

VERSION 1.0  
October 21, 2020



# BOARD OF DIRECTORS MEETING

OCTOBER 21, 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

### October 21, 2020

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#### Mission Statement

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

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The Board will hold a meeting on Wednesday, October 21, 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 September 2020 financial reports and bank reconciliations. (BOD #2020-10-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-10-02)**
- 3. Call to the Public. (BOD #2020-10-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 #2020-10-03):**
  - A. Board Meeting Minutes from September 16, 2020
  - B. Executive Session Minutes from September 16, 2020
  - C. Four-Year Service Renewal for (8) LifePac 15 Heart Monitors
  - D. Equipment Purchase for new Pierce Pumper
  - E. Polaris Ranger UTV Purchase
  - F. Contract Agreement with Mountain Vista Hospital (MVH) to serve as our Base Station
- 5. Discussion and possible approval of the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties. (BOD #2020-10-04)**
- 6. Discussion regarding the final report on the IRS error resolution. (BOD #2020-10-05)**

- 7. Discussion of the Wildland billing process related to State Land responses performed by District firefighters. (BOD #2020-10-06)**
- 8. Discussion, presentation and possible approval of the following Policies brought for review at the September 16, 2020 Board Meeting for final approval at the October 21, 2019 Board Meeting. (BOD #2020-10-07)**
  - Policy 1041: Military Leave
  - Policy 1008: Tuition Reimbursement
- 9. Discussion and possible approval of the Fire Investigator Contract. (BOD #2020-10-08)**
- 10. Reports. (BOD #2020-10-09)**
  - 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**
- 11. New Business / Future Agenda Items. (BOD #2020-10-10)**
- 12. Announcements (BOD #2020-10-N/A)**
- 13. Adjourn (BOD #2020-10-11)**

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: Thursday, October 15, 2020

At: 1500 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 – October 21, 2020

Agenda Item: 1

BOD#: 2020-10-01

### Agenda Item Title

Review and approval of the September 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 September 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 **September 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

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Todd House, Board Chair

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Date



September 2020

**Governing Board Meeting – October 21, 2020**

**Agenda Item: 2**

**BOD#: 2020-10-02**

**Agenda Item Title**

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

**Submitted By**

Fire Chief Mike Farber

Assistant Chief Richard Mooney

**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.

**October Service Anniversaries**

**21 Years:**

Engineer / Paramedic **Mitch McCollough**

Captain / Paramedic **Craig Horvath**

Captain / Paramedic **Dave Pohlmann**

Captain / Paramedic **Jeremy Rocha**

**13 Years:**

Firefighter / Paramedic **Sammy Ramirez**

Firefighter **Chris Robson**

Captain / Paramedic **John Walka**

**6 Years:**

Engineer / Paramedic **Jason Chapman**

Firefighter / Paramedic **Sean Matuszewski**

Engineer / Paramedic **Jay Nelson**

Engineer **Casey Schreiner**

Firefighter **Joe Stiglitz**

Firefighter / Paramedic **Andrew Tryon**

Engineer / Paramedic **Colt Weddell**

**5 Years:**

Firefighter **Wes Fimbrez**

Firefighter **Trace Leggett**

Firefighter **Trey Schow**

Fire Mechanic II **Roger Nasello**

**4 Years:**

Emergency Medical Technician **Sarah Koupal**

**3 Years:**

Firefighter **Chris Wohlforth**



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**2 Years:**

Firefighter Recruit **Shane Gereg**

Emergency Medical Technician **Stephan Gereg**

Paramedic **Ryan Markham**

**1 Year:**

Emergency Medical Technician **Sedona Aulik**

Firefighter/Paramedic **Joe Potter**



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**Governing Board Meeting – October 21, 2020**

**Agenda Item: 3**

**BOD#: 2020-10-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 – October 21, 2020

Agenda Item: 4

BOD#: 2020-10-03

### Agenda Item Title

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

- A. Board Meeting Minutes from September 16, 2020 – **Appendix A**
- B. Executive Meeting Minutes from September 16, 2020
- C. Four-Year Service Renewal for (8) LifePac 15 Hearth Monitors - **Appendix C**
- D. Equipment Purchase for new Pierce Pumper - **Appendix D**
- E. Polaris Ranger UTV Purchase - **Appendix E**
- F. Contract Agreement with Mountain Vista Hospital (MVH) to serve as our Base Station - **Appendix F**

### 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 October 21, 2020.”*



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**Governing Board Meeting – October 21, 2020**

**Agenda Item: #5**

**BOD#: 2020-10-04**

**Agenda Item Title**

Discussion and possible approval of the Affidavit of Compliance (for the Board Election process) for the Board of Supervisors in Pinal and Maricopa Counties.

**Submitted By**

Fire Chief Mike Farber

Board of Directors Secretary Sherry Mueller

**Background/Discussion**

This item comes before the Board of Directors per ARS §16-229, stating that the Superstition Fire & Medical District has complied with all Federal and State election laws for the 2020 SFMD Board Election Process.

**Financial Impact(s)/Budget Line Item**

N/A

**Enclosure(s)**

Affidavit of Compliance

**Recommended Motion**

*“Motion to approve the Affidavit of Compliance stating that the SFMD has complied with all Federal and State election laws and to direct staff to send the Affidavit of Compliance to both Pinal and Maricopa Counties.”*



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## **Superstition Fire & Medical District**

Phone (480) 982-4440 ~ [www.sfmd.az.gov](http://www.sfmd.az.gov)

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

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

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



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### AFFIDAVIT OF COMPLIANCE

This is to certify that the Superstition Fire & Medical District has complied with all applicable Federal and State Election Laws for the General Election to be held on November 3, 2020.

Superstition Fire & Medical District

\_\_\_\_\_  
Clerk of the Board

Subscribed and sworn to before me on the \_\_\_\_\_ day of October, 2020.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**Governing Board Meeting – October 21, 2020**

**Agenda Item: #6**

**BOD#: 2020-10-05**

**Agenda Item Title**

**Discussion regarding the final report on the IRS error resolution.**

**Submitted By**

Board Clerk Kathleen Chamberlain

Fire Chief Mike Farber

**Background/Discussion**

SFMD received a notice dated September 21, 2020, that the IRS 941 filing situation has been resolved with no penalties or late fees. I want to thank the team of Roger Wood, Mr. House, Anna Butel, Lauren Daniel, and Lori Hlavin for working with the tax advocate to resolve the situation. We were informed a few weeks ago by the tax advocate that it was highly likely that the District would not be penalized but were informed to wait until we heard from the IRS.

Due to COVID restriction at the IRS processing centers, it took from April 2020 to September 2020 for the IRS to reapply the District's payments. In the end, the issue has been successfully resolved with no cost with the exception of the \$810 "filing wrong report" assessment that was paid November 2019.

To ensure this type of issue never happens again, the quarterly Payroll Tax reports are reviewed and approved by the Finance Director, and the reports are mailed to the IRS via Certified Mail with Receipt Verification.

**Financial Impact(s)/Budget Line Item**

N/A beyond the \$810 paid in November 2019

**Enclosure(s)**

N/A

**Recommended Motion**

*"N/A – Informational Purposes Only"*



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**Governing Board Meeting – October 21, 2020**

**Agenda Item: #7**

**BOD#: 2020-10-06**

**Agenda Item Title**

**Discussion of the Wildland Billing process related to State Land responses performed by District firefighters.**

**Submitted By**

Board Clerk Kathleen Chamberlain

Fire Chief Mike Farber

Finance Director Roger Wood

**Background/Discussion**

The District responds to requests from the Arizona Department of Forestry and Fire Management (DFFM) to send crews and equipment to fight fires outside the District’s boundaries, both within Arizona and in other western states. The District is reimbursed on a “cost recovery” basis as follows:

**Crews**

Fully loaded labor rate including wages, overtime, PSPRS, worker’s comp, and Medicare.

Fully loaded backfill costs in excess of the firefighter’s fully loaded regular wage rate.

**Important to backfill rank for rank as the backfill cost is capped at the highest rate per rank.**

Fully loaded Administration cost for preparing the invoice.

**Equipment Rental**

Hourly or daily rental rates depending on piece of equipment.

Engine: Type 6 (\$85 per hour) or Type 3 (\$126 per hour)

Tender: Tactical or Type 1 Support (\$125 per hour) or Type 2 Support (\$113 per hour)

Ambulance: \$51 per hour plus ALS and/or BLS kit (\$215 and \$150 per day, respectively)

UTV/Medical: \$740 per day plus \$0.72 per mile for support pickup

UTV/REM: \$1,440 per day plus \$0.72 per mile for support pickup

Our equipment rentals are “wet” meaning the District provides the fuel. Repairs for damage to our vehicles (e.g., tires) are on a case-by-case basis and are at the discretion of DFFM.

**Food & Lodging**

- Food is reimbursed at cost, with the maximum daily cost limited by the established “per diem” rates.
- Lodging is reimbursed at cost, with the maximum daily cost limited by established “per diem” rates dependent on location (county or region within the state).

**Financial Impact(s)/Budget Line Item**

N/A

**Enclosure(s)**

N/A

**Recommended Motion**

*“N/A – Informational Purposes Only”*



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**Governing Board Meeting – October 21, 2020**

**Agenda Item: #8**

**BOD#: 2020-10-07**

**Agenda Item Title**

SFMD Policy Manual – Policies reviewed in September.

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

In the September Board of Directors meeting, both the 1041 Military Leave and 1008 Tuition Reimbursement policies were submitted for review.

**1041 Military**

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 (see 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 1<sup>st</sup>, and ends on September 30<sup>th</sup>. 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.*

See attachment Military Leave 1041

**1008 Tuition Reimbursement**

Through the Labor-Management process, a request was made to adjust the wording in the rank/position requirements section. To identify the changes, they are in red.

See attachments SFMD Education Requirements.

**Financial Impact(s)/Budget Line Item**

N/A

**Recommended Motion**

*“Motion to approve policies: 1041 Military Leave and 1008 Tuition Reimbursement.”*



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# Superstition Fire & Medical District Education Requirements

<b>RANK/POSITION REQUIREMENTS</b>		
<b>Rank/Position</b>	<b>Years of Experience</b>	<b>Education</b>
Firefighter	N/A	High School Diploma or GED
Engineer	3 years <b>of suppression</b> experience with SFMD	PREREQUISITES: FSC111/FSC117/FSC118 or SFMD Driver Operator or Arizona State Fire Marshal Driver/Operator instead of FSC111
Captain	5 years <b>of suppression</b> experience with SFMD	Associates Degree in Fire Science, Business, or related field and Certification of the Blue Card Incident Command Program
Battalion Chief/ Division Chief	7 years <b>of suppression</b> experience of Experience with SFMD with 2 Years as an SFMD Captain	Bachelor's Degree in Fire Science, Business, or related field
Deputy Chief	7 years <b>of suppression</b> experience with SFMD with 2 Years as an SFMD Battalion Chief	Bachelor's Degree in Fire Science, Business, or related field
Assistant Chief	7 years <b>of suppression</b> Experience with SFMD with 2 Years as an SFMD Battalion Chief or above	Bachelor's Degree in Fire Science, Business, or related field

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

# 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*

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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*

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- (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*

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### **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*

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- (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*

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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 1<sup>st</sup>, and ends on September 30<sup>th</sup>. 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.

**Governing Board Meeting – October 21, 2020**

**Agenda Item: #9**

**BOD#: 2020-10-08**

**Agenda Item Title**

Discussion and possible approval of the Fire Investigator Contract

**Submitted By**

Assistant Chief Rick Ochs

**Background/Discussion**

The District currently has only one On-Call Certified Fire Investigator on contract. Michael Long is an experienced Fire Investigator and desires to serve as an On-Call Investigator for the SFMD. Mr. Long currently serves as the Fire Marshal and Director of Fire & Life Safety for Arizona State University.

**Financial Impact(s)/Budget Line Item**

\$2,000 (100-50-61250-50)

**Enclosure(s)**

Contract and current resume for Michael Long

**Recommended Motion**

*“Motion to approve the contractual agreement with Michael Long to provide On-Call Fire Investigation Services”*



**Go To Item 10**

**Go to Agenda**

# **AGREEMENT FOR PROFESSIONAL SERVICE**

## **Fire Investigator**

Between

The Superstition Fire & Medical District, a political subdivision of the State of Arizona

And

Michael Long

Dates as of August 20, 2020

### **CONTRACTUAL AGREEMENT FOR AS NEEDED FIRE INVESTIGATION SERVICES AND TRAINING FOR THE SFMD AND ITS MEMBERSHIP.**

This Agreement is entered into effective as of August 20, 2020 by and between the Superstition Fire & Medical District, a political subdivision of the State of Arizona (“SFMD”) and Michael Long, an “Episodic Contract Employee” (“Long”) a private party, collectively referred to as the Parties.

#### **RECITALS**

Whereas, Long is qualified by special training and has the knowledge, skills, abilities, and experience to perform the duties of a Fire Investigator and has chosen to enter into a one year agreement with the SFMD to provide as needed Fire Investigation services, and

Whereas, the SFMD desires to obtain Long as an Episodic Fire Investigator for the District to serve as a Fire Investigator, and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

## 1. Recitals.

- a. The Recitals set forth above are incorporated into the terms and conditions of this Agreement

## 2. Effective Dates and Conditions

- a. This Agreement shall be effective on the 22<sup>nd</sup> day October, 2020 and shall continue in full force and effect until the 31<sup>st</sup> day of October, 2022, unless otherwise terminated as provided in this Agreement.
- b. This Agreement may be renewed by the SFMD for an additional One Year Term provided the Parties mutually agree upon any changes to the rate schedule within 90 days of the expiration of then current term.
- c. Either Party may cancel this Agreement with sixty (60) days written notice to the other party.
- d. In the event of a material breach of any of the provisions in this Agreement, the nonbreaching Party may terminate this Agreement by delivering written notice to the breaching party specifically stating the nature of the breach giving the breaching party 30 days to cure the breach. If the breach is not cured, this Agreement shall be deemed terminated.

## 3. Payments

- a. **Fee:** Long will bill for services at a rate of \$55.00 per hour. Long will bill at the same rate of \$55.00 per hour, at night, after hours, on weekends and on holidays.
- b. **Invoice for Payment:** Long shall submit an invoice with a signed copy of all work orders. Each invoice submitted **shall be itemized** per established hourly rates. Any hours billed following the initial two hours of a job are to be broken down to quarter-hour time increments. The invoice shall also list the Fire Incident Number and Incident Date. All invoices must be submitted within thirty (30) days following completion of a job.
- c. **Taxes Liability:** Long is solely responsible for payment of all income and employment taxes due to the proper taxing authorities, and SFMD will not deduct such taxes from any payment to Long. The SFMD will provide Long with a 1099.
- d. **SFMD** shall make every effort to process payment for services within twenty-one calendar days after receipt of materials or services and a correct invoice unless a good faith dispute exists as to any obligation to pay all or a portion of the account. All applicable sales tax shall be indicated as a separate item.

## 4. Obligations of Long.

- a. Long shall provide On-Call Fire Investigation Services.
- b. All Fire Investigations shall be performed according to NFPA standards. Determining the cause and origin of a fire shall be the priority of each assigned investigation. A professionally documented and detailed report inclusive of all findings and based upon knowledge, skills, experience, training, education, personal observations, facts and data made known shall be forwarded to the SFMD Fire Marshal within 24 hours of completing an Investigation. Long shall furnish all labor, materials, tools, equipment, supplies, and services as necessary to competently investigate each fire as requested.
- c. The general expectation is a timely response of four hours or less for most post fire



investigations. Some Fire Investigations may be held up to 12 hours for an investigator response.

- d. Long shall furnish and maintain a phone contact number that is answered 24 hours per day, seven (7) days per week, including holidays. Long shall be required to log in and out at each job site.
- e. It is understood and agreed that the SFMD will not guarantee any minimum amount of work during the terms of this contract.

**5. Obligations of SFMD.**

- a. SFMD personnel will maintain possession of a Fire Scene prior to, and throughout any investigation conducted by Long.
- b. SFMD will employ control measures that limit access into a Fire Scene and provides tracking of all fire suppression personnel who enter a scene.
- c. SFMD personnel will extend all efforts reasonably possible to preserve evidence, the probable point of origin and the general Fire Scene to support any investigation.
- d. SFMD will provide a generator, lighting, ground ladders or other equipment as reasonable requested or agreed upon to support the fire investigation scene.
- e. The SFMD agrees to provide State Workers Compensation benefits to Long while providing services to the SFMD.
- f. The SFMD agrees to provide Liability Coverage for Long under the Fire District's existing Umbrella and/or other liability policies while providing services to the SFMD.

**6. Indemnification.**

- a. Long shall defend, indemnify, and hold harmless SFMD, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of this indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of Long.
- b. The obligation to indemnify survives the termination of this Agreement.

**7. Notices.**

All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or on the date deposited in the U.S. Mail addressed, or emailed, as follows:

**TO SFMD:**

Fire Chief  
Superstition Fire & Medical District  
565 N. Idaho Road  
Apache Junction, AZ 85119  
(480) 982-4440

**TO LINDSTROM:** Michael Long  
1709 S. 123<sup>rd</sup> Drive  
Avondale, AZ 85323  
(623) 414-5451

**8. Miscellaneous.**

- a. Each party warrants that prior to signing this Agreement, all of its internal procedures; rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- b. Failure of any party to strictly enforce any provisions hereunder shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.
- c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- d. Neither the employees of SFMD shall become employees of Long nor shall the employees of Long become employees of SFMD by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.
- e. Pursuant to A.R.S. §38-511, SFMD may cancel this Agreement for conflict of interest.
- f. Limits of Liability: Notwithstanding any provision or proposal to the contrary, Long's liability shall not be limited to the amount of its fees, but instead Long shall be liable for any damages as a result of Long's breach of Agreement or negligent acts or omissions.
- g. Non-Discrimination: Long 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. Long 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.
- h. Legal Arizona Workers Act Compliance: Long 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"). Long 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.

- i. 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.
- j. Third-Party Antitrust Violations: Long 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 Long toward fulfillment of this Agreement.
- k. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- l. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
- m. Subcontracting: Long 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.
- n. 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.
- o. 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.
- p. 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, Long 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 Long under the Agreement shall become the property of and be delivered to the SFMD upon demand. Long 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.

- q. To the extent required by law, the undersigned Long 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.

**9. Compliance with Legal Authorities.**

- a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements.
- b. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
- c. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of any such paragraph.
- d. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
- e. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.
- f. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
- g. This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pinal County, Arizona.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Superstition Fire and Medical District**

**Michael R. Long**

Board Chair: \_\_\_\_\_

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

*Printed:* \_\_\_\_\_

*Printed:* \_\_\_\_\_

Board Clerk: \_\_\_\_\_

*Printed:* \_\_\_\_\_

# Michael R. Long

1709 S 123rd Drive  
Avondale, AZ 85323

Michael.r.long@cox.net

C (623) 414-5451  
H (623) 322-2740

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## FIRE SERVICE MANAGEMENT

Passionate public servant with fire safety background; understands the political nature of public and private organizations. Effective communicator, strong professional presence, approachable, great listening skills. Conservative fiscal public officer who values transparency in government. Energetic leader with a strong work ethic of responsibility, accountability, empowerment, and a focus on quality. Reputation for building solid, highly motivated teams. Possess skills as an articulate facilitator, trainer, and presenter. Create compelling, persuasive, and detailed proposals.

- Organization Management
- Develop Training Programs
- Building & Fire Plans Review
- Grants Administration
- Articulate Facilitator
- Solution Identification
- Strategic Planning
- Marketing Skills
- Executive Management
- Interdepartmental Coordination
- Incident Command Experience
- Budget Coordinator

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## PROFESSIONAL EXPERIENCE

### Fire Marshal / Director Fire & Life Safety

2014 - Present

Arizona State University, Tempe

- Developed an efficient streamlined plan review process, reducing overall plan review time from over two weeks to an average of 3 days
- Increase plan review revenues 60% by developing an operating procedure for plan reviews with an updated fee schedule
- Partnered with a local fire department to bring nationally accredited fire training to the division personnel
- Implemented a new electronic data record keeping system to increase efficiency and accuracy
- Management of all construction related designs, plan reviews, site and system inspections for building and fire code compliance. Conducted over 1000 construction and special system plan reviews in last 4 years.
- Conduct fire investigations covering nine campuses.

### Fire Chief / Assistant Fire Chief

2008 - 2013

Ak-Chin Indian Community, Maricopa

- Managed and directed the operational, training, and administrative activities of 41 full-time and 35 part-time personnel
- Provided Fire Service to an area covering approximately 40 square miles, including fire investigations
- Developed a new fire training program and partnered with Texas A&M College for accredited certifications for the personnel
- Developed plan review process for new construction, Developed and wrote ordinance to adopt new fire codes and sprinkler ordinance. Performed construction, alarm/sprinkler, fire suppression systems, and building plans review
- Prepared, submitted and managed annual operating and capital budgets of over \$6 million
- Responsible for preparing, submitting, awarding and managing over \$3.5 million dollars in grant funding during fiscal year 2012-2013
- Designed, managed and directed the construction of new stations and apparatus acquisitions

### Deputy Fire Chief / District Fire Chief

2005 - 2008

Rural/Metro Corporation, Arizona

- Managed emergency management planning and direction for the organization
- Managed and directed the operational and training activities of 12 stations with a total of 20 apparatus and 150 personnel. Covering a response area of approximately 200 square miles

- Created report-tracking system to increase document accuracy and increased billable reports by 15%.
- Implemented operational staffing procedures that decreased overtime costs by 20%
- Prepared, submitted and managed annual budgets of over \$20 million
- Managed the Fire Training division, developed, implemented, conducted, and reviewed training programs
- Managed and directed the EMS and Fire Marshal's divisions, conducted fire investigations

### **Deputy Fire Chief / Fire Marshal**

**2004 - 2005**

City of Tolleson, Arizona

- Developed process for tracking and controlling personnel for apparatus, leave time, decreasing absenteeism by 60%
- Decreased expenditures on EMS supplies by 80% through a tracking system, accounting for materials
- Wrote and submitted FEMA Grant for replacement SCBA's
- Developed plan review process for new construction in city
- Developed and wrote ordinance to adopt new fire codes and sprinkler ordinance
- Performed fire investigations and construction, alarm/sprinkler, fire suppression systems, and building plans review

### **Fire Prevention / Fire Investigation Officer**

**1995 - 2004**

City of Huntsville, Alabama

- Increased conviction rates on arson cases by more than 90%, conducted over 600 fire investigations
- Reduced monetary loss by fire 30% due to more effective and efficient fire code compliance
- Restructured office filing system to increase efficiency by more than 80%
- Updated Inspection/Investigation Checklists, increasing division efficiency by 40%
- Responsibilities included Fire Scene Commander, fire prevention through public speaking

### **United States Air Force/Alabama Air National Guard**

**1980-2001**

- Senior Master Sergeant (E-8 retired) Senior Non Commissioned Officer Air Traffic Control Management
- Managed worldwide deployment of equipment and personnel.
- Managed two squadrons of air traffic controllers (140+ personnel)

## **EDUCATION & CERTIFICATIONS**

- Master's Degree Business Administration (MBA), Columbia Southern - 2019
- Master's Degree Public Administration (MPA), Columbia Southern - 2017
- Bachelor's degree in Organizational Leadership, Columbia Southern - 2015
- Leadership & Management Institute, Arizona State University, Tempe, AZ. 2013
- Certified Public Manager (CPM), Arizona State University, Tempe, AZ. 2010
- Record for complete list of professional and educational certifications upon request

## **PROFESSIONAL ORGANIZATIONS**

- Registered Tribal Member of the Echota Cherokee Tribe of Alabama.
- Arizona Fire Marshals Association / International Fire Marshal's Association / Arizona Fire Chiefs Association
- National Native American Fire Chiefs Association / International Fire Chiefs Association
- National Fire Protection Association (NFPA) / International Code Council (ICC) / Project Management (PMI)
- Member City of Avondale Boards of Commission 2006 to present

**Governing Board Meeting – October 21, 2020**

**Agenda Item: 10**

**BOD#: 2020-10-09**

**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 11**

**Go to Agenda**



**Governing Board Meeting – October 21, 2020**

**Agenda Item: 11**

**BOD#: 2020-10-10**

**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 12**

**Go to Agenda**

**Governing Board Meeting – October 21, 2020**

**Agenda Item: 12**

**BOD#: 2020-10-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 13**

**Go to Agenda**

**Governing Board Meeting – October 21, 2020**

**Agenda Item: 13**

**BOD#: 2020-10-11**

**Agenda Item Title**

Adjournment

**Recommended Motion:**

*“Motion to adjourn the Board meeting.”*



**[Go to Agenda](#)**

# Appendix A

## A. Board Meeting Minutes from September 16, 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)

September 16, 2020 Board Meeting Minutes





# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

## Governing Board Meeting Minutes

### September 16, 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, SEPTEMBER 16, 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 5:33 PM.

#### A. Call to Order

Chairman House called the meeting to order at 5:33 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Director Strand

#### C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Kathleen Chamberlain, Director Jeff Cross, Director Larry Strand and Director Jason Moeller.

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. Also in attendance was Sherry Mueller, Human Resources Generalist and Board Secretary. Legal Counsel William Whittington attended via conference call.

#### 1. Review and approval of the August 2020 financial reports and bank reconciliations. (BOD #2020-09-01)

**Motion** by Director Moeller to approve the August 2020 financial reports and bank reconciliations.

**Seconded** by Director Strand

**Vote** 5 ayes, 0 nays, **MOTION PASSED.**

#### 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-09-02)

##### Five Firefighter Recruits

- New Hire Orientation on Thursday, October 8, 2020
- Phoenix Fire Academy starts on Monday, October 12, 2020

Caleb Brown                      Anthony Pezzino

Sophie Boukatch                Thomas Merrill

Shane Gereg



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Apache Junction, AZ 85119  
Fax (480) 983-7443

## Historical Information

Fire Chief Harvey Miller

Fire Chief John Flynn

## 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**
- 18 Years of Service:** Engineer/Paramedic **Jim Crowley**  
Captain/Paramedic **Craig Halver**  
Engineer **Aaron McDonald**
- 15 Years of Service:** Training Captain/Paramedic **Tanner Fox**  
Engineer **Rob McMinn**  
Firefighter/Paramedic **Randy VandeKrol**
- 14 Years of Service:** Firefighter/Paramedic **Eric Ellsworth**  
Captain/Paramedic **Dustin Farber**  
Firefighter/Paramedic **Ken Simkins**
- 3 Years of Service:** EMT **Jack Hafer**  
Firefighter/Paramedic **Trenton McMinn**  
Firefighter **Zachary Leon**
- 2 Years of Service:** Firefighter/Paramedic **Travis Yates**

## PROMOTIONS / OFFICIAL PINNING:

- Engineer Casey Schreiner  
Engineer/Paramedic Jason Chapman  
Engineer/Paramedic Colt Weddell  
Engineer/Paramedic Jay Nelson  
Captain/Paramedic Ryan Ledbetter  
Captain Bryan Heun



# Superstition Fire & Medical District

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Fax (480) 983-7443

### 3. Call to the Public. (BOD #2020-09-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 #2020-09-03):

- 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

**Motion** by Director Strand to approve all consent agenda items for September 16, 2020.

**Seconded** by Director Cross

**Vote** 5 ayes, 0 nays, **MOTION PASSED**

### 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)

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 January 2016. 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% of what they collect, 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.

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

**Seconded** by Director Moeller

**Vote** 5 ayes, 0 nays, **MOTION PASSED**

### 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)



# 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 16<sup>th</sup> Avenue  
Apache Junction, AZ 85119  
Fax (480) 982-3268

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

Several months back, SFMD created an Ad-Hoc Committee to select a professional recruiting firm for the position of Fire Chief. The Ad-Hoc committee provided the Fireboard with copies of all the submitted proposals for their review and input. After completing the RFP, reviewing submitted proposals, interviewing the top two vendors, the committee was able to recommend Ralph Andersen as the top vendor in this competitive process.

**Motion** by Director Strand 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.

**Seconded** by Director Moeller

**Vote** 5 ayes, 0 nays, **MOTION PASSED**

**7. Discussion, presentation and possible approval 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)**

Policy 1041: Military Leave

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.

Policy 1008: Tuition Reimbursement

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

**No Motion**





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### 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)

The Operational Plan is a supporting document to the Strategic Plan. It is evaluated annually and updated as items are completed. The Strategic Plan includes short and long-term goals of projects to be completed and specific steps to complete the goals. The Operational Plan provides guidance to each division and subsequent departments. It mirrors the Organizational Chart. Goals and objectives are the roadmap for the fiscal year.

SFMD received FEMA Assistance for Firefighters Grant awarded August 2020. Cancer initiatives include Continued employee education and screening, upgrade of primary apparatus to “Clean Cab”, diesel exhaust filtration for primary fire apparatus and ambulances

SCBA Technicians: Gas monitors, SCBA maintenance, annual fit test.

Technical Rescue Team (TRT): Training hours, gear maintenance, new members.

Wildland Team: Training hours, Red Card certification and contract for UTV.

Training-Fire: Quarterly fire training, annual night drill, incident command, natural gas safety, active shooter drill, annual driver/EVOC training, electrical, solar panel and battery storage safety, Chief Officer / company command level training, data collection and reporting in Target Solutions.

Training-EMS: Quarterly EMS training and CE classes, Recertification for all Paramedics and EMTs, Bi-annual ACLS and PALS training, State and regional EMS committees.

Health & Wellness: Annual physicals, assist with cancer screenings, assess/improve fitness facilities at all stations, tracking of hazardous incident exposures.

Transportation Services: AZ DHS response times to maintain CON, AZ DHS ambulance inspections, AZ DHS reimbursement rates, monitor billing reimbursement with R1 and maintain ambulance staffing levels.

Accreditation: Required training for Accreditation Officer, facilitate accreditation process.

Fire Prevention: Adopt latest edition of the International Fire Code, pre-fire plans, one employee to Fire Investigator training, contract Fire Inspector and Contract Fire Investigator.

Fleet & Facilities: Deploy new Pierce Velocity Pumper, cabinets for ballistic vests and helmets, radio purchases and deployment, facility repairs and maintenance.

Human Resources: Assist Board of Directors and Ralph Andersen with Fire Chief recruitment process, on-board five firefighters for 10/12/2020 Phoenix Fire Academy, maintain staffing levels for SAFER Grant requirements, onboard Transportation Services personnel as needed, facilitate promotional testing process for Captain testing, complete and maintain workers’ compensation claims and paperwork, evaluate and implement a Human Resources software application.

Financial Services: Develop a fiscally responsible budget for the upcoming fiscal year, facilitate the annual audit for the previous fiscal year, facilitate collection of payment for out-of-district responses, prepare and submit the Annual Revenue & Cost Report (ARCR) required by AZ DHS, effectively manage cash to ensure sufficient liquidity for suppression, transport and capital operations, ensure accurate and timely payroll and payables processing.

Labor-Local 2260: Annual update of the Memorandum of Understanding, annual employee benefit selections, assist in development and retention of employees by promoting professional development opportunities, support all cancer initiatives, support and participate in all promotional processes, participate in the fire chief recruitment process when designated by the fire board.



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**Motion** by Director Moeller to approve the 2020/2021 Operational Plan and adopt Resolution 2020-09-16-11: fully adopting the 2020/2021 Operational Report.

**Seconded** by Director Strand

**Vote 5** ayes, 0 nays, **MOTION PASSED**

## 9. Reports (BOD #2020-09-08)

### Senior Leadership Team (SLT):

#### Fire Chief Mike Farber

- Swat Medic – 4 – 6 volunteers to re-instate the program with AJPD
- Grant for Fuel Reduction by the City and County, Friends of Tonto, to create fire break trails
- Possible IGA with Mesa and Queen Creek for Human Resources help as needed
- Firefighter Recruit Update – Conditional offers signed

#### Acting Assistant Chief Jeff Cranmer

- Arizona Type 1 Team – Superstition Fire – Type 1 team used our facility on this fire – SFMD crews assisted on this fire
- SFMD Medical Crew on the Salt Fire – SFMD medical crew used our UTV
- Training – Hose and Nozzle Demonstration – The demos will be on a reserve truck to try out possible equipment for the new apparatus
- Extrication Training
- Cortez Fire
- Pueblo Fire
- Battalion Safety Officer Testing
- Recruit Pre-Academy
- 911 Memorial Tribute
- Virginia Fire
- Technical Rescue – Two Motorcyclists Near Canyon Lake

#### Assistant Chief Rick Ochs

##### **Fire Prevention & Logistics:**

- Sept. 23<sup>rd</sup> Captain Fox & E263 crew will join a Cub Scout WebEx meeting to help them earn a badge.
- Installation of a fence on the West side of the Fleet Services building to support growth and provide security.
- New On-Call Fire Investigator has been utilized twice. A second Investigator is being interviewed and will likely be added to the On-Call list.

##### **Growth & Development:**

- Hampton Goldfield, 128 units (Goldfield Rd and entrance to Dolce Vita)
- Entrada Del Oro, two additional parcels to be developed



# Superstition Fire & Medical District

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- Superstition Station, 69 units (Ironwood & Super)
- Evolution Healthcare, 2 additional Buildings (Gold Dr. & Apache Trail)

## Administrative Services Director Anna Butel

- Hired two new Paramedics:
  - Brian Urquizo – July 20, 2020
  - Natalie Dana – August 24, 2020

### **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)**

- a) Confirmation that the fire chief 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)

**Motion** by Clerk Chamberlain to go into Executive Session pursuant to ARS §38-431.03(A)(1) at 7:02 p.m. for personnel matters regarding the fire chief's performance evaluation and ARS §38-431.03(A)(3) for legal advice"

**Seconded** by Director Strand

**Vote 5 ayes, 0 nays, MOTION PASSED**

### **11. Discussion and possible action regarding the Fire Chief Performance Evaluation (BOD #2020-09-10)**

The public session resumed at 7:54 p.m. Chairman House announced that there was a Fire Chief performance evaluation.

### **12. New Business / Future Agenda Items. (BOD #2020-09-11)**

**None**

### **13. Announcements (BOD #2020-09-N/A)**

- 1) Director Moeller stated he wished to dispel recent rumors that he may have had an issue with Staff or the Labor group. He explained that he had experienced a personal issue and had issue with no one in the organization.
- 2) Chairman House stated that a Ribbon Cutting ceremony will be held on September 24<sup>th</sup> at 12:00 noon, at the intersection of Mtn. View Rd. and Jacob Waltz St. to celebrate the re-opening of the two roads. All are invited.
- 3) Chief Farber announced he will be out of the District all of next week to complete the final phase of his Doctoral Degree. He will be available after 17:00 hours each day and on the weekends.

### **14. Adjourn (BOD #2020-09-12)**



## **Superstition Fire & Medical District**

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---

**Motion** by Director Moeller at 7:58 p.m. to adjourn the meeting

**Seconded** by Director Strand

Vote 5 ayes, 0 nays. **MOTION PASSED.**

### **Governing Board Approval:**

---

Board Clerk Kathleen Chamberlain  
*Sherry Mueller*

## Appendix C

### C. Four-Year Service Renewal for (8) LifePac 15 Heart Monitors

#### Submitted By

Acting Assistant Chief Jeff Cranmer

#### Background / Discussion

Every four years, SFMD needs to renew the repairs on the cardiac monitors. The warranty cost is split over four (4) years (please see billing quote attached). The warranty covers the annual inhouse inspection and update of these 8 monitors along with some of the repairs of the monitors.

#### Financial Impact/Budget Line Item

\$41,311.76

#### Enclosure(s)

Purchase Order

Quote

Procurement Form / Sole Source Procurement



# Purchase Order Form



Account Manager  
Cell Phone


Purchase Order Date  
Expected Delivery Date  
Stryker Quote Number


BILL TO	CUSTOMER #
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
<b>Reference Quote:</b>	1	
Annual billing - Invoice in annual installments of 1/4 of the quote total upon approval then July of 2021, 2022 and 2023.		
<b>TOTAL*</b>		-

**Accounts Payable Contact Information**

Name:

Email:

Phone:

**Authorized Customer Signature**

Printed Name:

Title:

Signature:

Date:

Attachment:            **Stryker Quote Number**

Stryker Terms and Conditions  
[www.strykeremergencycare.com/terms](http://www.strykeremergencycare.com/terms)

\* Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote



# 4 Yr Renewal - prorating on the 2 newer LP 15s - annual billing

Quote Number: 10209267

Remit to: **Stryker Medical**  
 P.O. Box 93308  
 Chicago, IL 60673-3308

Rep: Trish Lundeen  
 Email: trish.lundeen@stryker.com  
 Phone Number: 425-867-4785

Version: 1

Prepared For: SUPERSTITION FIRE AND MED DISTRICT  
 Attn: Eileen Blackstone  
 eileen.blackstone@sfmd.az.gov  
 (480) 982-4440

Quote Date: 06/18/2020  
 Expiration Date: 09/14/2020

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	SUPERSTITION FIRE AND MED DISTRICT	Name:	SUPERSTITION FIRE AND MED DISTRICT	Name:	SUPERSTITION FIRE AND MED DISTRICT
Account #:	1276965	Account #:	1276965	Account #:	1276964
Address:	1455 E 18TH AVE APACHE JUNCTION Arizona 85119	Address:	1455 E 18TH AVE APACHE JUNCTION Arizona 85119	Address:	565 N IDAHO RD APACHE JUNCTION Arizona 85119-4014

### ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
1.0	78000012	LP15 OS PM SI Protect w batt	6	07/01/2020	06/30/2024	\$5,385.60	\$32,313.60
2.0	78000012	LP15 OS PM SI Protect w batt (Proration from 2/27/2021)	2	07/01/2020	06/30/2024	\$4,499.08	\$8,998.16
ProCare Total:							\$41,311.76

### Price Totals:

Grand Total: \$41,311.76

**Comments:**

Please see serial number list and invoice schedule on 3rd page.

\*\*Two LIFEPAK 15 V4s are in warranty until 2/26/2021. Line 2 above uses a prorated amount from February 27th, 2021 to the end of the 4 year term.

All pricing reflects a 15% POS Multi-year Renewal discount.

Prices: In effect for 60 days.

Terms: Net 30 Days



## 4 Yr Renewal - prorating on the 2 newer LP 15s - annual billing

Quote Number: 10209267

Remit to: **Stryker Medical**  
P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: Trish Lundeen  
Email: trish.lundeen@stryker.com  
Phone Number: 425-867-4785

Version: 1  
Prepared For: SUPERSTITION FIRE AND MED DISTRICT  
Attn: Eileen Blackstone  
eileen.blackstone@sfmd.az.gov  
(480) 982-4440

Quote Date: 06/18/2020  
Expiration Date: 09/14/2020

Ask your Stryker Sales Rep about our flexible financing options.

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

---

AUTHORIZED CUSTOMER SIGNATURE



Device:	Serial number:	Note:	Scope:	Year 1	Year 2	Year 3	Year 4
LP 15 V4	43418201		OS PM w/Ship in Protect w/ Battery Coverage	1,346.40	1,346.40	1,346.40	1,346.40
LP 15 V4	43418665		OS PM w/Ship in Protect w/ Battery Coverage	1,346.40	1,346.40	1,346.40	1,346.40
LP 15 V4	43818920		OS PM w/Ship in Protect w/ Battery Coverage	1,346.40	1,346.40	1,346.40	1,346.40
LP 15 V4	43820547		OS PM w/Ship in Protect w/ Battery Coverage	1,346.40	1,346.40	1,346.40	1,346.40
LP 15 V4	43820736		OS PM w/Ship in Protect w/ Battery Coverage	1,346.40	1,346.40	1,346.40	1,346.40
LP 15 V4	43838179		OS PM w/Ship in Protect w/ Battery Coverage	1,346.40	1,346.40	1,346.40	1,346.40
LP 15 V4	48689298	Proration from: 2/27/2021	OS PM w/Ship in Protect w/ Battery Coverage	1,124.77	1,124.77	1,124.77	1,124.77
LP 15 V4	48689510	Proration from: 2/27/2021	OS PM w/Ship in Protect w/ Battery Coverage	1,124.77	1,124.77	1,124.77	1,124.77
				<b>10,327.94</b>	<b>10,327.94</b>	<b>10,327.94</b>	<b>10,327.94</b>
				7/1/2020	7/1/2021	7/1/2022	7/1/2023
Quote total:	41,311.76			Annual billing			
SUPERSTITION FIRE AND MED DISTRICT							

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**STRYKER SALES CORPORATION**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of the owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

5 Address (number, street, and apt. or suite no.) See instructions.  
**2825 AIRVIEW BLVD Corporate Headquarters**

6 City, state, and ZIP code  
**KALAMAZOO, MI 49002**

7 List account number(s) here (optional)

**MEDICAL DIVISION (Portage)**

**Physical Address:**  
3800 E. Centre Avenue  
Portage, MI 49002-5826

**Remit to Address:**  
PO Box 93308  
Chicago, IL 60673-3308

**MEDICAL DIVISION (Redmond)**

**Physical Address:**  
11811 Willows Rd, NE  
Redmond, WA 98052-2003

**Remit to Address:**  
PO Box 93308  
Chicago, IL 60673-3308

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-			
--	--	--	--	---	--	--	---	--	--	--

or

**Employer identification number**

3	8	-	2	9	0	2	4	2	4
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Date ▶ 1-1-2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later*.

**PURCHASING / PROCUREMENT FORM by PURCHASE ORDER (PO)**

BOD # 2020-10-03 4-G

PO # 10209267

LIMITS	REQUIREMENTS	APPROVALS
\$0.00 - \$2,999.00	FORM Not Required	Budget Manager, BC, Executive Assist., Facilities Specialist
\$3,000.00 - \$4,999.99	FORM Not Required	Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager
\$5,000.00 - \$24,999.99	3 Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager
\$25,000 or MORE	3 Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager AND Governing Board

Quote # 1

Vendor Name: STRYKER Medical Vendor Phone #: 425-867-4785  
 Vendor Address: P.O. Box 93308, Chicago, IL 60673-3308  
 Quote Description: 4 year Renewal - prorating on the 2 newer LP 15s - annual billing  
 See Attached Written Quote \$ 41,311.76

Quote # 2

Vendor Name: \_\_\_\_\_ Vendor Phone #: \_\_\_\_\_  
 Vendor Address: \_\_\_\_\_  
 Quote Description: \_\_\_\_\_  
 See Attached Written Quote \$ \_\_\_\_\_

Quote # 3

Vendor Name: \_\_\_\_\_ Vendor Phone #: \_\_\_\_\_  
 Vendor Address: \_\_\_\_\_  
 Quote Description: \_\_\_\_\_  
 See Attached Written Quote \$ \_\_\_\_\_

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

- STATE CONTRACT /INTERGOVERNMENT (State Contract Number or Government Agency Must be on
- SOLE SOURCE PROCUREMENT (Supporting Documentation Must be with PO)
- EMERGENCY ACTION (Explanation Sent to Gov. Board Must be with PO)
- COMPETITION SOLICITED WITH NO OFFERS
- STANDARDIZATION / COMPATABILITY REQUIREMENTS for EQUIPMENT
- TRAVELING EXPENSES with GOVERNMENTAL RATE (Standard Rate Must be Specified on PO)
- PRODUCT / SERVICE / AGENCY for EDUCATIONAL, TRAINING, EXPERIMENTAL, DEVELOPMENTAL or RESEARCH WORK
- EQUIPMENT ALREADY INSTALLED, CONNECTED, IN SERVICE AND IT IS DETERMINED ADVANTAGEOUS TO PURCHASE SAME
- ITEMS ARE SUBJECT TO RAPID PRICE FLUCTUATION OR IMMEDIATE ACCEPTANCE (Attach Supporting Documents to PO)

APPROVAL:

DATE  
10/15/2020  
DATE

DEPT. HEAD SIGNATURE  
Roger Wood  
FINANCE MANAGER

DATE  
10/15/2020  
DATE

ASSISTANT CHIEF SIGNATURE  
[Signature]  
FIRE CHIEF SIGNATURE

## Appendix D

### D. Equipment Purchase for new Pierce Engine tentatively scheduled to be delivered in January 2021

#### Submitted By

Assistant Chief Rick Ochs

Fleet Services Manager Vaughn Croshaw

#### Background / Discussion

Listed below is a general summary of equipment and its approximate cost that is to be purchased for the new Pierce Engine. It is likely that a few other items will be identified and also need to be purchased for the truck. All items and corresponding cost were included in the price of the apparatus purchase, and are available in the Capital Fund. We are asking the board to approve the purchase of the equipment, not exceed the budgeted amount of \$70,000.

➤ Two Stage pump	\$ 5000.00
➤ Dual Band Radio	\$ 6952.00
➤ Setcom	\$ 4992.00
➤ Cradle Point	\$ 2500.00
➤ Saws	\$ 3,000.00
➤ Hose, Nozzles, Hand Tools, etc.	<u>\$ 37,000.00</u>
<b>Total</b>	<b>\$ 59,444.00</b>

#### Financial Impact/Budget Line Item

\$70,000 Capital Fund

#### Enclosure(s)

N/A



## Appendix E

### E. Purchase of a new Polaris Ranger 4-wheel drive, side-by-side UTV

#### Submitted By

Assistant Chief Rick Ochs

Fleet Services Manager Vaughn Croshaw

#### Background / Discussion

This purchase is a budgeted replacement of a John Deer ATV that is more than 20 years old. It will be utilized for special events such as the Renaissance Festival, Lost Dutchman Days and parades. The updated vehicle will allow our crews (up to 6 personnel) to operate more safely, carry additional equipment and safely transport patients to an ambulance.

#### Financial Impact/Budget Line Item

\$25,081.36 Capital Fund

#### Enclosure(s)

N/A





## SFMD Budget Decision Package

**Budget Year: 2020/2021**

**Proposed Action: Polaris Ranger UTV Purchase**

**Proposed Implementation Date: November 2020**

**Fiscal Impact: \$25,081.36**

**Disposition:**

In fiscal year 2019/2020, the organization budgeted for the replacement of an aging utility vehicle. This particular vehicle is utilized throughout the district on special events such as the Renaissance Festival, Lost Dutchman Days, Veterans Day Parade and around our regional training center to name a few. With the multiple uses for the utility vehicle, the organization moved away from the John Deer type vehicle and replaced it with a 2019 Polaris Ranger Crew. The updated vehicle allowed our crews to operate more safely, carry additional equipment, transfer patients to an ambulance securely, and allow for 6 personnel to be transported safely at one time.

During this budget year, our special operations team noted a need for the same type of vehicle to be placed in service at fire station 262. With the spike in population throughout the district, popularity in local hiking trails, and increased UTV traffic on 4 wheel drive roads inside district boundaries, our crews were experiencing increased call loads in mountain and trail type rescues.

In order to meet this demand of service, the organization relocated the newly purchased UTV to fire station 262 and added the unit in the CAD system as UTV 262. Since the inception of the UTV 262, our crews have had to utilize the unit on multiple rescues throughout the district, including a rescue in the Siphon Draw area at the request of Pinal County Sheriffs Department.

What has been found is that UTV 262 is being dispatched weekly or in some weeks multiple times to various rescues and has not only been a vital asset to our operations, but has also eliminated the use of more hazardous operations, such as a helicopter. Response times to reaching and treating patients in these remote areas has also been reduced greatly, while limiting wear and tear on our current fleet of fire apparatus. With the demand for service, a decision was made to keep the UTV stationed at fire station 262 and not relocate the unit to special events such as the Renaissance Festival as it's use was initially intended for.

In order to still meet the various needs for having a utility vehicle and assigning the newly purchased UTV to the emergency service division, the organization placed the John Deer unit back in service to assist with the upcoming special events. This move was simply a quick fix and not a long term resolution to the demand, as the John Deer unit is over 20 years old and does not meet the requirements for use both on a safety level and functionality.

It is recommended that an addition Polaris Ranger be purchased for the fiscal year 2020/2021, to offset the need and demand for service the unit is experiencing throughout our district operations. The new unit shall be placed into service at our regional training center and cover the various special events throughout the year, as well as serve as a backup unit to UTV 262 if the need shall arise. Upon purchase of the unit, it is recommended that the aging John Deer utility be sent to surplus.

**Submitted By: Battalion Chief White**

## Detail

**Unit**    2019 POLARIS R19RSE99AS RNGR CREW    **Color:**    **Keyboard:**  
           1000  
           VIN/Serial No:4XARSE999K8555525    **Plate:**    **Odom/Hrs In:0**    **Out:0**

**Description:**

**Job Subtotal**              \$0.00

**Unit**    2019 POLARIS R19RSE99AS RANGER CREW    **Color:**    **Keyboard:**  
           XP 1000 EPS SUNSET RED METALLIC  
           VIN/Serial No:4XARSE999K8555525    **Plate:**    **Odom/Hrs In:0**    **Out:126**

**Unit**    2021 POLARIS RANGER 1000 CREW    **Color:**    **Keyboard:**  
           VIN/Serial No:TBD    **Plate:**    **Odom/Hrs In:0**    **Out:0**

**Description:**

<b>Parts</b>					
Part #	Qty	Description	Price	Discount	Total
2883274	0.00	K-ROOF(2)SPORT,ZS CREW	\$539.99	(\$81.00)	\$0.00
2879969	1.00	K-MIRROR,RRVW,CAB,RGT	\$64.99	(\$6.50)	\$58.49
2882764	1.00	K-ACCY,HORN,ZS	\$64.99	(\$6.50)	\$58.49
63-7311	1.00	LICENSE PLATE MOUNT	\$26.95	(\$2.69)	\$24.26
2883301	1.00	K-ACCY,WNSLSD,PLY,HALF,ZS	\$209.99	(\$21.00)	\$188.99
2879013	1.00	LOCK & RIDE PRO-FIT GLASS REAR	\$389.99	(\$39.00)	\$350.99
2883438	1.00	K-ACCY,HALF DOORS,ZS CREW	\$1,579.99	(\$158.00)	\$1,421.99
2882559	1.00	K-ACCY,DOOR,HALF,ZS	\$1,579.99	(\$158.00)	\$1,421.99
2882870-520	1.00	K-PANEL DOOR ACCENT ZS,SS RED	\$61.59	(\$6.16)	\$55.43
2883829-520	1.00	K-PANEL DOOR ACCENT,ZSC,SS RED	\$61.59	(\$6.16)	\$55.43
609328	5.00	QBT846 28X10R-14 8PR QB	\$179.99	(\$18.00)	\$809.95
1525017	5.00	VALVE, RIM	\$5.56	(\$0.56)	\$25.00
02300941	5.00	WHEEL 14X7 4/156 5+2	\$123.95	(\$12.39)	\$557.80
<b>Parts Subtotal</b>					<b>\$5,028.81</b>

  

<b>Labor</b>			
Description	Technician	Hour	Total
DOT/ROOF		0	\$0.00
HALF DOORS		0	\$0.00
WINDSHIELD		0	\$0.00
<b>Labor Subtotal</b>			<b>\$0.00</b>

**Job Subtotal**              \$5,028.81

**Description:**

**Job Subtotal**              \$0.00

<b>All Jobs Subtotal:</b>	<u>          \$5,028.81</u>
<b>Tax:</b>	<b>\$316.81</b>
<b>Total:</b>	<u>          \$5,345.62</u>
<b>Less Deposits:</b>	<b>\$0.00</b>
<b>Total Due:</b>	<u>          \$5,345.62</u>



**RideNow Apache Junction**  
 11357 E Apache TI, # 103  
 www.RideNowApacheJunction.com  
 Apache Junction, AZ 85220  
 Phone: (480) 986-6922

**Estimate**  
**Due: \$5,345.62**

Doc Number: Estimate  
 Service Writer: Dustin Newberg  
 Date Printed: 09/30/2020  
 Date Promised: 09/29/2020

**SUPERSTITION FIRE & MEDICAL**  
 565 N IDAHO  
 APACHE JUNCTION, AZ 85119

**Customer Information**  
 Home Phone: 602-478-2429 (BRIAN)  
 Cell Phone: 602-478-2429  
 Email: barb.duffel@sfmt.az.gov  
 Tax Resale #1: 86-0311208  
 Tax Resale #2: 199311957

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**Summary**

Unit	Job	Job Total
2019 POLARIS R19RSE99AS		\$0.00
2021 POLARIS RANGER 1000 CREW		\$5,028.81
2021 POLARIS RANGER 1000 CREW		\$0.00
<b>Job Subtotal:</b>		<b>\$5,028.81</b>
<b>Job Parts Subtotal:</b>		<b>\$5,028.81</b>
<b>Tax:</b>		<b>\$316.81</b>
<b>Total:</b>		<b>\$5,345.62</b>
<b>Less Deposits:</b>		<b>\$0.00</b>
<b>Total Due:</b>		<b>\$5,345.62</b>

PARTS & LABOR ARE WARRANTIED FOR 90 DAYS FROM COMPLETION DATE.  
 This warranty covers manufacturing defects in parts or defective installation only.  
 Wear items, as well as damage caused by abuse, neglect or competitive use are excluded.

Thank you for your business!

I hereby authorize the above repair work to be done along with the necessary materials. Your employees may operate above vehicle(s) for the purpose of testing, inspection and delivery at my risk. An express mechanic's lien is acknowledged on the above vehicle(s) to secure the amount of repairs thereto. I acknowledge that the articles left in the vehicle(s) in case of fire, theft, accident or any other condition or event beyond their control. I hereby release the dealership and its affiliates from any and all liability pertaining to the loading and/or off-loading my vehicle(s) either on or off company property. I also understand that I am fully responsible for properly tying down and securing any and all of my vehicle(s) when they are returned to my possession. All parts and labor have a 90 day warranty from date of completion. Storage will be charged commencing 7 days after repairs are completed.

SAVE OLD PARTS: YES ( ) NO ( ) (PARTS left over three days will be discarded!)

FRONT TIRE: TREAD DEPTH \_\_\_\_/\_\_\_\_, PSI \_\_\_\_  
 REAR TIRE: TREAD DEPTH \_\_\_\_/\_\_\_\_, PSI \_\_\_\_

PICKED UP by SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

\* THE FUN STARTS HERE \*

HONDA \* SUZUKI \* YAMAHA \* POLARIS

RIDENOW POWERSPORTS APACHE JUNCTION

11357 E APACHE TRAIL SUITE #103

APACHE JUNCTION, AZ 85220

480-986-6922

\* \* \* \* \*

BILL OF SALE

\* \* \* \* \*

PURCHASER: SUPERSTITION FIRE & MEDICAL HOME PHONE: 602-478-2429 (BRIAN WHITE) DATE: 07/29/2020

WORK PHONE:

DEAL #: 6451

565 N IDAHO

SALESMAN: Matt Cochran

APACHE JUNCTION AZ 85119

FINANCE MANAGER:

DESCRIPTION OF PURCHASE

DESCRIPTION OF TRADE

N/U/D: New	STOCK #: P12345	STOCK #:	MILEAGE:
YEAR: 2020	COLOR:	YEAR:	LISC #:
MAKE: POLARIS	ENGINE #:	MAKE:	
MODEL: RANGER CREW 1000	CLASSEM IAW SANDSTONE	MODEL:	
SERIAL #:		SERIAL #:	

SETTLEMENT

BASE PRICE:	17,600.00
DEALER FREIGHT:	0.00
DEALER ASSEMBLY/SET UP:	0.00
TOTAL ACCESSORIES:	0.00
LOJACK:	0.00
SUB TOTAL:	17,600.00
SALES TAX:	1,108.80
PRESOLD PARTS/LABOR:	0.00
MECHANICAL PROTECTION:	0.00
PRIORITY MAINTENANCE:	0.00
GAP PROTECTION:	0.00
THEFT PROTECTION:	0.00
TIRE/WHEEL PROTECTION:	0.00
WASTE TIRE FEE:	2.00
REGISTRATON/LICENSE:	46.75
DEALER TITLING/PROCESSING:	599.95
GRAND TOTAL ALL UNITS:	19,357.50
TOTAL PRICE:	19,357.50
TRADE ALLOWANCE:	0.00
TRADE PAYOFF:	0.00
TRADE EQUITY:	0.00
DOWN PAYMENT:	0.00
TOTAL DOWN PAYMENT:	0.00
BALANCE DUE:	19,357.50

Customer was offered Gap and Theft Protection, Extended Warranty, Tire PCMP, LoJack. Customer had DECLINED protection unless purchased as shown on this Bill of Sale ( )

PURCHASER: \_\_\_\_\_ REFERRED BY: \_\_\_\_\_

PURCHASER: \_\_\_\_\_ MANAGER: \_\_\_\_\_

\* In signing this Bill of Sale, customer acknowledges that the above purchased item(s) were paid for by cash, check, credit card, or a fundable finance contract. All sales are final. No refunds on above product unless stated in writting otherwise. Dealer retains all incentives unless otherwise stated on a "We Owe" statement. IN MOST CASES, AFTERMARKET COMPENENTS AND/OR DAMAGE CAUSED BY AFTERMARKET COMPONENTS, ARE NOT COVERED BY THE FACTORY WARRANTY AND/OR EXTENDED WARRANTY. X \_\_\_\_\_

Status: Quote  
 Invoice Date:  
 Print Date: 7/30/2020

**FOUR SEASONS MOTORSPORTS**  
 16458 N AZ Highway 87  
 Payson AZ, 85541-2858  
 (928) 474-3411

Quote #: 1377



<b>BILLING ADDRESS</b>
VAUGHN CROSHAW
(480) 797-7392

<b>SHIP ADDRESS</b>
VAUGHN CROSHAW
(480) 797-7392

Sales Rep	Terms	Tax Code	Customer PO	Sales Type	Ship Date
	CC	TAX		Regular or Over the Counter	7/30/2020

Qty	OEM Code	Item No.	Item Description	Bin Location	Sell	Your Price	Amount
1.00			20 RGR CREW 1000 PREMIUM MATTE TITANIUM		15,334.52	15,334.52	15,334.52
1.00	FEES	FREIGHT SXS	FREIGHT CHARGED TO CUSTOMER		600.00	600.00	600.00
1.00	FEES	ASSEMBLY SXS	ASSEMBLY OF SXS		500.00	500.00	500.00
1.00	FEES	DOC FEES SXS	DOCUMENT FEES - SDXSD		300.00	300.00	300.00
1.00	FEES	TITLE FEE	TITLE FEES FOR OVER 1800 LB		352.18	352.18	352.18
1.00		OVERWEIGHT ACC KIT-RGR OPT 1	HORN, HORN BUTTON PUSH 20A, LICENSE PLT BRKT UNIV, RADIANTZ LED PLATE SETUP AND PREP		200.00	200.00	200.00
1.00	FEES	PIN SXS			85.00	85.00	85.00
4.00	FEES	TIRE SLIME	TIRE SLIME FOR NEW UNITS		14.00	14.00	56.00
1.00	FEES	W-P48MO-601&UPCC	48 MO EXT WARRANTY 601 & UP CC		1,390.00	1,390.00	1,390.00

Tax Authority Code	Invoice Payments
	Type      Amount      Date
NT	0.0000
STATE	1,025.2783
TAX 3	0.0000
TAX 5	0.0000

<b>Total Invoice</b>	
Items:	0.00
Fees:	3,283.18
Labor:	0.00
Kits:	200.00
Units:	0.00
Misc:	15,334.52
<b>Subtotal:</b>	<b>18,817.70</b>
Ship by DEFAULT	0.00
Sales Tax:	1,025.28
<b>Total Due:</b>	<b>19,842.98</b>
Total Paid:	0.00
<b>Balance Due:</b>	<b>19,842.98</b>

Tracking No.

THANK YOU FOR YOUR BUSINESS

All returns are subject to a 20% restock fee.  
 No returns without receipt.  
 No returns on electrical items.  
 No returns after 14 days.  
 No returns on special orders or close out items.



## Appendix F

### F. Contract Agreement with Mountain Vista Hospital to serve as our Base Station

#### Submitted By

Assistant Chief Rick Ochs

#### Background / Discussion

The Arizona Department of Health Services (DHS) requires that we have a Base Station agreement with a hospital that can meet the minimum requirements as set forth by DHS. The Base Station agreement provides an avenue for our Paramedics to communicate with and receive orders from a Licensed Physician. Although the SFMD has its own Medical Director, Dr. Smith, we are still required by DHS to have a Base Hospital. MVH has served as our Base Station for several years and has requested that this new agreement be established following their new ownership by Stewart Healthcare. Our Medical Director, our EMS Division and our Attorney have approved this agreement.

#### Financial Impact/Budget Line Item

#### Enclosure(s)

N/A



**EMERGENCY BASE STATION AGREEMENT  
BETWEEN (CURRENT AGENCY) AND MOUNTAIN VISTA MEDICAL CENTER**

THIS EMERGENCY BASE STATION AGREEMENT (the "Agreement") is entered into between **MOUNTAIN VISTA MEDICAL CENTER, LP D/B/A MOUNTAIN VISTA MEDICAL CENTER** ("MEDICAL CENTER") and the **Superstition Fire & Medical District** ("SFMD" or "EMS AGENCY").

**RECITALS:**

- A. MEDICAL CENTER is a full-service medical and surgical facility licensed by the State of Arizona and is desirous of improving its level of patient care by serving as a basic life support ("BLS") and advanced life support ("ALS") base medical facility for the EMS AGENCY.
- B. EMS AGENCY desires to utilize the MEDICAL CENTER as a base hospital medical facility and to receive MEDICAL CENTER administrative medical control and on-line medical direction of EMS AGENCY's Emergency Medical Care Technicians, as defined in A.R.S. § 36-2201, ("EMCTs") rendering emergency care to persons.

THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties covenant and agree as follows:

1. MEDICAL CENTER Responsibilities.

- 1.1 MEDICAL CENTER shall identify an emergency physician (the "Emergency Physician") as the Administrative Medical Director who shall be responsible for administrative medical direction of all EMCTs and Registered Nurses ("RNs") assigned to the MEDICAL CENTER by EMS AGENCY.
- 1.2 MEDICAL CENTER shall provide at least one (1) Emergency Physician who shall function as the medical control authority and shall be physically present twenty-four (24) hours a day in MEDICAL CENTER's Emergency Department in order to provide on-line medical direction as needed. Such Emergency Physician shall be knowledgeable of the capabilities and limitations of BLS and ALS personnel as well as established standing orders and treatment, triage and communication protocols. The Emergency Physician who provides on-line medical direction to EMCTs must have at least one (1) of the following: (a) an emergency medicine certification issued by a member board of the American Board of Medical Specialties; (b) an emergency medical services certification issued by the American Board of Emergency Medicine; (c) successfully completed an emergency medicine residency training program; or (d) is an emergency medicine physician in an emergency department located in Arizona with certification in advanced emergency cardiac life support, advanced trauma life support and pediatric advanced life support. The Emergency Physician may designate a nurse who may function as an intermediary for on-line medical direction of EMCTs under the direction of the Emergency Physician (the "Nurse Intermediary").
- 1.3 MEDICAL CENTER shall appoint a qualified individual to oversee and monitor EMCTs in the performance of the shared responsibilities between EMS AGENCY and MEDICAL CENTER related to defined pre-hospital care activities, (e.g., review of certifications, training, education, and skill levels) (the "Pre-Hospital Coordinator"). The Pre-Hospital Coordinator shall be an Emergency Physician, RN or Paramedic who shall be available to address all pre-hospital issues during reasonable business hours.
- 1.4 MEDICAL CENTER shall provide administrative medical direction and on-line medical direction to EMS AGENCY's EMCTs who are assigned to MEDICAL CENTER.
- 1.5 MEDICAL CENTER, shall appoint a Continuous Quality Improvement Committee which shall:

- 1.5.1 Meet at least semi-annually, keep regular meeting minutes, evaluate complaints, develop continuing education courses and work collaboratively on quality management issues, and provide updates on pre-hospital issues which affect MEDICAL CENTER's services hereunder on behalf of or EMS AGENCY.
- 1.5.2 Develop a conflict resolution procedure that:
  - 1.5.2.1 Investigates and resolves patient, physician, Pre-Hospital Coordinator and Nurse Intermediary complaints about EMS AGENCY, its procedures, and EMS AGENCY's EMCTs; and
  - 1.5.2.2 Investigates and resolves EMS AGENCY's complaints about MEDICAL CENTER, its procedures, the Administrative Medical Director, Emergency Physicians, Nurse Intermediary, Pre-Hospital Coordinator or other MEDICAL CENTER personnel.
- 1.5.3 Develop written policies and procedures for the following in compliance with Arizona Department of Health Services ("ADHS"):
  - 1.5.3.1 Withdrawal or suspension of medical direction of EMS AGENCY or EMCTs.
  - 1.5.3.2 Notifying EMS AGENCY and the EMCTs of any withdrawal or suspension of medical direction.
- 1.5.4 Establish and enforce written medical direction requirements for the EMCTs.
- 1.5.5 Develop a procedure to propose a corrective action plan when review of cases indicates a lapse in following protocols or procedures.
- 1.6 MEDICAL CENTER shall establish a procedure for replenishing pharmaceutical and other medical supplies ("Supplies") expended during EMS AGENCY's treatment of any patients and those persons transported to MEDICAL CENTER. MEDICAL CENTER shall prepare and deliver a monthly invoice to EMS AGENCY for the Supplies replenished by MEDICAL CENTER pursuant to a separate Emergency Medical Services Restocking Agreement.
  - 1.6.1 Items in the drug box are restricted to those identified in Arizona Administrative Code, Title 9, Chapter 25, Article 5, Section R9-25-502 and Tables 5.2, 5.3 and 5.4 or under an emergency rule by ADHS's Bureau of Emergency Medical Services. Exceptions can be made by the Administrative Medical Director for pilot studies, expanded scopes of practice, such as Haz-Mat Paramedics, Tactical Operating Unit Paramedics, Wilderness Paramedics, Wildland Paramedics, or EMCTs of all levels in a disaster situation.
  - 1.6.2 MEDICAL CENTER and EMS AGENCY shall adhere to the drug box implementation procedures contained in Section R9-25-201(F) of the ADHS regulations.
  - 1.6.3 MEDICAL CENTER shall establish and implement a procedure which meets applicable federal and state requirements to assure the appropriate disposal of contaminated waste expended during the treatment of any patients transported to any other medical facility. EMS AGENCY may dispose of such waste at MEDICAL CENTER in accordance with applicable law and MEDICAL CENTER's policies and procedures.
- 1.7
- 1.8 MEDICAL CENTER may provide continuing education as deemed necessary by the Administrative Medical Director, Pre-Hospital Coordinator or EMS AGENCY.

- 1.9 MEDICAL CENTER shall provide dedicated, operational and accessible communication equipment in its Emergency Department that will allow on-line medical direction to be given to an EMCT. All telephone and radio communication between MEDICAL CENTER and EMCT for the purpose of medical direction shall be recorded.
  - 1.10 MEDICAL CENTER shall have a dedicated telephone line for EMCTs to contact the Emergency Department.
  - 1.11 MEDICAL CENTER shall utilize and adhere to the medical control plans adopted by the local Arizona Emergency Medical Services coordinating system.
  - 1.12 MEDICAL CENTER agrees to participate in EMS AGENCY's quality management program by providing review, consultation and/or medical direction when deemed necessary by MEDICAL CENTER or as requested by EMS AGENCY and approved by the Administrative Medical Director.
2. EMS AGENCY Responsibilities.
- 2.1 EMS AGENCY shall only utilize EMCTs with valid certification by ADHS's Bureau of Emergency Medical Services as prescribed in Arizona Administrative Code, Title 9, Chapter 25, Article 4 or licensed by the Arizona Board of Nursing.
  - 2.2 EMS AGENCY shall verify that only EMCTs with valid certifications or licenses are assigned to MEDICAL CENTER.
    - 2.2.1 EMS AGENCY shall provide MEDICAL CENTER with an accurate written list of the names of each EMCT currently assigned to MEDICAL CENTER.
    - 2.2.2 EMS AGENCY shall notify MEDICAL CENTER in writing prior to any termination, transfer or addition of any EMCT. Notification shall include the name(s), certification expiration date(s) and the effective date(s) of employment, transfer or termination. EMS AGENCY shall provide MEDICAL CENTER with a copy of all applicable certifications for each assigned EMCT.
    - 2.2.3 EMS AGENCY shall provide communication equipment in good working order that allows MEDICAL CENTER to communicate with EMCTs in the field.
  - 2.3 EMS AGENCY shall require its EMCTs to meet ADHS continuing education requirements for re-certification.
  - 2.4 EMS AGENCY shall be responsible for the procedures used in responding to and giving assistance at the scene of an emergency, unless adherence to these policies would conflict with MEDICAL CENTER's procedures. MEDICAL CENTER's medical control authorities shall assist EMS AGENCY's personnel by radio or phone communication when requested.
  - 2.5 EMS AGENCY shall initiate a patient care report for each patient contact. When transported to a receiving facility, the patient(s), the patient care report(s) and the care of the patient(s) shall immediately be transferred to that facility and become the responsibility of the receiving facility. EMS AGENCY shall provide MEDICAL CENTER's Pre-Hospital Coordinator with copies of the patient care record(s) in a timely manner.
  - 2.6 EMS AGENCY shall allow ride-along privileges to MEDICAL CENTER's medical control authorities and intermediaries for experience and observations.
  - 2.7 EMS AGENCY agrees to provide representation and participation in MEDICAL CENTER's Hospital Continuous Quality Improvement Committee.



2.8 EMS AGENCY agrees that no individual providing services under this Agreement shall begin work at MEDICAL CENTER without EMS AGENCY'S verification of a passed background check. EMS AGENCY shall provide such background check to MEDICAL CENTER upon request by MEDICAL CENTER.

3. Term; Termination. The term of this Agreement shall be effective as of the date of the last signature hereto ("Effective Date") and continue for three (3) years thereafter unless otherwise terminated as provided for herein. This Agreement may be terminated at any time with or without cause by either party providing thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach. Notwithstanding the foregoing EMS AGENCY may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.

4. Additional Requirements.

4.1 Independent Contractor Status. EMS AGENCY shall at all times be deemed to be an independent contractor of MEDICAL CENTER. EMS AGENCY's employees shall not be regarded as employees or agents of MEDICAL CENTER for the payment of any employer taxes such as FICA, unemployment and workers' compensation; MEDICAL CENTER shall not be responsible for those taxes or any fringe benefits for EMS AGENCY's employees. Further, the employees of EMS AGENCY shall not be regarded as employees of MEDICAL CENTER with respect to any activity in which they may be involved or for any other purpose. Accordingly, EMS AGENCY's employees are not entitled to any benefits provided to MEDICAL CENTER employees, including but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded MEDICAL CENTER employees. MEDICAL CENTER and all persons employed by MEDICAL CENTER, either directly or indirectly, are MEDICAL CENTER's employees, not EMS AGENCY's employees. Accordingly, MEDICAL CENTER's employees are not entitled to any benefits provided to EMS AGENCY employees, including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded EMS AGENCY employees. MEDICAL CENTER employees will not be regarded as EMS AGENCY employee or agent for any purpose, including the payment of unemployment or workers' compensation.

4.2 Mutual Indemnification. Each party shall indemnify and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the other party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based provided however, nothing herein shall be construed to expand the liability of any party or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. Where both MEDICAL CENTER and EMS AGENCY, including their respective employees or agents, participated in the liability-causing event, each party shall contribute a pro rata share to the common liability based upon its relative degree of fault. Notwithstanding any provision of the foregoing, the indemnification obligations of MEDICAL CENTER as set forth herein shall be limited to third party claims and shall be satisfied only through and to the extent of payments or reimbursements resulting from the insurance coverage maintained by MEDICAL CENTER at the time at which the underlying claim arose as set forth in this Agreement.

4.3 Insurance. EMS AGENCY agree to secure and maintain in force during the term of this Agreement comprehensive general liability insurance, including blanket contractual liability and automobile insurance coverages, in addition to professional liability insurance with minimum limits of Three Million Dollars (\$3,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate to cover any and all tort claims arising from or relating to the subject matter of this Agreement, regardless of when such claims are filed. MEDICAL CENTER agrees to secure and maintain in force during the term of this Agreement comprehensive general liability insurance and

professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Both parties shall maintain in place workers' compensation insurance coverage as required by federal and state law. Upon request, each party agrees to provide certificates of insurance which state that the above coverages are in force and will continue in force throughout the term of this Agreement, except that a thirty (30) day prior written notice of expiration, cancellation or substantial change shall be given to the other party. Each party acknowledges and agrees that the other party is permitted to satisfy the insurance requirements in this paragraph through self-insurance. Each party will provide to the other party, upon request, a declaration of self-insurance.

4.4 Compliance with Employment Laws. Each party agrees to comply with all federal, state and local laws, regulations, ordinances and orders governing immigration, equal employment opportunity, and affirmative action that are applicable to the party, including 42 U.S.C. Sec. 2000(e) et seq., the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act, Executive Order 11246 of September 24, 1965, Executive Order 13496 of January 30, 2009, and all amendments and applicable regulations pertaining to any of them, including 41 C.F.R. §§ 60.1.4(a)(7), 60-250.5, 60-300.5 and 60-741.5 (imposing anti-discrimination and affirmative action requirements) and 29 C.F.R. Part 471, appendix A to subpart A.

4.5 Modification Based Upon Change in Law or Interpretation Thereof. If there is a change in any federal or state law, regulation or rule which affects this Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the affected party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

4.6 Regulatory Termination. If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to the Centers for Medicare and Medicaid Services, Department of Health and Human Services or the Internal Revenue Service determines that this Agreement is illegal or jeopardizes MEDICAL CENTER's tax exempt status or otherwise materially affects either party's business, then the affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If no cure is implemented by the parties, then MEDICAL CENTER, in its discretion may terminate this Agreement with such notice as is reasonable under the circumstances.

4.7 Notice. Any notice required to be given under this Agreement shall be in writing, and shall be deemed delivered when personally delivered or three (3) days after the same is sent by certified mail, postage prepaid, as follows:

If to EMS AGENCY: Superstition Fire & Medical District  
565 N. Idaho Road  
Apache Junction, AZ. 85119  
Attn: Fire Chief

If to MEDICAL CENTER: President  
Mountain Vista Medical Center, LP  
1301 South Crismon Road  
Mesa, AZ 85209

With a Copy to:

Steward Health Care System LLC  
1900 N Pearl St., Suite 2400  
Dallas, TX 75201  
Attn: General Counsel

- 4.8 Compliance with HIPAA and HITECH. The parties are required to comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Standards”), as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and/or implementing regulations thereof. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event that a Business Associate Agreement becomes necessary due to the performance of services hereunder, the parties shall enter into and each party shall abide by the terms of a Business Associate Agreement attached hereto as Exhibit A in compliance with the applicable provisions of HIPAA, which shall protect the privacy, security and confidentiality of any protected health information.
- 4.9 Confidentiality. EMS AGENCY, its employees and agents shall keep confidential all knowledge, information relating to the business methods, business policies, procedures, techniques, reports, memoranda, statistics, forms, notes, records, financial information, patient lists, charts, know-how, work-in-progress, or trade secrets, legal documents or other knowledge or processes of or developed by MEDICAL CENTER, any other confidential information relating to or dealing with the business operations, activities or affairs of MEDICAL CENTER and documents entrusted to its care by MEDICAL CENTER. Neither EMS AGENCY nor its employees or agents shall disclose any knowledge, information or documents entrusted to it by MEDICAL CENTER to any person, firm or corporation other than the person, firm or corporation designated by MEDICAL CENTER. Knowledge, information and documents entrusted by MEDICAL CENTER to EMS AGENCY may include, but are not limited to, the names of vendors and the terms and conditions (including financial information) with vendors, the names of patients and the terms and conditions (including financial information) of agreements with or for the benefit of patients and all medical records and information. Notwithstanding the aforementioned requirements, MEDICAL CENTER acknowledges that EMS AGENCY is a governmental entity subject to Arizona’s public records laws (A.R.S. § 39-121 et seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to a subpoena or other judicial process. If either party receives a public records request or other lawful order to disclose confidential documents related to this Agreement, it will, to the extent possible, provide the other party with prompt written notice of the request or order so that such party may seek a protective order or other appropriate treatment, or waive compliance hereunder with respect to the disclosure.
- 4.10 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, MEDICAL CENTER shall have the right to assign or otherwise transfer its interest under this Agreement to any “related entity.” For the purposes of this section, a “related entity” shall be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of MEDICAL CENTER’s assets or operations relating to this Agreement and the surviving entity of any merger or consolidation involving MEDICAL CENTER. Any assignment to a related entity shall not require the consent or approval of EMS AGENCY in order to be effective. EMS AGENCY may elect to sever this Agreement upon thirty (30) days prior written notice if any assignment of this Agreement is deemed by EMS AGENCY, in its reasonable discretion, to not be in the best interest of EMS AGENCY.

- 4.11 Integration. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.
- 4.12 Force Majeure. Neither party shall be liable for any delay or failure in performance under this Agreement deemed to be a result, directly or indirectly, of any act of God, acts of civil or military authority, acts of public enemy, war, accidents, riots, epidemic, pandemic, quarantine, civil commotion, fires, explosions, earthquakes, floods, failure of public transportation, or any similar or dissimilar cause beyond the reasonable control of either party. For the avoidance of doubt, upon the occurrence of a Force Majeure event, either party may terminate this Agreement in its entirety, and without liability, due to such Force Majeure event upon written notice to the other party.
- 4.13 Severability. If any provision of this Agreement, or any application thereof to any person, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired and shall be enforced to the fullest extent permitted by law.
- 4.14 Supersede and Replace. This Agreement is intended to supersede and replace any existing agreements between the parties with regard to the subject matter contained herein.
- 4.15 Transactional Conflicts of Interest. The parties hereto both acknowledge that this Agreement is subject to cancellation by EMS AGENCY pursuant to provisions of A.R.S. § 38-511.
- 4.16 Definitions. Unless otherwise specified herein, the terms used in this Agreement shall have the same meanings as those defined in Arizona Administrative Code § R9-25-101.
- 4.18 Conflict of Interest Disclosure. EMS AGENCY represents and warrants that neither EMS AGENCY nor any affiliate of EMS AGENCY nor any officers, directors, employees, partners, members, owners or shareholders of EMS AGENCY or any affiliate of EMS AGENCY is related to, affiliated in any way with, or employs (or otherwise has a compensation interest with) any officer, director or employee of MEDICAL CENTER.
- 4.19 License and Permits. EMS AGENCY represents and warrants that it has obtained and shall maintain during the term of this Agreement all necessary certificates, licenses, permits and other authorizations from governmental and regulatory authorities.
- 4.20 No Federal Exclusion. Each part represents and warrants that such party is not, and at no time has been, excluded, debarred, suspended, or been otherwise determined to be, or identified as, ineligible to participate in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the “Governmental Program”). Each party agrees to immediately notify the other party of any threatened, proposed, or actual exclusion from any Governmental Program. In the event that a party is excluded from any Governmental Program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that a party is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. In the event that any employee, agent, or independent contractor of a party providing services under this Agreement is excluded from any Governmental Program, such party must immediately remove that employee, agent, or independent contractor from providing services pursuant to this Agreement. Each party shall indemnify, defend, and hold harmless the other party against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, arising, directly or indirectly, out of any violation of this Section by such party.

- 4.21 Non-Exclusive Agreement. This Agreement with EMS AGENCY is not exclusive. Accordingly, MEDICAL CENTER and EMS AGENCY shall each have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement and execution by MEDICAL CENTER and EMS AGENCY of such agreements shall not constitute a breach of this Agreement.
- 4.22 Governmental Review and Inspection. EMS AGENCY agrees to maintain medical, financial, and administrative records related to Services rendered as required by applicable law. Such records must be maintained in an accurate and timely manner in accordance with general standards applicable to such records. EMS AGENCY agrees to maintain such records, documents and other information relating to this Agreement for a minimum of ten (10) years from the last date of service or such longer period as required by law. EMS AGENCY acknowledges that any governmental entity with authority over programs in which EMS AGENCY may participate through this Agreement may in accordance with applicable laws, regulations and sub-regulatory guidance evaluate the quality, appropriateness and timeliness of services rendered. EMS AGENCY agrees to cooperate with any audit and investigation and make its facilities, personnel, books, records, documents, computers and other electronic systems, and those of any downstream subcontractor, available for audit, inspection, and copyright by any governmental entity including, but not limited to, the State of Arizona, Secretary of the U.S. Department of Health and Human Services, Comptroller General, Centers for Medicare and Medicaid, or their duty authorized representatives. Notwithstanding the foregoing, EMS AGENCY will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If EMS AGENCY carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, EMS AGENCY agrees to include this requirement in any such subcontract. Nothing in the foregoing sentence shall be construed to permit EMS AGENCY to enter into any such subcontract unless permitted pursuant to Section 4.10 above. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec.952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by MEDICAL CENTER or EMS AGENCY by virtue of this Agreement.
- 4.23 Governing Law. This Agreement and any Exhibits shall be governed by the internal substantive laws of the State of Arizona, without regard for conflicts of laws.
- 4.24 No Physician Ownership. EMS AGENCY hereby expressly represents to MEDICAL CENTER that no physician nor any member of a physician's immediate family owns or holds a direct or indirect ownership or financial interest in EMS AGENCY. However, MEDICAL CENTER acknowledge that EMS AGENCY has disclosed to MEDICAL CENTER that Gary A. Smith M.D. does receive compensation from EMS AGENCY for serving in a consultation capacity.
- 4.25 Compliance. EMS AGENCY acknowledges that if EMS AGENCY (a) provides direct patient care items or services for which MEDICAL CENTER bills, or (b) performs billing or coding functions for MEDICAL CENTER, EMS AGENCY's applicable employees and agents shall complete MEDICAL CENTER's mandatory employee compliance lessons (initially and annually thereafter). Upon execution of this Agreement, EMS AGENCY shall provide MEDICAL CENTER with the e-mail address and phone number of a representative of EMS AGENCY so as to assist MEDICAL CENTER's Ethics and Compliance Department in ensuring that such required training occurs.
- 4.26 Retention and Inspection of Records. Notwithstanding Section 4.22 above, all records shall be kept on file by EMS AGENCY for a period of six (6) years from the date the record is made. EMS AGENCY shall, upon reasonable notice, give MEDICAL CENTER or its authorized representative the privilege, at a reasonable time during normal business hours, of inspecting, examining and auditing such of EMS AGENCY's business records which are directly relevant to the financial arrangements. The cost of such inspection, examination and audit will be at the sole expense of

MEDICAL CENTER and such inspection, examination and audit shall be conducted where said records are normally maintained.

- 4.27 Corporate Authority. The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or other entity, and that this Agreement is binding upon the entity in accordance with its terms.
- 4.28 Waivers and Amendments. No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Agreement may only be amended by a written document signed by all parties hereto.
- 4.29 Counterparts. This Agreement may be executed in one or more copies or counterparts, each of which when signed shall be an original, but all of which together shall constitute a single instrument. Signatures submitted via telecopy or electronic or digital signatures shall have the same force and effect as original signatures and, as such, shall be valid and binding upon the parties.
- 4.30 Compliance with Standards, Laws and Regulations. Both parties shall comply with all standards applicable to the services described in this Agreement, including but not limited to the standards of (a) The Joint Commission, (b) federal, state and local government laws, rules and regulations, and (c) third party payors, including but not limited to the Drug Supply Chain Security Act 21 CFR § 10.115(g)(2), and any requirements promulgated by the Arizona Medical Direction Commission organized pursuant to A.R.S. § 36-2203.01, or its successor entity.
- 4.31 Compliance with Medical Center Rules and Regulations. Whenever providing services or goods pursuant to this Agreement on MEDICAL CENTER premises, EMS AGENCY, its employees and agents shall comply with and observe all MEDICAL CENTER policies, procedures, rules and regulations related to both the services provided by EMS AGENCY and physically maintaining a presence on MEDICAL CENTER premises. If any of the services or goods provided under this Agreement are services or goods for which MEDICAL CENTER may, directly or indirectly, obtain compensation or reimbursement from any governmental health program (e.g., Medicare, Medicaid, AHCCCS, TRICARE, or any successor entity), EMS AGENCY will comply with all government reimbursement requirements as specified by MEDICAL CENTER and shall assist MEDICAL CENTER in completing necessary documents and records for reimbursement.
- 4.32 No Referrals. The parties acknowledge that none of the benefits granted to either party hereunder are conditioned on any requirement that EMS AGENCY or MEDICAL CENTER make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. The parties further acknowledge that EMS AGENCY is not restricted from transporting any patient to, or otherwise generating any business for, any other facility of their choosing.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year set forth below.

**MEDICAL CENTER:**

**MOUNTAIN VISTA MEDICAL CENTER, LP  
d/b/a MOUNTAIN VISTA MEDICAL CENTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

**EMS AGENCY:**

**SUPERSTITION FIRE & MEDICAL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Board Chair \_\_\_\_\_  
Signature Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Board Clerk \_\_\_\_\_  
Signature Date: \_\_\_\_\_

**EXHIBIT A**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **MOUNTAIN VISTA MEDICAL CENTER, LP D/B/A MOUNTAIN VISTA MEDICAL CENTER** (the “Covered Entity”) and **SUPERSTITION FIRE & MEDICAL DISTRICT** (the “Business Associate”).

**WITNESSETH**

**WHEREAS**, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate provides certain services (the “Services”) to Covered Entity;

**WHEREAS**, Covered Entity may Disclose to Business Associate Protected Health Information (“PHI”) as necessary for Business Associate to provide Services pursuant to the Underlying Agreement, and the Business Associate may Use and further Disclose such PHI, or create additional PHI, in the performance of such Services;

**WHEREAS**, Covered Entity and the Business Associate desire to set forth their respective rights and obligations with respect to the Use and Disclosure of PHI in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated thereunder, including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 (“HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), including all applicable regulations and guidance issued by the Secretary of the Department of Health and Human Services (“HHS”); and other applicable state laws, all as amended from time to time; and;

**WHEREAS**, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, Business Associate and Covered Entity agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations and/or the HITECH Act, as applicable.

1.1 **Breach:** “Breach” shall have the same meaning as the term “breach” has in 45 C.F.R. §164.402, wherein breach is defined to mean the acquisition, access, Use, or Disclosure of PHI in a manner not otherwise permitted under 45 C.F.R. Subpart E that compromises the security or privacy of the PHI.

The term Breach specifically excludes:

(i) Any unintentional acquisition, access, or Use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted under 45 C.F.R. Subpart E.

(ii) Any inadvertent Disclosure by a person who is authorized to access PHI at a Covered Entity or Business Associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under 45 C.F.R. Subpart E.



(iii) A Disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

1.2 Breach Notification Rule: “Breach Notification Rule” shall mean the Notification of Breach of Unsecured PHI regulations at 45 C.F.R. Part 164, Subparts A and D.

1.3 Designated Record Set: “Designated Record Set” has the same meaning as the term “designated record set” has in 45 C.F.R. §164.501.

1.4 Individual: “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

1.5 Privacy Rule: “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.

1.6 Protected Health Information: “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required by Law: “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.

1.8 Secretary: “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

1.9 Security Incident: “Security Incident” shall have the same meaning as “security incident” in 45 C.F.R. §164.304.

1.10 Security Rule: “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended by the HITECH Act.

1.11 Unsecured Protected Health Information: “Unsecured Protected Health Information” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in 45 C.F.R. §164.402.

2. **Obligations and Activities of Business Associate.** The parties agree as follows:

2.1 Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 C.F.R. § 164.504(e). Business Associate shall comply with all requirements of Subpart E of 45 C.F.R. related to privacy and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

2.2 Business Associate shall use reasonable and appropriate safeguards to prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity and shall comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.4 Business Associate shall notify the Covered Entity in writing of any Security Incident or access, acquisition, Use or Disclosure that is not provided for by this Agreement without unreasonable delay and within five (5) business days of Business Associate’s discovery of the Security Incident or non-permitted access, acquisition, Use

or Disclosure. The initial notification shall include a brief description of the Security Incident or non-permitted access, acquisition, Use or Disclosure, which shall include (a) the date of the event, (b) the date of discovery, (c) the nature of the PHI involved, (d) the extent of the non-permitted access, acquisition, Use or Disclosure or Security Incident, and (e) the unauthorized person(s) who accessed, acquired, or Used the PHI or to whom the non-permitted Disclosure was made. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of Covered Entity's PHI that it discovers and shall conduct a risk assessment as set forth in 45 C.F.R. § 164.402. Business Associate shall document and retain records of its investigation of any non-permitted access, acquisition, Use or Disclosure or Security Incident, including its risk assessment and reports to Covered Entity under this Section 2.4. Upon request of Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and risk assessment of whether such unauthorized access, acquisition, Use, or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted access, acquisition, Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5 below.

2.5 If Business Associate concludes that a reportable Breach of Unsecured PHI has occurred, or Covered Entity makes such determination based on the Business Associate's investigation and risk assessment, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. § 164.410(c). Covered Entity shall have sole control over the determination of whether Breach notification is required and the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations with respect to such a Breach. Business Associate shall reimburse Covered Entity for its reasonable costs, expenses, and damages (including reasonable attorney fees) arising from a Breach reported to the Covered Entity, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance for a period not to exceed one year) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

2.6 Business Associate shall require each agent and subcontractor that creates, maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such agents and subcontractors the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

2.7 Business Associate agrees to provide access, at the reasonable request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. If Business Associate maintains PHI in an Electronic Health Record, Business Associate shall provide such information in the electronic form and format requested by Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2).

2.8 Business Associate agrees to, at the request of the Covered Entity or an individual, promptly make any amendment(s) to the PHI that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526.

2.9 Business Associate agrees to make available to the Secretary during Business Associate's normal business hours, the internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of such requests served upon Business Associate for information or documentation by or on behalf of the Secretary.

2.10 Business Associate agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. §164.528. If Business Associate maintains an Electronic Health Record on behalf of Covered Entity, then, Business Associate shall document Disclosures made through such

Electronic Health Record for Treatment, Payment and Health Care Operations in compliance with 42 U.S.C. § 17935(c) and the implementing regulations.

2.11 Business Associate agrees to promptly provide to Covered Entity or an Individual information collected in accordance with the Agreement, to permit 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.

3. **Permitted Uses and Disclosures by Business Associate.** Business Associate shall Use and Disclose PHI only for the purpose of performing Business Associate's obligations under the Underlying Agreement and as permitted by this Agreement or Required by Law.

3.1 Business Associate shall not Use or Disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any Disclosure by the Business Associate for such purposes, either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person shall hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person shall notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached. Business Associate may also Use PHI for Data Aggregation purposes, if requested by Covered Entity, in connection with the Health Care Operations of Covered Entity. Business Associate is not authorized to Use the PHI to create de-identified information. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

3.2 Business Associate shall limit its Use, Disclosure or request for PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

3.3 Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity, consistent with 42 U.S.C. § 17935(d)(2) and 45 C.F.R. § 164.502(a)(5)(ii), except with the prior written consent of the individual in accordance with 45 C.F.R. § 164.508(a)(4).

3.4 Business Associate shall not Use or Disclose PHI for fundraising purposes or for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or Use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 C.F.R. § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 42 U.S.C. § 17936, 45 C.F.R. §§ 164.524(f) and 164.508(a)(3)(ii), and any other implementing regulations or guidance that may be issued or amended from time to time.

3.5 Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes if and to the extent that Covered Entity has informed Business Associate that the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, consistent with 42 U.S.C. § 17935(a) and 42 C.F.R. § 164.522(a)(1)(vi).

3.6 Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. **Obligations of Covered Entity.** Covered Entity agrees as follows:

4.1 Covered Entity shall notify Business Associate of any limitations in its Notice of Privacy Practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

4.3 Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. **Term and Termination.** The parties agree as follows:

5.1 **Term.** This Agreement shall become effective as of the date of execution of this Agreement by Covered Entity, and shall terminate as of the termination date of the Underlying Agreement or on the date that the Covered Entity terminates for cause as authorized in Section 5.2, whichever is sooner.

5.2 **Termination for Cause.**

A breach or violation by Business Associate of any provision of this Agreement, as determined by Covered Entity, shall constitute a breach of the Underlying Agreement and shall provide grounds for termination of the Underlying Agreement by Covered Entity.

Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall notify Business Associate and provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach within such reasonable time, or if cure is not feasible, Covered Entity may terminate the Services immediately. If termination is not feasible, Covered Entity shall report the problem to the Secretary of Health and Human Services.

6. **Effect of Termination.** It is agreed and understood that, upon termination of this Agreement, Business Associate shall either return or destroy all PHI received from, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form. Business Associate shall retain no copies of such information. If for any reason, such return or destruction is infeasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this Agreement to the PHI for as long as Business Associate retains the PHI; (d) limit any further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the information infeasible and subject to the same conditions set out at Section 3 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7. **Miscellaneous.**

7.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy, Breach Notification, or Security Rules means the section as in effect or as amended, and for which compliance is required.

7.2 **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA, the HIPAA Regulations, or the HITECH Act.

7.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, and the HITECH Act.

7.4 **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement as long as Business Associate and its subcontractors or agents are in possession of any Covered Entity's PHI.

7.5 Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

7.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7.7 Massachusetts Data Security Law. Business Associate shall comply with the Massachusetts Data Security Law and the regulations codified at 201 CMR §17.00 et al., as may be amended from time to time.

7.8 Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission or personal or courier delivery:

If to Business Associate: Superstition Fire & Medical District  
565 N. Idaho Road  
Apache Junction, AZ. 85119  
Attn: Fire Chief

If to Covered Entity: Mountain Vista Medical Center, LP  
1301 South Crismon Road  
Mesa, AZ 85209  
Attn: President

With a Copy To: Steward Health Care System LLC  
1900 N. Pearl Street, Suite 2400  
Dallas, TX 75201  
Attn: General Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**COVERED ENTITY**

Mountain Vista Medical Center, LP d/b/a Mountain Vista Medical Center

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

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

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

**BUSINESS ASSOCIATE**

Superstition Fire & Medical District

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

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

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

## STEWARD HEALTH CARE SYSTEM BUSINESS ASSOCIATE PROFILE

Contacts			
<b>POINT OF CONTACT 1:</b>		<b>POINT OF CONTACT 2:</b>	
<b>Name</b>	Enter point of contact name	<b>Name</b>	Enter point of contact name
<b>Job Title</b>	Enter job title	<b>Job Title</b>	Enter job title
<b>Phone</b>	Enter phone #	<b>Phone</b>	Enter phone #
<b>Fax</b>	Enter fax #	<b>Fax</b>	Enter fax #
<b>Email</b>	Enter email address	<b>Email</b>	Enter email address
Company Profile			
<b>Name of the holding or parent company</b>		Parent company name	
<b>Company/business name</b>		Business/company name	
<b>Is company publicly or privately held?</b>		<input type="checkbox"/> <b>Publicly held</b> <input type="checkbox"/> <b>Privately held</b>	
<b>If public, what is the name of the exchange?</b>		Exchange	Trading symbol?
			Trading symbol
<b>Type of legal entity</b>	Legal entity type (corporation, LLC, etc.)	<b>State of incorporation</b>	State
<b>TIN/FEIN Number</b>		TIN/FEIN	
<b>Company website URL</b>		Website	
<b>Is the company owned in part (5% or more) by a person who is currently excluded from furnishing administrative and management services that are payable by the Federal health care programs?</b>			<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Has your company suffered a data loss or security breach within the last 3 years?</b>			<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>If yes, please describe the loss or breach.</b>		Describe breach here	
<b>Has any of your Third Party Vendors suffered a data loss or security breach within the last 3 years?</b>			<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>If yes, please describe the loss or breach.</b>		Describe breach here	
<b>Type of services provided to Steward Health Care System or its facilities?</b>			
Please enter detailed response and/or attach business proposal			
<b>Current contract end date</b>	Select date	<b>Business Associate Agreement effective date</b>	Select date
<b>Has the company been credentialed by Steward Health Care System and its affiliates?</b>			<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Steward Health Care System Covered			
<b>Please check the Steward entity or entities the contract covers:</b>		<input type="checkbox"/> Corporate level – ALL Steward Entities	
<input type="checkbox"/> Brim Physicians Group of Colorado		<input type="checkbox"/> Physician Group of Arkansas	
<input type="checkbox"/> Davis Hospital & Medical Center		<input type="checkbox"/> Physician Group of Louisiana	
<input type="checkbox"/> Desert Grove Family Medicine		<input type="checkbox"/> Physician Group of Utah	
<input type="checkbox"/> Glenwood Regional Medical Center		<input type="checkbox"/> Pikes Peak Regional Hospital	
<input type="checkbox"/> Health Choice Arizona, Inc.		<input type="checkbox"/> Podiatric Physicians of Arizona	
<input type="checkbox"/> Health Choice Insurance Co.		<input type="checkbox"/> Rocky Mountain Women’s Health Center	
<input type="checkbox"/> Health Choice Management Co.		<input type="checkbox"/> Salt Lake Regional Medical Center	
<input type="checkbox"/> Heart and Lung Institute of Utah		<input type="checkbox"/> Southwest General Hospital	
<input type="checkbox"/> IASIS Healthcare LLC		<input type="checkbox"/> St. Joseph Medical Center	
<input type="checkbox"/> Jordan Valley Medical Center		<input type="checkbox"/> SJMC Physician Services	
<input type="checkbox"/> Jordan Valley Medical Center – West Valley Campus		<input type="checkbox"/> St. Luke's Behavioral Hospital	
<input type="checkbox"/> Mountain Medical Imaging Center		<input type="checkbox"/> St. Luke's Medical Center	

<input type="checkbox"/> Mountain Point Medical Center, a Campus of Jordan Valley Medical Center	<input type="checkbox"/> Tempe St. Luke's Hospital, a Campus of St. Luke's Medical Center
<input type="checkbox"/> Mountain Vista Medical Center	<input type="checkbox"/> The Medical Center of Southeast Texas
<input type="checkbox"/> Odessa Regional Medical Center	<input type="checkbox"/> Wadley Regional Medical Center
<input type="checkbox"/> Permian Premier Health Services	<input type="checkbox"/> Wadley Regional Medical Center at Hope
<input type="checkbox"/> Physician Group of Arizona	<input type="checkbox"/> OTHER: Enter name of entity here

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