amy Brooks – Battalion Chief
 - Tanner Fox – Training Captain
 - Ryan Ledbetter – Captain
 - Bryan Heun – Captain

Motion by Director Cross to approve the 2019/2020 Annual Report and adoption of Resolution 2020-08-19-10: Formally Adopting the 2019/2020 Annual Report

Seconded by Clerk Chamberlain

Vote 4 ayes, 0 nays, MOTION PASSED

9. Reports (BOD #2020-08-08)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- SFMD COVID-19 Status
- Invasive Weed & Fuel Reduction Grant
- Cancer Screening Grant
- Recruit Firefighter Process (Intern Academy)



Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119
Fax (480) 982-0183

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119
Fax (480) 982-3268

Fleet & Facilities Services
1455 East 18th Avenue
Apache Junction, AZ 85119
Fax (480) 983-7443

- Rescue + Live

Acting Assistant Chief Jeff Cranmer

- Review of Training
- Review of Intern Academy
- Review of Incidents
 - Trimmer Fire (N. California)
 - Kiniksu Fire
 - San Carlos Fire
 - Lamplighter Structure Fire
 - U.S. 60 & Peralta Trail – Tractor Trailer

Assistant Chief Richard Mooney

- Review of Transportation stats
- Accreditation Update

Assistant Chief Rick Ochs

Planning & Logistics

- Apparatus committee – LN Curtis and TFT
- Exhaust Filtration Systems
- Planning for Clean Cab upgrades of apparatus
- Annual Radio Maintenance

Growth & Development

- Slowdown of new Plans
- Current construction and TI's require much work
- City of AJ has several Preliminary Reviews for new development

Finance Director Roger Wood Finance & Accounting Update

- Working with R1 and SFMD legal to develop new R1 (ADPI) contract for Board review and approval at the September BOD Meeting (Billy & Roger)
- FY 19/20 Audit prep work is on-going (Roger & Jenn)
- Payroll uploaded development is on-going (Roger & Lori)

12. New Business / Future Agenda Items. (BOD #2020-08-09)

NONE

13. Announcements (BOD #2020-08-N/A)

Chairman House announced they paved the concrete crossing on Mountain View. Around September 19, 2020, the entire road will be completed.

Chief Ochs said *The Mounted Rangers* gave SFMD a check in the amount of \$1,000



Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

Administration Office
565 North Idaho Road
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3700 East 16th Avenue
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Fax (480) 982-3268

Fleet & Facilities Services
1455 East 18th Avenue
Apache Junction, AZ 85119
Fax (480) 983-7443

14. Adjourn (BOD #2020-08-10)

Motion by Director Cross at 7:00 P.M. to adjourn the meeting
Seconded by Clerk Chamberlain

Vote 4 ayes, 0 nays. **MOTION PASSED.**

Governing Board Approval:

Board Clerk Kathleen Chamberlain
Sherry Mueller

Appendix B

B. Purchase of Six (6) Portable Radios

Submitted By

Fleet Supervisor Vaughn Croshaw
Assistant Chief Rick Ochs

Background / Discussion

This is a purchase of six (6) Motorola, APX8000XE All Band Portable Radios utilized by Suppression Personnel. Each radio includes accessories consisting of: two batteries, battery charger, lapel microphone, belt clips, bluetooth, etc. These radios are being purchased to replace older portable radios which are no longer serviceable.

Radio package cost \$8,531.50 each which includes a \$360.00 discount per radio if purchased by 9/30/2020.

Financial Impact/Budget Line Item

\$51,189.04 - Capital Fund: 200-70-72660-15

Enclosure(s)

Purchase Order 019179
Motorola Solutions Quote 1225289
Procurement Form / Sole Source Procurement





Superstition Fire & Medical District

Purchase Order

565 North Idaho Rd. Apache Junction, AZ 85119-4014
Phone: (480) 982-4440 Fax: (480) 982-0183



Date: August 25, 2020

TO: Motorola Solutions, Inc
1303 E Algonquin Rd
Schaumburg, IL 60196

Vendor ID: MOTOSO

Purchase Order #: 019179

Requisition #: 18,289

Buyer:FMM

Created by:BAD

Created Date:8/25/2020

Updated by:BAD

Updated Date:8/25/2020

Ship To: Support Services
1455 E 18th Av
Apache Junction, AZ 85219

Page #: 1

Order Description: 6) Motorola Portable Radios & Acc

<u>Line</u>	<u>AJFD Product #</u>	<u>Description</u>	<u>GL Acct #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	200COMMRADIOSAPX 8000 XE All Band Radios		200707266015	6.00	\$8,531.5066	\$51,189.04

Important Conditions

1. Invoice in Duplicate
2. If price(s) are higher than specified, do not ship, advise us.
3. Do not ship or render any service prior to specified date, unless noted.
4. Goods subject to our inspection on arrival, not withstanding prior payment to obtain cash discount.
5. Goods rejected due to inferior quality or workmanship will be returned to you with charge for transportation both ways, and are not to be replaced except upon receipt of replacement PO from us.
6. Orders not shipped on date specified may be cancelled by us.
7. If these conditions are not acceptable, please advise us on receipt of the orders and before you make any shipment.

TOTAL **\$51,189.04**

Purchasing Manager

Fire Chief

PURCHASING / PROCUREMENT FORM BY PURCHAS ORDER (PO)

BOD # _____

PO # _____ 19179

LIMITS	REQUIREMENTS	APPROVALS
Goods: \$0 - \$2,499.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Goods: \$2,500 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Services: \$0 - \$4,999.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Services: \$5,000 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Goods & Service: \$25,000 or more	3 Written Bids	PO Originator/Budget Mgr*, Fin Director AND Fire Chief AND Governing Board

* Budget Mgr includes Asst Chief, Deputy Chief, Battalion Chief, Administrative Services Director, Fleet Manager, Capt – Training Officer, Community Risk Reduction Specialist

Quote #1	Vendor Name: <u>Motorola Solutions, Inc</u> Vendor Phone #: <u>(520) 457-8604</u> Vendor Address: <u>Tuscon, AZ</u> Quote Description: <u>6) Motorola All Band Portable Radios at \$8,531.50 ea</u> See Attached Quote - \$ <u>51,189.04</u>
-----------------	---

Quote #2	Vendor Name: _____ Vendor Phone #: _____ Vendor Address: _____ Quote Description: _____ See Attached Quote - \$ _____
-----------------	--

Quote #3	Vendor Name: _____ Vendor Phone #: _____ Vendor Address: _____ Quote Description: _____ See Attached Quote - \$ _____
-----------------	--

COMPETITIVE QUOTES/BIDS CAN BE WAIVED FOR THE FOLLOWING REASONS:

- STATE CONTRACT/INTERGOVERNMENTAL (State Contract Number or Government Agency Must Be On PO)
- SINGLE/SOLE SOURCE PROCURMENT (Supporting Documentation Must Be With PO)
- EMERGENCY ACTION (Explanation Sent to Governing Board Must Be With PO)
- COMPETITION SOLICITED WITH NO OFFERS
- STANDARDIZATION/COMPATIBILITY REQUIREMENTS FOR EQUIPMENT

APPROVAL:

DATE	BUDGET MANAGER/PO ORIGINATOR SIGNATURE
DATE	FINANCE DIRECTOR SIGNATURE
DATE	FIRE CHIEF SIGNATURE

Billing Address:
 SUPERSTITION FIRE AND
 MEDICAL DISTRICT
 565 N IDAHO RD
 APACHE JUNCTION, AZ 85119
 US

Shipping Address:
 SUPPORT SERVICES
 1455 E 18TH AV
 APACHE JUNCTION, AZ 85119
 US

Quote Date:08/12/2020
Expiration Date:09/30/2020
Quote Created By:
 Walter Whately
 Walter.Whately@
 motorolasolutions.com
 520-457-8604

End Customer:
 SUPERSTITION FIRE AND MEDICAL
 DISTRICT
 Vaughn Croshaw
 vaugh.croshaw@sfmd.az.gov
 (480) 982-5929

Contract: State of Arizona Contract #
 CTR046830
RFQ Number:State of Arizona Contract #
 CTR046830
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE					
1	H91TGD9PW5AN	APX 8000 ALL BAND PORTABLE MODEL 1.5	6	\$5,777.00	27.0%	\$4,217.21	\$25,303.26
1a	QA05509AA	DEL: DELETE UHF BAND	6	-\$800.00	0.0%	-\$584.00	-\$3,504.00
1b	H38BS	ADD: SMARTZONE OPERATION	6	\$1,500.00	27.0%	\$1,095.00	\$6,570.00
1c	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	6	\$459.00	0.0%	\$459.00	\$2,754.00
1d	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	6	\$740.00	27.0%	\$540.20	\$3,241.20
1e	QA02006AC	ENH: APX8000XE RUGGED RADIO	6	\$800.00	27.0%	\$584.00	\$3,504.00
1f	QA01427AG	ALT: APX8000/XE HOUSING GREEN	6	\$25.00	27.0%	\$18.25	\$109.50
1g	Q361AN	ADD: P25 9600 BAUD TRUNKING	6	\$300.00	27.0%	\$219.00	\$1,314.00



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1h	Q629AH	ENH: AES ENCRYPTION AND ADP	6	\$475.00	27.0%	\$346.75	\$2,080.50
1i	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	6	\$515.00	27.0%	\$375.95	\$2,255.70
1j	QA00580AA	ADD: TDMA OPERATION	6	\$450.00	27.0%	\$328.50	\$1,971.00
1k	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6	\$5.00	27.0%	\$3.65	\$21.90
1l	H301CN	DEL: DELETE BELT CLIP/ BASIC CARRY	6	-\$10.00	0.0%	-\$7.30	-\$43.80
2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	6	\$187.00	27.0%	\$136.51	\$819.06
3	PMMN4107C	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1.5	6	\$550.00	27.0%	\$401.50	\$2,409.00
4	Trade-In	-\$360 ea. Expiration Date: 09/30/2020	1	-\$2,100.00	0.0%	-\$2,100.00	-\$2,100.00

Subtotal	\$46,705.32
Estimated Tax	\$4,483.72
Grand Total	\$51,189.04(USD)

Notes:

- **PLEASE BE ADVISED: Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.**



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Appendix C

C. Ten (10) Mobile Radios Purchase

Submitted By

Fleet Supervisor Vaughn Croshaw
Assistant Chief Rick Ochs

Background / Discussion

Staff is recommending the purchase of ten (10) Viking Multi Band Portable Radios to replace older portable radios currently used by Transportation Services division personnel to upgrade from the old single band 800 Mhz radios. Each radio comes with the following accessories: two batteries, battery charger, lapel microphone, belt clips, and Bluetooth.

Each radio and accessories costs \$5,011.6220.

Financial Impact/Budget Line Item

\$50,116.22 - 200-70-72660-15 - Radio Communications Equipment - Radios

Enclosure(s)

Purchase Order 019180
Durham Communications Quote 03052020C
Procurement Form / Sole Source Procurement





SFMD Budget Decision Package

Budget Year: 20/21

Proposed Action: Purchase 10 Viking Multi Band Radios

These dual band radios are for the transportation division to upgrade from the old single band 800 Mhz radios.

Proposed Implementation Date: 10/20

Fiscal Impact: \$50,116.22

Disposition: 200-70-72660-15

Submitted By: Vaughn Croshaw



Superstition Fire & Medical District

Purchase Order

565 North Idaho Rd. Apache Junction, AZ 85119-4014
Phone: (480) 982-4440 Fax: (480) 982-0183



Date: August 25, 2020

TO: Durham Communications, Inc.
725 W Commerce Ave
Suite #106
Gilbert, AZ 85233

Vendor ID: DURC

Purchase Order #: 019180

Requisition #: 18,290

Buyer:FMM

Created by:BAD

Created Date:8/25/2020

Updated by:BAD

Updated Date:8/26/2020

Ship To: Support Services
1455 E 18th Av
Apache Junction, AZ 85219

Page #: 1

Order Description: 10) Viking Multi Band Radios

Line	AJFD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	200COMMRADIOS	Viking Radios for Transport Division	200707266015	10.00	\$5,011.6220	\$50,116.22
State Contract # 086328 CR67						

Important Conditions

1. Invoice in Duplicate
2. If price(s) are higher than specified, do not ship, advise us.
3. Do not ship or render any service prior to specified date, unless noted.
4. Goods subject to our inspection on arrival, notwithstanding prior payment to obtain cash discount.
5. Goods rejected due to inferior quality or workmanship will be returned to you with charge for transportation both ways, and are not to be replaced except upon receipt of replacement PO from us.
6. Orders not shipped on date specified may be cancelled by us.
7. If these conditions are not acceptable, please advise us on receipt of the orders and before you make any shipment.

TOTAL **\$50,116.22**

Purchasing Manager

Fire Chief

PURCHASING / PROCUREMENT FORM BY PURCHAS ORDER (PO)

BOD # _____

PO # 19180

LIMITS	REQUIREMENTS	APPROVALS
Goods: \$0 - \$2,499.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Goods: \$2,500 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Services: \$0 - \$4,999.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Services: \$5,000 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Goods & Service: \$25,000 or more	3 Written Bids	PO Originator/Budget Mgr*, Fin Director AND Fire Chief AND Governing Board

*** Budget Mgr includes Asst Chief, Deputy Chief, Battalion Chief, Administrative Services Director, Fleet Manager, Capt – Training Officer, Community Risk Reduction Specialist**

Quote #1	Vendor Name: <u>Durham Communications, Inc</u> Vendor Phone #: <u>480-981-8875</u> Vendor Address: <u>Gilbert, AZ</u> Quote Description: <u>10 Viking Multi Band Radios</u> See Attached Quote - \$ <u>50,116.22</u>
-----------------	---

Quote #2	Vendor Name: _____ Vendor Phone #: _____ Vendor Address: _____ Quote Description: _____ See Attached Quote - \$ _____
-----------------	---

Quote #3	Vendor Name: _____ Vendor Phone #: _____ Vendor Address: _____ Quote Description: _____ See Attached Quote - \$ _____
-----------------	---

COMPETITIVE QUOTES/BIDS CAN BE WAIVED FOR THE FOLLOWING REASONS:

- STATE CONTRACT/INTERGOVERNMENTAL (State Contract Number or Government Agency Must Be On PO)
- SINGLE/SOLE SOURCE PROCURMENT (Supporting Documentation Must Be With PO)
- EMERGENCY ACTION (Explanation Sent to Governing Board Must Be With PO)
- COMPETITION SOLICITED WITH NO OFFERS
- STANDARDIZATION/COMPATIBILITY REQUIREMENTS FOR EQUIPMENT

APPROVAL:

DATE	BUDGET MANAGER/PO ORIGINATOR SIGNATURE
DATE	FINANCE DIRECTOR SIGNATURE
DATE	FIRE CHIEF SIGNATURE



725 W. Commerce Ave Suite 106
 Gilbert, AZ 85233
 (480)981-8875
 Fax(480)-981-7146

Communication Integration & Solutions Since 1945

PRICE QUOTE		3/6/2020	PRESENTED TO:		AZ ROC# 086328 CR67
Summary - Kenwood radio plus accessories			Contact:	Vaughn Croshaw	Email: vaughn.croshaw@sfmd.az.gov
			Organization:	SFMD	Phone: (480) 982-5929 ext. 150
			Department:	SFMD Fleet Services	Fax:
			Address:	1455 E. 18th Ave	Cell: (480) 797-7392
			City, State Zip:	Apache Junction, AZ 85119	
Contract Number (State, WSCA, GSA, Other)		CTR046816	Salesperson	Big Jeff	Qte # 03052020C

ITEM	DESCRIPTION	MAN	MODEL	PRICE	QTY	EXTENDED
1	Viking-VP900 Multi Band; 7/800MHz+VHF; Model II; Immersion Housing; KEN		2425AAVA53VF8	\$ 4,309.00	10	\$ 43,090.00
2	Antenna Multiband 7/800+VHF, Standard, Viking Liion Battery; Black,			\$ -		\$ -
3	Analog FM, P25 CAI AMBE+2; P25 Conv, P25 Ph 1 Truckign;			\$ -		\$ -
4	P25 Phase 2 TDMA; Viking16; Non_Rebanded, Ch/TGs 2048; AES			\$ -		\$ -
5	Multi-key; ARC4(ADP Comp); TrueVoice Noise Cncel; Project 25OTAR;			\$ -		\$ -
6	OTAP; MDC1200/GE-Star Signaling; GPS-VP; 3yr Warranty;			\$ -		\$ -
7				\$ -		\$ -
8	Speaker MIC Premium FM Black, 18", VP-H	KEN	R5893211B18	\$ 233.75	10	\$ 2,337.50
9				\$ -		\$ -
10	Charger, Single Bay Rapid Rate, VP-H	KEN	5630600237	\$ 106.25	10	\$ 1,062.50
11				\$ -		\$ -
12				\$ -		\$ -
13				\$ -		\$ -
14				\$ -		\$ -
15				\$ -		\$ -
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24				\$ -		\$ -
25				\$ -		\$ -
26				\$ -		\$ -
27				\$ -		\$ -
28				\$ -		\$ -
29				\$ -		\$ -
30				\$ -		\$ -

Notes:

Hardware Total	\$	46,490.00
Gilbert TAX %	7.8	\$ 3,626.22
Freight		No Charge

Project Total: \$ 50,116.22

Please FAX ALL pages back to Durham Communications to indicate your acceptance.

Customer Signature _____ Date _____ PO Number _____

TERMS AND CONDITIONS
 All prices are expressed in US Dollars and are payable in US Dollars. Payment terms are Net 30 days. All prices are F.O.B. Mesa, AZ. Customer will be billed for shipping and insurance costs. All quotations are valid for 30 days from quotation date unless otherwise contracted. In the event that DCI retains the services of an attorney to collect any amounts due hereunder, the "CUSTOMER" will pay all charges for any effort to collect including, but not limited to, attorney's FEEs, court FEEs and agency FEEs. Project billing subject to incremental billings of 50% Notice to Proceed, 30% Equipment Delivery to DCI, 10% Installation/Labor Completed, 10% Acceptance unless otherwise contracted.

Appendix D

D. Clean Cab Seats Purchase

Submitted By

Fleet Supervisor Vaughn Croshaw
Assistant Chief Rick Ochs

Background / Discussion

In an on-going effort to promote the Health and Safety of Suppression Personnel and reduce the risks of exposures, we are upgrading existing primary response apparatus to meet "Clean Cab" standards. This purchase will replace cloth seats with vinyl seats, providing an ability to be sterilized. Seats are only being replaced in apparatus that will remain in service for several years.

Financial Impact/Budget Line Item

\$39,650.40 - GL Acct# 200-70-7224020

Enclosure(s)

Purchase Order #019212
Procurement Form / Sole Source Procurement – Hughes Fire Equipment





Superstition Fire & Medical District

Purchase Order

565 North Idaho Rd. Apache Junction, AZ 85119-4014
Phone: (480) 982-4440 Fax: (480) 982-0183



Date: September 02, 2020

TO: Hughes Fire Equipment, Inc.
910 Shelley Street
Springfield, OR 97477

Vendor ID: HUGHFI

Purchase Order #: 019212

Requisition #: 18,322

Buyer: FMM

Created by: BAD

Created Date: 9/2/2020

Updated by: BAD

Updated Date: 9/2/2020

Ship To: Support Services
1455 E 18th Av
Apache Junction, AZ 85219

Page #: 1

Order Description: Clean Cab Seats for C73, C74 & C93

Line	AJFD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	200VEHICLES-GEI	Clean Cab Seats for C73	200707224020	1.00	\$13,216.8000	\$13,216.80
2	200VEHICLES-GEI	Clean Cab Seats for C74	200707224020	1.00	\$13,216.8000	\$13,216.80
3	200VEHICLES-GEI	Clean Cab Seats for C93	200707224020	1.00	\$13,216.8000	\$13,216.80

Important Conditions

1. Invoice in Duplicate
2. If price(s) are higher than specified, do not ship, advise us.
3. Do not ship or render any service prior to specified date, unless noted.
4. Goods subject to our inspection on arrival, not withstanding prior payment to obtain cash discount.
5. Goods rejected due to inferior quality or workmanship will be returned to you with charge for transportation both ways, and are not to be replaced except upon receipt of replacement PO from us.
6. Orders not shipped on date specified may be cancelled by us.
7. If these conditions are not acceptable, please advise us on receipt of the orders and before you make any shipment.

TOTAL **\$39,650.40**

Purchasing Manager

Fire Chief

PURCHASING / PROCUREMENT FORM BY PURCHASE ORDER (PO)

BOD # _____

PO # 19212

LIMITS	REQUIREMENTS	APPROVALS
Goods: \$0 - \$2,499.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Goods: \$2,500 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Services: \$0 - \$4,999.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Services: \$5,000 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Goods & Service: \$25,000 or more	3 Written Bids	PO Originator/Budget Mgr*, Fin Director AND Fire Chief AND Governing Board

* Budget Mgr includes Asst Chief, Deputy Chief, Battalion Chief, Administrative Services Director, Fleet Manager, Capt – Training Officer, Community Risk Reduction Specialist

Quote #1	Vendor Name: <u>Hughes Fire Equipment, Inc</u> Vendor Phone #: <u>541-747-0072</u> Vendor Address: <u>Phx, AZ</u> Quote Description: <u>Clean Cab Seats for 3 Pumpers, C73, C74, C93. (Freight is Estimated on Quote)</u> <hr/> See Attached Quote - \$ <u>39,650.40</u>
-----------------	---

Quote #2	Vendor Name: _____ Vendor Phone #: _____ Vendor Address: _____ Quote Description: _____ <hr/> See Attached Quote - \$ _____
-----------------	---

Quote #3	Vendor Name: _____ Vendor Phone #: _____ Vendor Address: _____ Quote Description: _____ <hr/> See Attached Quote - \$ _____
-----------------	---

COMPETITIVE QUOTES/BIDS CAN BE WAIVED FOR THE FOLLOWING REASONS:

- STATE CONTRACT/INTERGOVERNMENTAL (State Contract Number or Government Agency Must Be On PO)
- SINGLE/SOLE SOURCE PROCURMENT (Supporting Documentation Must Be With PO)
- EMERGENCY ACTION (Explanation Sent to Governing Board Must Be With PO)
- COMPETITION SOLICITED WITH NO OFFERS
- STANDARDIZATION/COMPATIBILITY REQUIREMENTS FOR EQUIPMENT

APPROVAL:

DATE	BUDGET MANAGER/PO ORIGINATOR SIGNATURE
DATE	FINANCE DIRECTOR SIGNATURE
DATE	FIRE CHIEF SIGNATURE

Appendix E

E. "NO SMOKE" Diesel Filtration System Purchase

Submitted By

Fleet Supervisor Vaughn Croshaw
Assistant Chief Rick Ochs

Background / Discussion

In an on-going effort to promote the Health and Safety of Suppression Personnel we plan to install Exhaust Filtration Systems to all apparatus that are stored inside an apparatus bay, and all five ambulances. This will eliminate the exposure of exhaust contaminants (carcinogens) to personnel and equipment such as Turnout Gear. Additionally, this will eliminate the need to maintain the current Air Filtration Systems (Air Vac) mounted in the Fire Station Bays. These systems are quite dated, have an annual maintenance cost, and provide a far less effective filtration of diesel exhaust contaminants.

Proposed Purchase will provide Diesel Exhaust Filtration Systems for a total of 19 apparatus:

Fire Station 261; E261, T261, M261

Fire station 262; E262, U262

Fire Station 263; E263, L263

Fire Station 264; E264, BR264, M264

Fire Station 265; E265, BR265

Three Ambulances (*accounts for all five ambulances*)

Two Reserve Fire Apparatus

One new Fire Pumper (*currently being built*)

Financial Impact/Budget Line Item

\$157,303.08 - GL Acct #200-70-224020

Enclosure(s)

Purchase Order #019214

Quote #11657R - Beecher Emission Solution Technologies dba Ward Diesel Filter Systems

Procurement Form / Sole Source Procurement –





Superstition Fire & Medical District

Purchase Order

565 North Idaho Rd. Apache Junction, AZ 85119-4014
Phone: (480) 982-4440 Fax: (480) 982-0183



Date: September 02, 2020

TO: Beecher Emission Solution, LLC
dba: Ward Diesel Filter System
1250 Schweizer Road
Horseheads, NY 14845

Vendor ID: WARDDI

Purchase Order #: 019214

Requisition #: 18,324

Buyer:FMM

Created by:BAD

Created Date:9/2/2020

Updated by:BAD

Updated Date:9/2/2020

Page #: 1

Ship To: Support Services
1455 E 18th Av
Apache Junction, AZ 85219

Order Description: Diesel Exhaust Filtration System

Line	AJFD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	200VEHICLES-GEI	Diesel Exhaust Filtration System	200707224020	1.00	\$157,303.0800	\$157,303.08
Sole Source Letter Attached						

Important Conditions

1. Invoice in Duplicate
2. If price(s) are higher than specified, do not ship, advise us.
3. Do not ship or render any service prior to specified date, unless noted.
4. Goods subject to our inspection on arrival, not withstanding prior payment to obtain cash discount.
5. Goods rejected due to inferior quality or workmanship will be returned to you with charge for transportation both ways, and are not to be replaced except upon receipt of replacement PO from us.
6. Orders not shipped on date specified may be cancelled by us.
7. If these conditions are not acceptable, please advise us on receipt of the orders and before you make any shipment.

TOTAL **\$157,303.08**

Purchasing Manager

Fire Chief

PURCHASING / PROCUREMENT FORM BY PURCHAS ORDER (PO)

BOD # _____

PO # 19214

LIMITS	REQUIREMENTS	APPROVALS
Goods: \$0 - \$2,499.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Goods: \$2,500 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Services: \$0 - \$4,999.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Services: \$5,000 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Goods & Service: \$25,000 or more	3 Written Bids	PO Originator/Budget Mgr*, Fin Director AND Fire Chief AND Governing Board

*** Budget Mgr includes Asst Chief, Deputy Chief, Battalion Chief, Administrative Services Director, Fleet Manager, Capt – Training Officer, Community Risk Reduction Specialist**

Quote #1	Vendor Name: <u>Beecher Emission Solutions, dba: Ward Diesel</u> Vendor Phone #: <u>800-845-4665</u> Vendor Address: <u>Horseheads, NY</u> Quote Description: <u>18) No Smoke Direct Source Diesel Exhaust Filtration System, Installed</u> See Attached Quote - \$ <u>157,303.08</u>
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Quote #2	Vendor Name: _____ Vendor Phone #: _____ Vendor Address: _____ Quote Description: _____ See Attached Quote - \$ _____
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Quote #3	Vendor Name: _____ Vendor Phone #: _____ Vendor Address: _____ Quote Description: _____ See Attached Quote - \$ _____
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COMPETITIVE QUOTES/BIDS CAN BE WAIVED FOR THE FOLLOWING REASONS:

- STATE CONTRACT/INTERGOVERNMENTAL (State Contract Number or Government Agency Must Be On PO)
- SINGLE/SOLE SOURCE PROCURMENT (Supporting Documentation Must Be With PO)
- EMERGENCY ACTION (Explanation Sent to Governing Board Must Be With PO)
- COMPETITION SOLICITED WITH NO OFFERS
- STANDARDIZATION/COMPATIBILITY REQUIREMENTS FOR EQUIPMENT

APPROVAL:

DATE	BUDGET MANAGER/PO ORIGINATOR SIGNATURE
DATE	FINANCE DIRECTOR SIGNATURE
DATE	FIRE CHIEF SIGNATURE



NO SMOKE

Quotation

Beecher Emission Solution Technologies, LLC
dba **Ward Diesel Filter Systems**
1250 Schweizer Road
Horseheads, NY 14845
Phone: 800-845-4665
Fax: 607-739-7092

Date: August 12, 2020
Quotation #: 11657R

To: **Superstition Fire and Medical District**
565 N. Idaho Rd.
AZ 85119 AZ 85119

Quotation valid until: October 12, 2020
Prepared by: MC

Attention: Vaughn Croshaw

Quantity	Description	Per Unit Price	Total Price
18	<p>NO SMOKE direct source diesel exhaust filtration system, installed, excluding taxes</p> <p>*Price based on installation of 5 or more Systems</p> <p><u>Warranty:</u> One (1) year.</p> <p><u>End User:</u> <u>Superstition Fire and Medical</u></p> <p><u>Installation Site:</u> TBD</p> <p><u>Terms:</u> Net 30 days on all invoices. Invoicing will be done weekly on the number of units installed for each week.</p> <p>Notes: All prices are in US Dollars. Proposal does not include bid and/or performance bond cost. This price quote is based on cash payments only and has a 5% discount.</p> <p>If paying by credit card the price is: \$165,168.23</p>	\$8,739.06	\$157,303.08
TOTAL			\$157,303.08

Mike Chevalier
Regional Sales Manager