

VERSION 1.0  
June 19, 2019



# BOARD OF DIRECTORS MEETING

JUNE 19, 2019

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

**June 19, 2019**

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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, June 19, 2019. 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 May 2019 financial reports and bank reconciliations. (BOD #2019-06-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-06-02)**
- 3. Call to the Public. (BOD #2019-06-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 #2019-06-03):**
  - A. Board Meeting Minutes from May 15, 2019
  - B. Delta Dental Contract for FY2019/2020
  - C. United Healthcare (UHC) Medical Confirmation of Renewal for FY2019/2020
  - D. Adoption of Resolution 2019-06-19-04 – Wells Fargo Credit Line for FY19/20
  - E. Transfer Funds for the 6/30/19 Debt Service Payments
  - F. Approval of the Combined Resolution affecting County Treasurer Transactions for FY19/20
- 5. Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2019 / 2020 Revenue and Expenditure Budget and adoption of Resolution 2019-06-19-03. (BOD #2019-06-04)**

**6. Discussion, presentation and possible approval of the following Policies brought for review at the May 15, 2019 Board Meeting for final approval at the June 19, 2019 Board Meeting. (BOD #2019-06-05)**

- 1026 – Smoking and Tobacco Use
- 1027 – Drug and Alcohol Free Workplace
- 1028 – Personal Appearance Standards
- 1029 – Uniform Regulations
- 1030 – Badges
- 1031 – Identification Cards
- 1032 – Occupational Disease and Work Related Injury Reporting
- 1033 – Temporary Modified Duty Assignments
- 1034 – Release of HIPPA Protected Information
- 1035 – Return to Work
- 1037 – Line of Duty Death and Serious Injury Notification

**7. Discussion and presentation of the following Policies brought for review at the June 19, 2019 Board Meeting for final approval at the July 17, 2019 Board Meeting. (BOD #2019-06-06)**

- 1036 – Line-of-Duty-Death
- 1038 – Family Support Liaison
- 1039 – Funerals
- 1040 – Family and Medical

**8. Reports. (BOD #2019-06-07)**

**Senior Leadership Team (SLT):**

**Fire Chief Mike Farber**

**Assistant Chief of Emergency Operations Richard Mooney**

**Assistant Chief of Planning & Logistics Richard Ochs**

**Deputy Chief Jeff Cranmer**

**Administrative Services Director Anna Butel**

**Finance Director Roger Wood**

**9. New Business / Future Agenda Items. (BOD #2019-06-08)**

**10. Announcements (BOD #2019-06-N/A)**

**11. Adjourn (BOD #2019-06-09)**

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: June 13, 2019  
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 – June 19, 2019

Agenda Item: 1

BOD#: 2019-06-01

### Agenda Item Title

Review and approval of the May 2019 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 May 2019 financial reports and bank reconciliations."*



Go To Item 2

Go to Agenda

**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 **May 2019**:

1. Financial Statement
2. Bank Reconciliations
  - a. General (100) Fund
  - b. Transport Services (150) Fund
  - c. Capital Projects (200) Fund
  - d. Bond Proceeds (300) Fund
  - e. Special Projects (400) Fund
  - f. Debt Principle (500) Fund
  - g. Debt Interest (600) Fund

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Todd House, Board Chair

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Date



May 2019

**Governing Board Meeting – June 19, 2019**

**Agenda Item: 2**

**BOD#: 2019-06-02**

**Agenda Item Title:**

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

**Submitted By:**

Fire Chief Mike Farber

Assistant Chief Rick Ochs

**Background/Discussion:**

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

## **June Service Anniversaries**

### **25 Years of Service**

Battalion Chief **Jeff Cranmer**

Engineer **Mike Wolfe**

### **18 Years of Service**

Firefighter **Ryan Elowe**

### **13 Years of Service**

Captain **Alex Dupuis**

Firefighter / Paramedic **Bill Tavares**

### **12 Years of Service**

Engineer **Brandon Blessum**

Firefighter / Paramedic **Ryan Rodriguez**

Captain **Geof Shively**



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**Governing Board Meeting – June 19, 2019**

**Agenda Item: 3**

**BOD#: 2019-06-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



**Go to Item 4**

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## Governing Board Meeting – June 19, 2019

Agenda Item: 4

BOD#: 2019-06-03

### Agenda Item Title

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

- A. Board Meeting Minutes from May 15, 2019 – **Appendix A**
- B. Delta Dental Contract for FY2019/2020
- C. United Healthcare (UHC) Medical Confirmation of Renewal for FY2019/2020
- D. Adoption of Resolution 2019-06-19-04 – Wells Fargo Credit Line for FY19/20
- E. Transfer Funds for the 6/30/19 Debt Service Payments
- F. Approval of the Combined Resolution affecting County Treasurer Transactions for FY19/20

### 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 June 19, 2019.”*



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**Governing Board Meeting – June 19, 2019**

**Agenda Item: #5**

**BOD#: 2019-06-04**

**Agenda Item Title**

Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2019 / 2020 Revenue and Expenditure Budget and adoption of Resolution 2019-06-19-03.

**Submitted By**

Fire Chief Mike Farber

Finance Director Roger Wood

**Background/Discussion**

A Tentative Fiscal Year 2019 / 2020 Revenue and Expenditure Budget is scheduled to be adopted at this board meeting in correlation with the opening of a 20-day public comment period.

The Board will be presented with a budget that may still be modified and adjusted as the Board decides. It is suggested that the Board adopt a tentative budget by adopting Resolution 2019-06-19-03 at this meeting after any adjustments, changes, or other modifications. This allows sufficient time for staff to post the budget as required by law and meet timelines necessary for allowing at least 20-day public review and comment period.

The budget the Staff is presenting represents a tax rate of \$3.25 per hundred dollars of secondary valuation for District operations, a \$0.25 special assessment related to the Tax Override Initiative, and a \$0.17 special assessment related to the JPMorgan Chase Refinancing Bond debt principal and interest repayment.

**Staff Recommendation:**

Approval of Resolution 2019-06-19-03: Tentative FY 2019 / 2020 Budget

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

N/A

**Enclosure(s)**

Resolution 2019-06-19-03

**Recommended Motion:**

*“Motion to Adopt Resolution 2019-06-19-03 adopting a tentative budget in the amount of \$22,270,726.86 for the fiscal year beginning July 1, 2019 and ending June 30, 2020 and giving notice to the public of the tentative budget, as well as a time and place for a public meeting to hear comments prior to final adoption of the budget as required by law.”*



**Go To Item 6**

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**Governing Board Meeting – June 19, 2019**

**Agenda Item: #6**

**BOD#: 2019-06-05**

**Agenda Item Title**

SFMD Policy Manual – Policies reviewed in May.

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

In the May Board of Directors meeting, the following policies were submitted for review:

- 1026 Smoking and Tobacco Use
- 1027 Drug and Alcohol Free Workplace
- 1028 Personal Appearance Standards
- 1029 Uniform Regulations
- 1030 Badges
- 1031 Identification Cards
- 1032 Occupational Disease and Work Related Injury Reporting
- 1033 Temporary Modified Duty Assignments
- 1034 Release of HIPAA Protected Information
- 1035 Return to Work
- 1037 Line of Duty Death and Serious Injury Notification

These are essential policies and are part of the comprehensive Lexipol/SFMD policy manual.

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

NA

**Recommended Motion**

*“Motion to approve policies: Smoking and Tobacco Use, Drug and Alcohol Free Workplace, Personal Appearance Standards, Uniform Regulations, Badges, Identification Cards, Occupational Disease and Work Related Injury Reporting, Temporary Modified Duty Assignments, Release of HIPPA Protected Information, Return to Work and Line of Duty Death and Serious Injury Notification.”*



**Go To Item 7**

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**Governing Board Meeting – June 19, 2019**

**Agenda Item: #7**

**BOD#: 2019-06-06**

**Agenda Item Title**

Policy Review – For possible approval in the July 2019 Board of Director Meeting.

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

As you are aware, SFMD is currently creating a new policy manual through the implementation of Lexipol. After your review, we will be seeking approval in the July meeting. Although, these policies require board approval they will not go into effect until the completion of the policy manual. Ideally, we do not want to burden the board with a large manual that requires approval all at once, and we want to avoid membership confusion by having only manual.

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

NA

**Enclosure(s)**

- 1036 Line of Duty Death
- 1038 Family Support Liaison
- 1039 Funerals
- 1040 Family and Medical Leave Act

**Recommended Motion**

*No motion at this time.*



**Go To Item 8**

**Go to Agenda**

# Line-of-Duty Death

## 1036.1 PURPOSE AND SCOPE

Best Practice **MODIFIED**

The purpose of this policy is to provide the necessary guidelines and protocol for a line-of-duty death.

The death of any district member while on-duty, while traveling in connection with such duty or while engaged in firefighting or Emergency Medical Services (EMS) activities off-duty, is considered a line-of-duty death. When the cause of death is a heart attack, stroke, or vascular rupture, within 24 hours of on-duty activities, the death shall be considered a line-of-duty death. The death of any district member while undergoing medical treatment for any injury or disease potentially resulting from a job duty may be medically determined to be a line-of-duty death and for purposes of this policy may be handled as a line-of-duty death.

This policy defines and describes the guidelines and responsibilities to be followed in the event of a line-of-duty death and can be escalated in the event of multiple deaths or when a number of district members are seriously injured.

## 1036.2 POLICY

Best Practice

It is the policy of the Superstition Fire & Medical District to assist and support the family members and coworkers of fallen members to the extent reasonably practicable, while also investigating the cause of death, making appropriate notifications and fielding press inquiries.

## 1036.3 RESPONSIBILITIES

Best Practice

### 1036.3.1 FIRE CHIEF

Best Practice

In the event of being notified of a line-of-duty death, the Fire Chief or the authorized designee should:

- (a) Conduct briefings in order to communicate activities to the assigned officers.
- (b) Make an announcement to the District at the appropriate time. Immediately after the announcement, all flags at fire stations and other district facilities should be lowered to half-staff and all badges should be shrouded. Flags should remain at half-staff and badges shrouded for a specified time, but in no event should that be for longer than 14 days.
- (c) Request that the Administrative Services Division assemble personal data, such as date of birth, file photograph, marital status, dependents and names of next of kin to facilitate the application for state and federal line-of-duty death benefits.

# Superstition Fire & Medical District

## Policy Manual

### *Line-of-Duty Death*

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- (d) Assign a chief officer to act as the auditing officer to secure the personal effects of the deceased and deliver them to the Administrative Services Division.
- (e) Assign a Family Support Liaison to facilitate communication between the deceased member's family and the District.
- (f) Document all actions, contacts, requests and other pertinent data.
- (g) Provide briefing to labor representatives regarding the incident and the deceased member only as is necessary to initiate labor organization benefits and honors.
- (h) Preserve any equipment, turnouts and breathing apparatus used by the deceased firefighter for the investigation.

The Fire Chief should determine the need to request outside resources to assist in the staffing or investigation of the incident, as needed.

#### 1036.3.2 BATTALION CHIEF

**Best Practice** **MODIFIED**

In the event of a line-of-duty death, the Battalion Chief or the authorized designee shall:

- (a) Secure the scene of the incident with the assistance of the Incident Commander, fire investigation personnel and local law enforcement.
- (b) Immediately notify the Assistant Chief/Director and the Fire Chief.
- (c) Preserve any equipment, turnouts and breathing apparatus used by the deceased firefighter for the investigation.
- (d) Preserve all tactical worksheets, video and/or audiotapes for the investigation.
- (e) Gather all available information concerning the incident and circumstances leading to the death.
- (f) Consider the need for members at the incident to have access to Critical Incident Stress Debriefing (CISD) services.

#### 1036.3.3 PUBLIC INFORMATION OFFICER

**Best Practice**

In the event of a line-of-duty death, the Public Information Officer (PIO) shall:

- (a) Collect facts of the incident from the Battalion Chief or the authorized designee and keep in contact to maintain available current information and direction on what information should be released.
- (b) Withhold any release of personal information relating to the member's death pending notification of next of kin and until approval is given by the Fire Chief or the authorized designee.
- (c) Instruct the involved incident crews that they shall not release any statements to the media or anyone else and should direct any inquiries to the PIO.

# Superstition Fire & Medical District

## Policy Manual

### *Line-of-Duty Death*

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- (d) Prepare a written press release.
- (e) Ensure that the release of any member medical information complies with the Health Insurance Portability and Accountability Act (HIPAA) and the Patient Medical Record Security and Privacy Policy in this manual.

#### 1036.3.4 AUDITING OFFICER

##### **Best Practice**

The auditing officer is responsible for ensuring the security and proper disposition of the personal effects of a member in the event of his/her line-of-duty death. Personal effects include all property owned by the deceased member that is kept on district property, as well as personal items on the person of the member once those items have been released by investigators, in accordance with the Line-of-Duty Death and Serious Injury Investigations Policy.

In the event of a member's line-of-duty death, whether on- or off-duty, the following steps shall be followed in gathering and disposing of his/her personal effects:

- (a) All personal effects at the station shall be taken to the Administrative Services Division to be kept in a secure location.
- (b) The deceased member's vehicle will be secured at the work site and the keys forwarded to the Administrative Services Division and secured.
- (c) A designee from the Administrative Services Division should conduct an inventory of all personal items received and make a written report.
- (d) The next of kin will be given priority consideration to receive the member's property. Care should be exercised in selecting a tactful time for the delivery of personal effects to the next of kin. Documentation is required indicating the date, time and location of the disposition of the property. The name and the relationship of the individual accepting the property will also be noted. The documentation will be forwarded to the Administrative Services Division for placement in the deceased member's personnel file.

#### 1036.3.5 ADMINISTRATIVE SERVICES DIVISION

##### **Best Practice**

The Administrative Services Division will have the following responsibilities:

- (a) Receive, inventory and secure the deceased member's personal belongings and hold them until such time as the investigation team approves their release.
- (b) Establish the deceased member's survivor benefits (e.g., workers' compensation, life insurance, unused medical leave, retirement benefits, other salary pay, vacation pay).
- (c) Review the Public Safety Officers' Benefit Act to determine benefits and process for securing benefits for surviving next of kin.

## *Line-of-Duty Death*

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- (d) Assist and coordinate with the next of kin in the process of securing all of the benefits to which the survivor is entitled.

### **1036.4 FAMILY SUPPORT LIAISON**

**Best Practice**

The appointed Family Support Liaison should conduct all duties in accordance with the Family Support Liaison Policy.

### **1036.5 FUNERAL ARRANGEMENTS**

**Best Practice**

Funeral arrangements should be made in accordance with the Funerals Policy.

### **1036.6 LINE-OF-DUTY DEATH INVESTIGATIONS**

**Best Practice**

For line-of-duty death investigation procedures, see the Line-of-Duty Death and Serious Injury Investigations Policy.

# Family Support Liaison

## 1038.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish the position, role and responsibilities of the Family Support Liaison. The procedure describes the conditions under which the position is activated and identifies the district personnel responsible for the activation.

## 1038.2 POLICY

Discretionary

It is the policy of the Superstition Fire & Medical District to assign a member to act as a Family Support Liaison, as soon as practicable, to the family of any member who has been seriously injured or has died in the line of duty. The member assigned should be the most appropriate person for the circumstances, without regard for rank.

## 1038.3 PROCEDURE

Discretionary

### 1038.3.1 LIAISON ACTIVATION CRITERIA

Discretionary

The District will assign a member to the Family Support Liaison position whenever any district member has been seriously injured or has died in the line of duty. At the discretion of the Fire Chief, the position may be activated and filled in the event of an off-the-job serious injury or death or in the event of a member's catastrophic loss.

### 1038.3.2 LIAISON ROLE AND RESPONSIBILITIES

Discretionary

The Family Support Liaison will coordinate the needs and wishes of an employee's family with the responsibilities and needs of the District and will represent the District in helping meet the needs of the employee's family by communicating directly with the Fire Chief or the authorized designee. Responsibilities shall include, but are not limited to:

- (a) Establish ongoing communication with the member's Battalion Chief and obtain a briefing regarding circumstances of the event, family contacts up to the present and other relevant information.
- (b) Establish contact with family members. Identify immediate needs and questions and provide appropriate solutions or responses. Relay any unfilled needs and unanswered questions to the Fire Chief.
- (c) Coordinate or provide transportation to hospitals, places of worship and/or other appropriate locations.

# Superstition Fire & Medical District

## Policy Manual

### *Family Support Liaison*

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- (d) Within 24 hours of an employee's line-of-duty death, arrange for the Fire Chief to visit the family.
- (e) Establish contact with the district Public Information Officer and coordinate media information needs, while considering the privacy wishes of the family.
- (f) Coordinate with local law enforcement to provide for the physical security of the family.
- (g) Establish communications with other support personnel or groups, including district chaplains, employee associations, human resources representatives and appropriate labor organizations.
- (h) If appropriate, coordinate with the district-appointed funeral detail officer.
- (i) Ensure the family knows how to reach him/her and establish a time to contact the family in the future.

#### 1038.3.3 SELECTION AND REPORTING REQUIREMENTS

**Discretionary** **MODIFIED**

The affected member's Battalion Chief will select the Family Support Liaison. The following guidelines should be used for selection:

- (a) The liaison should be an individual the family knows and with whom they are comfortable working.
- (b) If the family has no preference, the selection may be made from names recommended by the affected member's supervisor and/or coworkers.
- (c) The liaison should report directly to the affected member's Battalion Chief.
- (d) If the selected liaison does not already have an assigned district cellular telephone, one should be assigned to facilitate the necessary communications.

# Funerals

## 1039.1 PURPOSE AND SCOPE

Discretionary

It is the intent of this policy to ensure that every member of the District, both active and retired, who passes away may be offered the option of a funeral or assistance from the District. These guidelines will ensure proper support and care of the family and the posthumous honoring of a member of the District.

### 1039.1.1 DEFINITIONS

Discretionary MODIFIED

Definitions related to this policy include:

**Level I, Line-of-Duty Death** - Considered for all firefighters (career, reserve and volunteer) of the District who die as a direct result of injuries suffered at the scene of any emergency incident or while responding to or returning from the scene of an emergency incident. This includes medical conditions (e.g., heart attack) that result in the death at the scene of an emergency. Also, when the cause of death is a heart attack, stroke, or vascular rupture, within 24 hours of on-duty activities, the death shall be considered a line-of-duty death.

**Level II, On-Duty Death** - Pertains to all firefighters of the District who die while on-duty, but not due to injuries sustained while performing emergency activities. This includes firefighters whose death is a direct result of medical treatment or complications arising from a previous on-duty injury.

**Level III, Active Employee Off-Duty** - The death of an active firefighter that occurs while the firefighter is off-duty and the death is not related to any emergency activity.

**Level IV, Retired Employee or Staff Professional** - The death of a retiree or professional staff employee of the District. Level IV may also include a dignitary closely associated with the District, as designated by the Fire Chief, and upon whom the District wishes to bestow funeral honors. The death of a retired Fire Chief may be considered as a higher level, at the district's discretion.

**Level V, Death of a Family Member** - The death of a family member of an active firefighter, retiree or staff professional of the District. Level V may also include a family member of a dignitary closely associated with the District as designated by the Fire Chief, and upon whom the District wishes to bestow funeral honors.

## 1039.2 POLICY

Discretionary

It is the policy of the Superstition Fire & Medical District for the Fire Chief or the authorized designee to make the necessary assignments and coordinate actions with other district representatives any time the District learns that an active or retired employee has passed away. Activities should be in accordance with the Line-of-Duty Death, Line-of-Duty Death and Serious Injury Notification and Family Support Liaison policies.

## *Funerals*

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If a responsible family member requests district assistance, the Fire Chief or the authorized designee should appoint, with the approval of the family member, an employee to act as a funeral detail officer and oversee all of the arrangements. The Fire Chief may deny the option of district participation if the circumstances of the member's death may reasonably bring discredit to the District.

The Fire Chief or the authorized designee should determine the highest level of participation the District can provide, based on the cause of death.

### **1039.3 LEVEL OF PARTICIPATION**

#### **Discretionary**

The desires of the family are paramount and shall be given fullest consideration; however, the district's funeral participation will be conducted according to the following guidelines:

- (a) A Level I funeral may include Level II criteria and any of the following:
  - 1. Crossed ladders
  - 2. Supreme Sacrifice Medal
  - 3. Helicopter fly-over
- (b) A Level II funeral may include Level III criteria and any of the following:
  - 1. Fire engine or caisson with casket
  - 2. Cordon of fire apparatus of both the District and visiting agencies
- (c) Level III funeral may include Level IV criteria and any of the following:
  - 1. Casket draped with the U.S. flag
  - 2. Honor Guard as pallbearers
  - 3. Procession with district apparatus from the firefighter's current battalion
  - 4. Bugler
  - 5. Bell ceremony
- (d) Level IV funeral may include:
  - 1. Hearse with casket
  - 2. Apparatus from last assignment (if appropriate)
  - 3. Honor Guard
  - 4. Pipe and drum band
  - 5. Administration and logistic support as needed
  - 6. Uniformed personnel
  - 7. Flag folding (if appropriate)
- (e) Level V funeral honors may include (with the approval of the Fire Chief):

# Superstition Fire & Medical District

## Policy Manual

### Funerals

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1. One piece of apparatus to be used as a static display (not to be included in a procession)
2. Honor Guard (if appropriate)
3. Uniformed personnel

#### 1039.4 ROLES AND RESPONSIBILITIES

##### Discretionary

The Fire Chief or the authorized designee may appoint one or more of the following positions to provide assistance with the funeral arrangements:

- **Family Support Liaison** - Any district member who is a close friend of the family and will make reasonable efforts to address the needs and desires of the family, communicate between the District and the family and coordinate details with the Officer in Charge.
- **Funeral detail officer** - An employee who is appointed by the Fire Chief to oversee all arrangements for a funeral.
- **Head usher** - The head usher is responsible for seating and parking arrangements at the funeral services, both at the church and at the grave site.
- **Honor Guard Commander/Officer in Charge of the Honor Guard and pipe and drum band** - This position will be filled by a member of the Honor Guard and will be responsible for the coordination of the Honor Guard, Color Guard and the pipe and drum band.
- **Honorary pallbearers** - Honorary pallbearers are those selected by the family. They will follow the casket from the location of the services to the grave site.
- **Logistics officer** - The logistics officer is charged with preparing the apparatus, vehicles, equipment and facilities for the funeral services.
- **Officer in Charge/detail officer** - Selected by the Fire Chief or the authorized designee, the detail officer is the person in charge of the overall district participation and is responsible for the coordination between the funeral director, the chaplain and the Family Support Liaison.
- **Public agency liaison (as needed)** - The public agency liaison will coordinate any interaction with other public agencies that wish to participate in the services.
- **Public Information Officer (as needed)** - The Public Information Officer will coordinate all media and public relations issues.
- **Pallbearers** - The pallbearers will be members of the Honor Guard, unless otherwise requested by the family.

# Superstition Fire & Medical District

## Policy Manual

### *Funerals*

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- **Protocol liaison** - Appointed by the Fire Chief or the authorized designee, the protocol liaison will provide direction, advice and clarification to the family regarding proper funeral procedures.
- **Transportation officer** - The transportation officer is responsible for all transportation of family members, pallbearers and escort detail from a pre-determined location to the location of the services, from the service to the grave site and back to a pre-determined location (e.g., the family home, place of worship).

## Family and Medical Leave

### 1040.1 PURPOSE AND SCOPE

Federal MODIFIED

The purpose of this policy is to provide general guidance for managing unpaid leave for eligible employees for qualified medical and family reasons, including (29 USC § 2612):

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child or parent) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin who is a service member of the United States Armed Forces and who has a serious injury or illness incurred in the line of duty.

This policy does not address all possible situations and circumstances that may arise when an employee requests leave for family or medical reasons. As these leave situations arise, supervisors should consult with the Department of Human Resources or legal counsel to obtain specific guidance regarding leave rights and obligations.

Nothing in this policy supersedes any provision of any Memorandum of Understanding, civil service or other local rule, or any law that provides greater family or medical leave rights.

#### 1040.1.1 DEFINITIONS

Federal

Definitions related to this policy include:

**Child** - A child under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability (29 USC § 2611; 29 CFR 825.102; 29 CFR 825.122). An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted or foster child; stepchild; or a child for whom the employee is standing in loco parentis (in place of a parent).

**FMLA** - The federal Family and Medical Leave Act (29 USC § 2601 et seq.).

**Qualified health care professional** - A physician, surgeon, doctor of osteopathy, podiatrist, dentist, psychologist, optometrist, nurse practitioner, nurse midwife, clinical social worker or physician assistant duly licensed and authorized to practice medicine; chiropractors for some purposes; any health care provider from whom the district benefits plan will accept certification of the existence of a serious health condition to substantiate a claim for benefits (29 CFR 825.125).

**Spouse** - The person with whom an employee has entered into a marriage defined or recognized by the location in which the marriage was entered into (29 USC § 2611(13); 29 CFR 825.102; 29 CFR 825.122).

# Superstition Fire & Medical District

## Policy Manual

### *Family and Medical Leave*

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#### **1040.2 POLICY**

Federal MODIFIED

It is the policy of the Superstition Fire & Medical District to manage unpaid leave for eligible employees for qualified medical and family reasons in compliance with federal and state law and any applicable Memorandum of Understanding.

#### **1040.3 ELIGIBLE EMPLOYEES**

Federal

Employees are eligible for FMLA after working for the Superstition Fire & Medical District for at least one year and completing 1,250 hours over the 12 months prior to the commencement of the leave (29 USC § 2611; 29 CFR 825.110). Employees may not be eligible for leave if there are less than 50 other employees within 75 miles of the employee's work site.

#### **1040.4 TYPE AND DURATION OF LEAVE**

Federal

Generally, eligible employees are entitled under FMLA to 12 work weeks of unpaid leave during a 12-month period (29 USC § 2612; 29 CFR 825.100). Up to 26 weeks of unpaid leave during a single 12-month period may be available to care for certain injured military service members. The 12-month period is measured backward from the date leave is taken and continuously with each additional leave day taken.

##### **1040.4.1 SERIOUS HEALTH CONDITIONS**

Federal

Eligible employees may take up to 12 weeks of leave to care for a spouse, child or parent with a serious health condition or when the employee is unable to work because of his/her own serious health condition (29 USC § 2612(a)(1); 29 CFR 825.200).

If both spouses are employed by the Superstition Fire & Medical District, the combined number of work weeks to care for a sick parent is limited to 12 work weeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.201).

Generally, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves (29 USC § 2611; 29 CFR 825.113):

- An overnight stay in a hospital, hospice or residential medical care facility (29 CFR 825.114).
- Continuing treatment by a qualified health care professional due to a serious health condition of more than three full consecutive calendar days (29 CFR 825.115(a)).
- Any period of incapacity due to pregnancy complications or prenatal care (29 CFR 825.115(b)).
- A chronic condition which requires treatment (29 CFR 825.115(c)).

# Superstition Fire & Medical District

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### *Family and Medical Leave*

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- A permanent condition for which treatment may not be effective (such as Alzheimer's or the terminal stages of a disease) (29 CFR 825.115(d)).
- Any period of absence to receive multiple treatments, including any recovery period, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days without medical intervention or treatment (such as cancer chemotherapy or physical therapy for arthritis) (29 CFR 825.115(e)).

#### 1040.4.2 BIRTH OR PLACEMENT OF A CHILD

##### **Federal**

Eligible employees may take up to 12 weeks of leave for the birth, adoption or foster care placement of a child of the employee (29 USC § 2612; 29 CFR 825.200). The leave must be concluded within one year of the birth or placement of the child (29 CFR 825.120; 29 CFR 825.121).

If both parents are employed by the Superstition Fire & Medical District, the combined number of work weeks of leave is limited to 12 work weeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.120; 29 CFR 825.121).

#### 1040.4.3 MILITARY EXIGENCY LEAVE

##### **Federal**

Eligible employees may take service member leave of up to 12 weeks for qualifying exigencies occurring because a spouse, child or parent is on covered active duty or has been notified of an impending order to active duty (29 USC § 2612(a)(1)(E); 29 CFR 825.200). This type of leave is available to a family member of a person in the National Guard, Reserves or members of the regular Armed Forces deployed to a foreign country. Qualifying exigencies include (29 CFR 825.126):

- Addressing Issues that arise from a short notice (seven or less days) deployment.
- Attending military events related to the active duty or call to duty.
- Attending family support or assistance programs.
- Making child care or educational arrangements or attending school activities arising from active duty or a call to active duty.
- Making financial and legal arrangements.
- Spending time with a military member who is on short-term rest-and-recuperation leave during a period of deployment.
- Attending post-deployment activities.
- Addressing issues that arise from the death of a military member, such as making funeral arrangements.

# Superstition Fire & Medical District

## Policy Manual

### *Family and Medical Leave*

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- Caring for a military employee's parent who is incapable of self-care, such as providing care on an immediate need basis or arranging for alternative care.

#### 1040.4.4 MILITARY CAREGIVER LEAVE

##### **Federal**

Eligible employees may take up to 26 weeks of leave in a single 12-month period to care for a spouse, son, daughter, parent or next of kin who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the family member medically unfit to perform work (29 USC § 2612; 29 CFR 825.200).

Military caregiver leave is also available to family members of covered veterans who were members of the Armed Forces, including the National Guard or Reserves, at any point in the five years preceding the date on which the veteran undergoes medical treatment, recuperation or therapy (29 USC § 2612; 29 CFR 825.127).

During the single 12-month period, employees are entitled to no more than a combined total of 26 weeks of FMLA leave. In any case in which a husband and wife are both employed by the Superstition Fire & Medical District, the combined number of work weeks of leave is limited to 26 work weeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.127).

Service member FMLA leave runs concurrent with other leave entitlements provided under federal, state and local law. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

#### 1040.4.5 INTERMITTENT LEAVE

##### **Federal**

An employee may take leave for the employee's own serious health condition, for the serious health condition of the employee's spouse, child or parent, or to care for a covered service member with a serious injury or illness, intermittently or on a reduced schedule if medically necessary and if that medical need can best be accommodated by an intermittent schedule as defined in federal law (29 USC § 2612(b); 29 CFR 825.202; 29 CFR 825.124).

Leave due to a military exigency may be taken on an intermittent or reduced-leave schedule (29 CFR 825.202).

Intermittent leave for the birth or placement of a child is only available if granted at the discretion of the Fire Chief, unless the employee has a serious health condition in connection with the birth or if the newborn child has a serious health condition (29 CFR 825.120; 29 CFR 825.121).

Intermittent leave for any employee shall be tracked and calculated.

#### 1040.4.6 PREGNANCY DISABILITY LEAVE

##### **State**

Pregnant employees who are disabled by pregnancy may be entitled to a disability leave in addition to any FMLA leave. The duration of leave is dependent on the circumstances. The District shall

## *Family and Medical Leave*

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defer to a pregnant member's qualified health care professional in assessing the member's ability to work.

### **1040.5 EMPLOYEE BENEFITS WHILE ON LEAVE**

**Federal**

While on leave, employees will continue to be covered by any group health insurance to the same extent that coverage is provided while the employee is on the job (29 USC § 2614(c); 29 CFR 825.209). However, employees will not continue to be covered under non-health benefit plans.

Employees are responsible for any health plan employee contributions while on leave (29 CFR 825.210). Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District may recover its share of health plan premiums for the entire leave period unless the employee does not return because of the continuation, recurrence or onset of a serious health condition of the employee or his/her family member that would entitle the employee to leave, or because of circumstances beyond the employee's control (29 CFR 825.213). The District may recover premiums through deduction from any sums (e.g., unpaid wages, vacation pay).

Employees may not earn additional time off while on unpaid leave.

### **1040.6 SUBSTITUTION OF PAID ACCRUED LEAVES**

**Best Practice** **MODIFIED**

Subject to applicable Memorandum of Understanding and civil service rules, employees are required to exhaust all applicable paid leave before taking unpaid leave. Paid accrued leave includes vacation leave, sick leave, personal leave and compensatory time earned in lieu of overtime, pursuant to the Fair Labor Standards Act, during FMLA leave. Employees may not use paid accrued leave to extend FMLA leave beyond 12 work weeks per year.

### **1040.7 USE OF FMLA LEAVE**

**Best Practice**

If an employee takes a leave of absence for any reason that is FMLA qualifying, the District may designate that non-FMLA leave as running concurrently with the employee's 12-week FMLA leave entitlement.

### **1040.8 PROCEDURES**

**Federal**

The following procedures will apply for all employees requesting leave under FMLA:

- (a) When a leave is requested for a medical or other FMLA-related treatment appointment, the employee must make a reasonable effort to schedule the appointment at a time that minimizes disruption to the district's operations (29 USC § 2612; 29 CFR 825.302).

# Superstition Fire & Medical District

## Policy Manual

### *Family and Medical Leave*

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- (b) An employee who wishes to take FMLA must provide his/her supervisor with 30 days' advanced notice when the leave is foreseeable or as soon as practicable if the need for leave is not foreseeable (29 USC § 2612; 29 CFR 825.302; 29 CFR 825.303).
- (c) At the time of the request, the employee must complete a FMLA request form.

Requests for medical leave shall be accompanied by a qualified health care professional statement, including the date on which the serious health condition began and the estimated date of return to work (29 USC § 2613; 29 CFR 825.302).

Once the leave is requested or designated by the District, the supervisor should forward the request and any medical certifications to the Department of Human Resources and ensure the employee is provided the necessary forms and FMLA information within five days (29 CFR 825.300).

Employees are required to provide medical certification of a qualified health care professional or military documentation, if requested (29 CFR 825.305; 29 CFR 825.308; 29 CFR 825.309; 29 CFR 825.310).

Employees shall be required to periodically report on their status and intent to return to work (29 USC § 2614; 29 CFR 825.311). This may assist in avoiding a delay in reinstatement when the employee is ready to return to work.

Employees returning from a medical leave will be required to present medical verification from a qualified health care professional of the employee's ability to return to work and a list of any restrictions that need to be accommodated (29 USC § 2614; 29 CFR 825.100; 29 CFR 825.312).

#### **1040.9 REINSTATEMENT FOLLOWING LEAVE**

##### **Federal**

Generally, employees returning from FMLA leave within the qualified period will be restored to their original job or to an equivalent job with equivalent pay and benefits (but not seniority), unless the employee would not otherwise have been employed at the time reinstatement is requested (e.g., in the case of a layoff) (29 USC § 2614; 29 CFR 825.214; 29 CFR 825.216).

If the same position is no longer available, such as in a layoff, the employee will be entitled to a position that is comparable in pay, job content and promotional opportunities and geographic location, if such a comparable position exists.

If upon return from leave an employee is unable to perform the essential functions of the job because of a physical or mental disability, the supervisor should work with the Department of Human Resources or legal counsel to engage in an interactive process with the employee to identify a potential reasonable accommodation.

After exhausting paid FMLA leave, non-paid leave will continue until the conclusion of the protected 12- or 26-week time limit. Following the protected leave, the Fire Chief, in consultation with the legal counsel or the Department of Human Resources, will determine whether non-FMLA leave should apply.

# Superstition Fire & Medical District

## Policy Manual

### *Family and Medical Leave*

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#### **1040.10 RESPONSIBILITY**

##### **Best Practice**

Supervisors should work with the Department of Human Resources or legal counsel regarding questions relating to leave or reinstatement from leave under this policy. The Department of Human Resources should advise the supervisor and inform members of their rights and responsibilities.

#### **1040.11 RECORDS**

##### **Federal**

The District will maintain leave-related records as required by 29 CFR 825.500 for at least three years and in compliance with the district's established records retention schedule.

Records and documents related to doctor certifications and other medical information created for purposes of complying with FMLA and this policy shall be maintained as confidential medical records in separate files from employee personnel files.

**Governing Board Meeting – June 19, 2019**

**Agenda Item: 8**

**BOD#: 2019-06-07**

**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 9**

**Go to Agenda**

**Governing Board Meeting – June 19, 2019**

**Agenda Item: 9**

**BOD#: 2019-06-08**

**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 10**

**Go to Agenda**

**Governing Board Meeting – June 19, 2019**

**Agenda Item: 10**

**BOD#: 2019-06-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 11**

**Go to Agenda**

Governing Board Meeting – June 19, 2019

Agenda Item: 11

BOD#: 2019-06-09

Agenda Item Title

Adjournment

Recommended Motion:

*“Motion to adjourn the Board meeting.”*



[Go to Agenda](#)

# Appendix A

## A. Board Meeting Minutes from May 15, 2019

### 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)

May 15, 2019 Board Meeting Minutes





# Superstition Fire & Medical District

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

**Administration Office**  
565 North Idaho Road  
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## Governing Board Meeting Minutes

### May 15, 2019

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, MAY 15, 2019. 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 AND BEGAN AT 5:30 PM.](#)

#### A. Call to Order

Chairman House called the meeting to order at 5:32 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Director Larry Strand.

#### C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Assistant Chief Rick Ochs, Administrative Services Director Anna Butel and Deputy Chief Jeff Cranmer. Finance Director Roger Wood was not present.

Legal Counsel Gene Neil and Board Secretary and HR Generalist Sherry Mueller attended.

#### 1. Review and approval of the April 2019 financial reports and bank reconciliations. (BOD #2019-05-01)

**Motion** by Director Strand to approve the April 2019 financial reports and bank reconciliations.

**Seconded** by Clerk Chamberlain.

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

#### 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-05-02)

#### May Employee Service Anniversaries were recognized:

##### 17 Years of Service:

- **Paul Garcia**, Firefighter
- **Robert VandeKrol**, Firefighter
- **Stephan Wagner**, Firefighter / Paramedic



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### **3 Years of Service:**

- **Kevin Montgomery**, Firefighter

### **3. Call to the Public. (BOD #2019-05-N/A)**

None.

### **4. Consideration and possible approval of all consent agenda items listed below (BOD #2019-04-03):**

- Board Meeting Minutes from April 17, 2019
- Executive Session Minutes from April 17, 2019
- Work Session Minutes from April 15, 2019
- Global Purchase Order for Second Set

**Motion** by Clerk Chamberlain to approve all consent agenda items.

**Seconded** by Acting Chairman Cross.

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

### **5. Presentation, Discussion and possible action regarding the Educational Requirements Policies RBO Committee study. (BOD #2019-05-04)**

Engineer Ryan Ledbetter gave an overview of the RBO Committee Study on Educational Requirement Policies. The RBO Committee interviewed 12 different Departments to see what their requirements are for Battalion Chief positions. The Committee looked at Gilbert, Tempe, Queen Creek, Chandler, Buckeye Valley, Sun City, Mesa, Casa Grande, Northwest, Scottsdale, Glendale and Bullhead City. The Committee realized that SFMD is pretty much in line (as far as requirements go) with educational requirements, years of service and years as a Captain with these other agencies. Overall, the RBO Committee could not come to any firm conclusions.

**Motion** by Director Strand to uphold the current Educational Requirements. **Seconded** by Clerk Chamberlain

**Vote** 3 ayes, 1 nays, **MOTION PASSED.**

**Ayes:** Acting Chairman Jeff Cross  
Clerk Kathleen Chamberlain  
Director Larry Strand

**Nays:** Director Jason Moeller



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### 6. Discussion Review and possible direction on the 2019/2020 Budget Status. (BOD #2019-05-05)

#### General (100 Fund) Overview.

- Total NAV increase of 5.03% including Pinal, Maricopa, and SRP. At \$3.25 tax rate, +\$644,405
- PSPRS up 1.11% and ASRS up 0.31%
- Insurance premiums: medical +8.35%, dental +7.8%. Remaining with United Healthcare with no changes to policies or deductibles / Out-of-Pocket thresholds.
- Changing to Delta Dental.
- All other insurance coverages/carriers remain the same.
- The Per Pay Period Benefit Dollars increased to \$425.

#### Major expense initiatives included:

- Suppression and Transport holiday pay expansion.
- Incremental cost including all benefits (pension, etc.): \$272,533.
- Provides parity with most if not all other fire districts and municipalities.
- Provides 11.2 hours for all suppression for each of 10 holidays.
- Provides 8.0 hours for 56-hour transport employees and 6.0 hour for 42-hour transport employees for each of 10 holidays.
- Paid out like an incentive, so not included in overtime rate.
- Will be delayed if needed to balance budget in line with any delay in civilian market adjustment.

#### Major expense initiatives included:

- Civilian reclassification(s)
- Total Cost including all benefits (pension, etc.): \$134,205.
- Impacts 15 civilian staff positions.
- Last Market Analysis performed in FY15/16, so impact is the cumulative effect over 3 years. Equates to an average annual increase of 3.67%. Provides parity with similar positions in the East Valley.
- Market adjustment increases will be delayed if needed (except for the lowest paid employees) to balance budget in line with any delay in Suppression and Transport Division holiday pay.
- Additional initiatives included:
  - Nomex hoods - \$12,145
  - Accreditation renewal - \$12,500
  - An estimated \$10,550 will be needed in FY20/21 to complete
  - Annual PrePlanners Contract - \$8,000
  - Additional Fire Investigation Training - \$3,740

#### Transport (150 Fund) Overview.

- Transports forecasted up 1.5%.
- 2019 automatic rate increase of 1.35% will go into effect on July 1 for all but Medicaid. This automatic rate increase, and the General Rate Increase will officially go into effect for Medicaid on October 1.
- Budgeting \$200K repayment to 200 Fund.



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- Major expense initiative is holiday pay expansion.

### Capital Replacement (200 Fund) Overview.

- Budget is being prepared assuming the current \$0.25 per \$100 NAV special assessment will be re-approved. (Year 3/5)
- Additional pumper engine - \$780,000
  - Discussion on whether to lease or pay cash
- Existing lease payments - \$303,502
- Two heart monitors - \$85,000
- IT needs (ePCRs, server replacements, etc.) - \$112,948
- G2, TOPAZ, portable radio updates/ purchases - \$79,782
- Staff truck contingency carryforward - \$100,000

### Bond Funds (500 & 600 Fund) Overview.

- Budget reflects a reduction of special assessment to \$0.17 per 100 NAV.
- Current assessment is \$0.18 per 100 of NAV.
- The decision to pay the refinancing bond off early is being deferred.

### FY 2019 / 2020 Budget Status Update:

- The ability to balance the budget with any certainty will depend on spending the rest of FY 18/19, affecting FY 19/20 beginning cash balance.
- Staff and Labor have met numerous times to discuss and prioritize initiatives included in budget.
- The Tentative Budget will be presented at the June BOD meeting.
- The Final Budget will be presented for vote at the July BOD meeting.

**No Motion.**

### 7. Discussion and possible approval for a proposal for *The Working Group*. (BOD #2019-05-06)

Fire Chief Mike Farber talked about *The Working Group* and having them put a proposal together for SFMD's Labor Management relations and process. There is no final cost at this time but will be forthcoming.

**No Motion.**

### 8. Discussion, Review and possible approval of the Intergovernmental Agreement for Repair and Maintenance of Fire Apparatus and Equipment for the Town of Superior. (BOD #2019-05-07)

Assistant Chief Rick Ochs said that SFMD was approached by the Town of Superior who requested that we have a working agreement for repair and maintenance of their Fire Apparatus and equipment.



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Fire Chief Mike Farber and Fleet Supervisor Vaughn Croshaw met with the Town of Superior City Manager and all agreed to enter this Agreement that mirrors our agreement with the Town of Florence Agreement. Fleet Supervisor Vaughn Croshaw said we will not need more staff to be able to fulfill this agreement.

**Motion** by Director Strand to approve the IGA between the SFMD and the Town of Superior for the Maintenance of Fire Apparatus and Equipment, which will begin on July 1, 2019. **Seconded** by Director Moeller and Clerk Chamberlain.

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

**9. Discussion, Review and possible approval of the Professional Services Agreement for GIS Data Custodian Services (Preplanners, LLC). (BOD #2019-05-08)**

Assistant Chief Rick Ochs introduced Mr. Perez from the City of Mesa, who does the GIS Data work for the Auto Aid System and keeping all of our East Valley maps constantly updated.

**Motion** by Clerk Chamberlain to approve the Agreement between the SFMD and the Preplanners, LLC to provide GIS Data Custodian Services for the Fiscal Year 2019/2020. **Seconded** by Director Strand.

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

**10. Discussion, presentation and possible approval of the following Policies brought for review at the April 17, 2019 Board Meeting for final approval at the May 15, 2019 Board Meeting. (BOD #2019-05-09)**

\* NONE FOR APPROVAL IN MAY \*

**No Motion.**

**11. Discussion and presentation of the following Policies Brought for review at the May 15, 2019 Board Meeting for final approval at the June 19, 2019 Board Meeting. (BOD #2019-04-10)**

- 1026 – Smoking and Tobacco Use
- 1027 – Drug and Alcohol Free Workplace
- 1028 – Personal Appearance Standards
- 1029 – Uniform Regulations
- 1030 – Badges
- 1031 – Identification Cards
- 1032 – Occupational Disease and Work Related Injury Reporting



# 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



- 1033 – Temporary Modified Duty Assignments
- 1034 – Release of HIPPA Protected Information
- 1035 – Return to Work
- 1037 – Line of Duty Death and Serious Injury Notification

**No Motion.**

## 12. Reports (BOD #2019-05-11)

### **Senior Leadership Team (SLT):**

#### Fire Chief Mike Farber

- Homeowners Association – Wildland Fires
- May 11<sup>th</sup> AJ Food Bank Annual Postal Drive

#### Assistant Chief of Operations Richard Mooney

- April 24<sup>th</sup> Trailer Fire, 102 S. Ironwood
- April 20<sup>th</sup> Car into a House, 720 N. Valley Dr.
- Pinal County Fallen Police Memorial
- Training
  - EMS – PALS
  - Recruit Academy – Live Fire Drill
  - Recruit Graduation, May 24<sup>th</sup>
  - Active Shooter Drills
- Employee Recognition – Kelly Bartz for her care and support of local citizen.

#### Assistant Chief of Planning & Logistics Richard Ochs

- April 27<sup>th</sup> Annual April Pools Day
- May 2<sup>nd</sup> Imagine Prep Career Day
- May 3<sup>rd</sup> Aurora House Coffee, Donuts & Discussion with crew
- May 8<sup>th</sup> AED/CCR with AJHS Staff
- May 11<sup>th</sup> AJ Food Bank Postal Drive
- May 22<sup>nd</sup> & May 30<sup>th</sup> AED/CCR with City Employees (Tina Gerola)

#### Growth & Development

- Stripes Primary Care
- Campground USA
- Gold Canyon Business Center
- Emergency Access Road, Peralta Development
- SMES may re-open as an Elementary School



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## Planning & Logistics

- New Pierce Velocity Pumper – Week 11-13 progress and testing

## Administrative Services Director Anna Butel

- Completed Transportation Interviews for both Paramedic and EMT
- FEMA SAFER Grant Reporting & Grant management
- Injury Status Update

## Labor – Captain John Walka

- District Growth and Annexation RBO Committee
- Co-Chairs: Firefighter Matt Perez and Transportation Services Manager Billy Warren

## **13. New Business / Future Agenda Items. (BOD #2019-05-12)**

**None.**

## **14. Announcements (BOD #2019-05-N/A)**

Pension Board – Director Strand stated that Paul Gruetzmacher has entered the DROP.

## **15. Adjourn (BOD #2019-05-13)**

**Motion** by Director Strand at 6:50 PM to adjourn the meeting.

**Seconded** by Clerk Chamberlain.

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

## **Governing Board Approval:**

---

Board Clerk Kathleen Chamberlain  
*Sherry Mueller*

## Appendix B - C

B) Delta Dental PPO Contract

C) United Healthcare Confirmation of Renewal

### Agenda Item Title

Employee Health Benefits for FY 2019/2020

### Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

### Background/Discussion

The SFMD leadership team has been working in conjunction with our health insurance broker Crest on the 2019/20 employee benefit package. The following employee benefits are under annual review; Delta Dental, United Healthcare.

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

Change to the per-pay-period benefit dollar amount of \$425 for each employee.

### Enclosure(s)

United Healthcare Confirmation

Delta Dental PPO Contract

### Recommended Motion

*"Motion to approve all Consent Agenda Items"*





**DELTA DENTAL OF ARIZONA**

**5656 W. Talavi Boulevard**

**Glendale, AZ 85306**

**(602) 938-3131**

**An Arizona Not For Profit Dental Service Plan**

**Employer Group Dental Contract**

The completion of the Master Application and premium payment made by Superstition Fire & Medical District is the consideration that binds the parties. Superstition Fire & Medical District will be called Employer Group in this Employer Group Dental Contract. The Employer Group Dental Contract, henceforth in this document, will be referred to as This Contract. Delta Dental of Arizona will be referred to as DDAZ in This Contract. The Master Application is a part of This Contract and binds the parties.

This Contract:

- A. Is issued for the Initial Rate Guarantee Period outlined below; and
- B. May be renewed for successive renewal periods by the payment of premiums set by DDAZ on each renewal date, the signed contract amendment indicating the renewal effective date and any applicable changes to this contract. A copy of the employer groups Arizona Unemployment Tax and Wage Report may also be requested by DDAZ.

The length of each renewal period will be set by DDAZ, but will not be less than twelve (12) months except for the initial change of a contract term.

**Entire Contract and Contract Amendments:**

This Contract with all Appendices, the Dental Benefits Booklet, the Appeals Booklet (if applicable) and the Master Application of the Employer Group constitute the Entire Contract between the parties. A copy of the Employer Group's Master Application, the Dental Benefits Booklet, and the Appeals Packet (if applicable) are attached to This Contract when issued.

This Contract may be changed in whole or in part. No change in This Contract will be valid unless it is approved in writing by DDAZ's Chief Executive Officer and given to the Employer Group for attachment to This Contract. No agent has the authority to change This Contract or to waive any of its provisions.

Employer Group Number:	37074
Original Effective Date:	July 1, 2019
Initial Coverage Period:	July 1, 2019 through June 30, 2021

**DELTA DENTAL OF ARIZONA**  
**5656 W. Talavi Boulevard**  
**Glendale, AZ 85306**

**Employer Group Dental Contract**

This Employer Group Dental Contract includes the following Appendices:

- Appendix A: Summary of Benefits
- Appendix B: Employer Group Specifications
- Appendix C: Funding Agreement

Delta Dental of Arizona and the Employer Group agree to comply with all provisions set forth in This Employer Group Dental Contract.

**AUTHORIZED SIGNATURES**

Superstition Fire & Medical District

Delta Dental of Arizona

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

By:  \_\_\_\_\_  
R. Allan Allford

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

Title: President/CEO

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

Date May 23, 2019

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## DEFINITIONS

The following terms, words and phrases will, for purposes of This Contract be defined as follows:

**Allowable Charge(s)** are determined as follows for the **PPO plus Premier Plan**:

**Delta Dental PPO Network**; The lesser of the Participating Dentist's billed charges or the PPO Table of Allowance for services rendered. A Participating Dentist will not charge a Covered Person more than the Allowable Charge(s).

**Delta Dental Premier Network**; The lesser of the Participating Dentist's billed fee, billed charges or the Premier Maximum Reimbursable Amount for services rendered. A Participating Dentist will not charge a Covered Person more than the Allowable Charge(s).

**Non-Contracted Dentist**; The lesser of the dentist's billed charges or Non-Participating Dentist Table of Allowance. DDAZ will pay the Covered Person the Allowable Charge(s). A Covered Person will be responsible for the full cost of treatment.

**Benefit Waiting Period**; is the period that must pass after the person is a covered Subscriber but before benefits will be paid for certain procedures or categories of expense.

**Benefit Year**; is the time period for which benefits are paid, time limitations are tracked, and the deductibles and maximum benefits are applied. A Benefit Year can be either a calendar year or Employer Group Contract Year. See Appendix A for the Benefit Year that applies in This Contract.

**Change in Family Status**; includes marriage, birth, or adoption of a child, divorce, or legal separation, loss of employment by a spouse, and death of an employee, spouse, or child.

**Contract Year**; is the twelve (12) month period beginning on the effective date of This Contract and each yearly period thereafter. This Contract is for one (1) year renewable terms. At any renewal period any portion of This Contract may be amended, particularly the Benefit Provisions and rates. The twelve (12) month period for each Contract Year is included in Appendix A.

**Covered Person**; is an eligible employee or dependent insured under This Contract who has satisfied the eligibility requirements as outlined in Appendix B of This Contract.

**Covered Services**; include Dental Services rendered by eligible providers to the extent that the benefit plan provides payment for those services after any Benefit Waiting Period has been satisfied. See the Summary of Benefits in the Dental Benefits Booklet and Appendix A of This Contract.

**DDAZ**; means Delta Dental of Arizona.

**Deductible**; is the amount of covered dental expenses that the Subscriber pays before the dental benefits are payable, and applies to each Covered Person per Benefit Year. Only fees charged for covered dental services will apply to the Deductible. Refer to the Dental Benefits Booklet for a more detailed description of the deductible and how it is applied.

**Dentist**: A natural person licensed to practice dentistry within the jurisdiction in which the service was provided.

**Dental Plan**; includes the dental care benefits provided by DDAZ in accordance with This Contract and described in the Dental Benefits Booklet.

**Eligibility Waiting Period**; is the period that must pass before the eligible employee is covered as a Subscriber for benefits under the terms of This Contract. Refer to Appendix B of This Contract for the eligibility waiting period.

**Enrollment Date**; is the Subscriber's effective date of coverage under This Contract or, if earlier, the first day of the waiting period for such coverage.

**Maximum Reimbursable Amount;** is the applicable maximum dollar amount paid by DDAZ toward the cost of dental care incurred by an individual or family. Delta Dental calculates the applicable Maximum Reimbursable Amount provided by contracting dentists to Delta Dental.

**Non-Participating Dentist Table of Allowance;** means the fixed dollar maximums paid by DDAZ for services rendered by a Dentist who is not a Participating Dentist with Delta Dental.

**Open Enrollment;** is the annual one-month period before the beginning of any Contract Term allowing an Eligible Employee, who initially waived coverage, to become an enrolled Subscriber and/or enroll their Eligible Dependents.

**Participating Dentist;** is a Dentist who has signed an agreement with DDAZ.

**PPO Table of Allowance;** means the fixed dollar maximums paid by DDAZ for services rendered by a Participating Dentist in the Delta Dental PPO Network.

**Predetermination of Benefits;** is a statement of costs submitted prior to dental care and treatment. In this process, DDAZ will verify eligibility and determine the amount of benefits to be paid under this contract and provide that estimate to the Subscriber.

**This Contract;** means this written agreement, (including all Appendices, The Master Application, the Dental Benefits Booklet, the Appeals Packet (if applicable) and any amendments) between the Employer Group and DDAZ.

## **ELIGIBILITY PROVISIONS:**

### **REQUIREMENTS FOR ELIGIBILITY:**

#### **EMPLOYER GROUP CONTRIBUTION:**

When the Employer Group makes a contribution toward the employee and/or dependent premium, this amount will be shown as a percentage and is stated in Appendix B of This Contract.

#### **MINIMUM PARTICIPATION REQUIREMENTS:**

The Employer Group will maintain a minimum number of all eligible employees enrolled in this Employer Group Dental Plan. This amount will be shown as a percentage and is stated in Appendix B of This Contract.

#### **DUAL-COVERAGE:**

An individual cannot be enrolled as a Subscriber and a dependent under the same DDAZ Employer Group Dental Contract. However, an individual may be covered as a Subscriber under one (1) DDAZ Employer Group Dental Contract and as a dependent under a different DDAZ Employer Group Dental Contract (Refer to the Coordination of Benefits section of This Contract and the Dental Benefits Booklet). No one can be insured as a dependent of more than one (1) insured individual within the same Employer Group Dental Contract. A dependent may be covered under two (2) different Employer Group Dental Contracts with DDAZ.

#### **REHIRED SUBSCRIBERS:**

Unless stated differently in Appendix B of This Contract, a Subscriber rehired up to twelve (12) months following the date of termination may rejoin the Plan with no eligibility waiting period. If the Subscriber is reinstated during the same Benefit Year in which the termination occurred, any Deductibles and Maximums met before termination will be applied. Any benefit waiting periods or portions of benefit waiting periods that have been satisfied will be credited. A Subscriber rehired twelve (12) months or later from the date of termination must meet the same requirements as a new employee. The date of rehire will become the date of hire.

**UNDERWRITING REQUIREMENTS:**

The Employer Group agrees to comply with the underwriting requirements that DDAZ reasonably requires from time to time. DDAZ will give the Employer Group sixty (60) days notice of any changes.

**ELIGIBLE EMPLOYEES:**

An employee may be covered under this program:

- A. While he/she is a regular employee in a class of eligible employees which is defined and included in This Contract; and/or
- B. While he/she is a full-time regular employee of the Employer Group, who works a required number of hours per week as stated in This Contract.

Temporary or seasonal employees are not eligible for coverage in This Contract. The specific Employer Group definitions of eligible employees are included in Appendix B.

**RETIRED EMPLOYEES:**

Retired employees are an eligible class of employees ONLY if requested on the Employer Group Dental Master Application, approved by DDAZ, and stated in Appendix B of This Contract.

The Employer Group must provide DDAZ with a complete description of the conditions that employees must meet to qualify for retiree benefits. Retired employees are eligible for coverage only when the requirements established by the Employer Group for retiree benefits have been met. If retiree coverage is added to This Contract at a later date, only those who retire after the effective date will be eligible for coverage.

The retiree should have been continuously covered under This Contract prior to retirement. The relationship with the Employer Group will be considered severed when the retiree terminates coverage with the Employer Group and no longer receives benefits from that Employer Group. In that event the retiree will no longer be considered benefits eligible under This Contract.

**ELIGIBLE DEPENDENTS**

If the Subscriber is covered, the following dependents may be covered under this program:

- A. A Subscriber's lawful spouse; and
- B. A Subscriber's children under the age limits noted in the Summary of Benefits or those of your spouse, including:
  - 1. Newborn children;
  - 2. Step-children;
  - 3. Persons under legal guardianship substantiated by a court order;
  - 4. Legally adopted children;
  - 5. Children placed for foster care; and
  - 6. Children placed for adoption with the Subscriber in accordance with applicable state or federal law.

The dependent child age limitation for this Employer Group is included in Appendix B.

**Handicapped Dependents;** A Subscriber's dependent Child over the limiting age as noted in the Summary of Benefits may continue to be eligible as dependents, if they are incapable of self-sustaining employment because of physical or mental incapacity that began before the limiting age, and are dependent on the Subscriber for their support and maintenance. Proof of incapacity must be provided to DDAZ and your employer within thirty-one (31) days of a request, but not more frequently than once per year following the child reaching the applicable limiting age.

**Military Status;** No children who are on active duty in military service are eligible for coverage under this contract.

**EFFECTIVE DATE OF COVERAGE:****ELIGIBLE SUBSCRIBERS:**

Subscribers are covered under this program:

- A. After completion of the eligibility waiting period as stated in Appendix B of This Contract.
- B. When the Subscriber completes the DDAZ approved enrollment form required by This Contract and the Employer Group sends the enrollment form with the required monthly premium payments to DDAZ.

- C. After the benefit waiting period, if applicable, has been satisfied. The benefit waiting periods are stated in Appendix A of This Contract.

**ELIGIBLE DEPENDENTS:**

Dependents are covered under this program:

On the date the Subscriber's coverage is effective; or

- A. After an open enrollment period allowing employees to make coverage changes. Coverage is effective on the first of the month of the new Contract Year following open enrollment.
- B. On the date the dependent is acquired, meaning:
1. The birth, adoption, placement for foster care, placement for adoption with the Subscriber and for whom the application and approval procedures for adoption have been completed;
  2. A marriage that results in the spouse and step-children being added to coverage;
  3. Persons required to be covered by court order.
- C. After the benefit waiting period, if applicable, has been satisfied.

**RETIRED EMPLOYEES:**

Retired employees must enroll for coverage on DDAZ approved enrollment forms. The effective date of coverage for an eligible retired employee is the later of:

- A. The date retired employees are eligible for coverage under This Contract;
- B. The date of retirement for employees who retire after that date;
- C. If DDAZ receives the enrollment forms more than thirty (31) days after the Retired employee's eligibility date, DDAZ may require evidence of insurability. If accepted, the effective date of coverage will be the date DDAZ specifies. Based on evidence of insurability, the retiree may be required to satisfy a six (6) month waiting period before coverage begins.

**ADDITIONAL INFORMATION ON COVERAGE AND EFFECTIVE DATES FOR ENROLLMENT:**

Eligible employees have thirty-one (31) days after becoming eligible to enroll for coverage. Employees who do not enroll when first eligible, or during the open enrollment period, may join only if they incur a change in family status which affects eligibility for dental coverage. DDAZ will not require evidence of insurability for enrollment.

If an employee does not enroll his/her dependents when they are first eligible and later acquires a dependent as a result of marriage, birth, placement for foster care, adoption or placement for adoption, the dependent(s) may enroll for coverage at that time.

- If a Subscriber acquires a dependent due to marriage, the effective date of coverage of the eligible dependent(s) will be the first of the month following the event as long as DDAZ receives the enrollment form. The Subscriber must complete and sign a DDAZ approved enrollment form within thirty-one (31) days and the Employer Group must send it to DDAZ within forty-five (45) days from the date of marriage. If there is a change in premium, it will be included in the next billing date after the change, adjusted back to the effective month of the change.
- If a Subscriber acquires a dependent as a result of birth, placement for foster care, adoption, or placement for adoption, the effective date of coverage for the newly acquired dependent and any other eligible dependent(s), will be the date of the event. The Subscriber must complete and sign a DDAZ approved enrollment form within thirty-one (31) days and The Employer Group must send it to DDAZ within forty-five (45) days from the date of event. If there is a change in premium, it will be included in the next billing date after the change, adjusted back to the effective month of the change.

An approved enrollment form must be submitted to add newborn or any adopted children, even if no additional premium is required. DDAZ's claim payment system tracks deductibles, maximums, and benefit information individually for each Covered Person. The name and other pertinent information, as included on the enrollment form, are required to process claims. Therefore, although it is not required that an enrollment form be completed for anyone under age three (3), it is prudent to address this as soon as possible. The claims payment may be

delayed and/or possibly denied if DDAZ does not have the data on this dependent in the claims paying system and if premium has not been paid for this dependent.

- If a court orders that coverage be provided by a Subscriber, the effective date of coverage for this covered person will be the first billing date after DDAZ receives the approved enrollment form. The Subscriber must complete and sign the DDAZ enrollment form within thirty-one (31) days and send it to DDAZ within forty-five (45) days after the court order is issued. However, the effective date of coverage may be different if required by court order or applicable law.

**OPEN ENROLLMENT:**

An eligible employee may enroll for coverage for the eligible employee and any eligible dependents during any annual Open Enrollment period. The effective date of coverage will be the renewal date immediately following that open enrollment period, as long as the DDAZ approved enrollment form is completed, signed, and returned within thirty one (31) days. The approved enrollment form must be received by DDAZ within forty-five (45) days of the beginning date of that Open Enrollment period.

**REMOVING DEPENDENTS AND OTHER ELIGIBILITY CHANGES:**

If a Subscriber elects to change from family coverage to single coverage, drop a dependent from family coverage, or voluntarily withdraw from coverage during an open enrollment period, the Employer Group will provide notice of such change to DDAZ. All changes must be on a DDAZ approved enrollment form. The minimum participation as stated in This Contract must continue to be met during each renewal period.

The change will be effective on the last day of the billing month in which the election is made, as long as the Employer Group provides timely notice.

**TERMINATION OF COVERAGE:**

**LOSS OF ELIGIBILITY:**

Coverage for the Subscriber and Covered Dependents will terminate on the last day of the month, or as designated by the Employer Group and stated in Appendix B of This Contract.

The Subscriber's eligibility ceases upon:

- A. Termination of employment;
- B. Loss of full time active status, other than during a leave of absence;
- C. Failure to return to active full-time employment at the end of a leave of absence;
- D. Failure to satisfy any eligibility requirements stated in This Contract in Appendix B;
- E. The date of death of the eligible Subscriber; *or*
- F. Termination of This Contract.

Covered Dependents' eligibility ceases upon:

- A. Termination of the employee's employment;
- B. The date the Employee no longer meets the eligibility criteria under This Contract;
- C. The dependent spouse is no longer an eligible dependent as a result of a divorce decree;
- D. The date a self-sustaining, employable, dependent child reaches the age limits noted in the Summary of Benefits;
- E. The date of the employee's death;
- F. The date This Contract terminates.

**LEAVE OF ABSENCE:**

The Employer Group may continue coverage for Subscribers for a maximum period as designated by the Employer Group when an employee is on an authorized leave of absence. The Employer Group must continue to pay premiums during a leave of absence. The Employer Group may require that an employee enroll in COBRA coverage for the duration of the leave of absence.

**OTHER CIRCUMSTANCES AND CONDITIONS:**

- A. Termination of any Covered Person under This Contract will become effective the last day of the month that the Employer Group does not pay DDAZ the required monthly premium for that covered person.

- B. Coverage for a Subscriber may be terminated following sixty (60) days notice from DDAZ for misrepresentation or fraud in the Subscriber's use of services or benefits. DDAZ may also terminate coverage for a Subscriber for disruptive, unruly, or abusive behavior (not related to the use of dental services).
- C. If an Employer Group does not provide timely notice of the termination of a Subscriber and/or dependents, DDAZ may terminate coverage as follows:
  - 1. The last day of the billing month/day in which the Subscriber is no longer eligible for coverage; or
  - 2. A date which is not more than sixty (60) days prior to DDAZ's actual receipt of the written notice.The Employer Group is liable for the payment of premium through the date of termination elected by DDAZ.

**COVERAGE AFTER TERMINATION:**

Benefits will not be paid for services provided after your coverage ends, including pre-determined services, except for multiple appointment procedures with a date of service before the termination of coverage which were completed within thirty (30) days from the date your coverage ended. Such benefits will be subject to all conditions specified in This Contract.

**COBRA:**

Under Federal law it is the Employer Group's responsibility, as Plan Administrator, to inform employees and dependents of the availability, terms, and conditions of continuation coverage available under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). COBRA requires most employers who have twenty or more employees and sponsor Employer Group health benefits to offer employees and their covered dependents the opportunity for a temporary extension of Employer Group health coverage at Employer Group rates in certain instances where coverage under the plan would otherwise end. Employer Group health coverage can include dental coverage depending on whether dental is considered a "core" benefit as defined in the COBRA regulations. This coverage is known as Continuation Coverage. It is the Employer Group's responsibility to inform the employee of their rights under COBRA and to inform DDAZ of those Subscribers and/or Covered Dependents who satisfy the criteria to continue coverage under this regulation. See Arizona Continuation Coverage below for groups with 1-20 employees.

**ARIZONA CONTINUATION COVERAGE:**

Under Arizona law effective 1/1/19 (*Arizona Revised Statutes Section 20-2330, Continuation of small group coverage; notice; duration; definitions*), it is a Small Employer's responsibility to provide notice of the right to continuation coverage to qualifying employees and dependents. The required contents of the notice, definition of Small Employer, terms and conditions of the continuation coverage and responsibilities of the Small Employer, are set forth in ARS Section 20-2330. It is the Small Employer's responsibility to inform the employee of their rights under Arizona's continuation coverage law and to inform DDAZ of those Subscribers and/or Covered Dependents who satisfy the criteria to continue coverage under this law.

**CONVERSION COVERAGE:**

**Subscribers eligible for conversion coverage:**

A Subscriber may enroll in conversion coverage upon loss of employment or a change in benefits eligible status after COBRA coverage ends as long as the Employer Group Dental Contract with DDAZ is still in force. If the Subscriber is not eligible for COBRA coverage due to the size or type of the Employer Group, conversion coverage will apply upon termination of employment or loss of coverage due to a change in benefits eligible status.

A Covered Dependent may enroll in conversion coverage upon the death of a Subscriber, divorce, or termination of employment of the Subscriber. Conversion coverage will also apply to dependents upon loss of coverage due to reaching the limiting age. The conversion coverage may include covered dependent children for whom the spouse has responsibility for care and/or support.

DDAZ requires a DDAZ approved enrollment form and the first premium payment within thirty-one (31) days for the conversion contract to become effective. The effective date of the conversion contract will be the day following

termination of active group coverage or if applicable, the day after COBRA Continuation coverage ceases provided that This Contract continues to be in force. There will be no evidence of insurability requirement.

**Subscribers not eligible for conversion coverage:**

This conversion coverage is not available to a person covered by other dental benefits, which together with this conversion coverage would constitute duplicate insurance. This coverage also does not apply if the Employer Group terminates This Contract.

**RESPONSIBILITIES OF THE PARTIES:**

**RESPONSIBILITIES OF THE EMPLOYER GROUP:**

**ADMINISTRATION:**

- A. Provide DDAZ with all the information required to confirm a Subscriber's eligibility for coverage or termination of coverage.
- B. Provide DDAZ with notice of any changes of name, address, or marital status of Subscribers.
- C. Provide DDAZ with written notice of any changes, other than termination, in a Subscriber's coverage status within thirty-one (31) days after such changes using DDAZ approved forms.
- D. Provide DDAZ with written notice of a Subscriber's termination of coverage to DDAZ as soon as possible, but not more than sixty (60) days after coverage terminates.
- E. Notify Subscribers of the conversion coverage available in the Dental Plan outlined in the Dental Benefits Booklets and This Contract if applicable.
- F. Notify the Subscribers when This Contract terminates that their coverage has ended, however, coverage will terminate even if such notice is not given by the Employer Group.
- G. Distribute all notices, from DDAZ to Subscribers and comply with federal and state disclosure laws. Notice given to the Employer Group is considered to be notice to the Subscriber. Notice given to Employer Group is considered to be notice to all subsidiaries and sublocations of This Contract.
- H. Provide COBRA administrative services as described in the Dental benefits booklet and This Contract.
- I. The Employer Group agrees to indemnify DDAZ against any penalties resulting from the Group's failure to deliver notices as required by law.

**PREMIUM PAYMENT PROVISIONS;**

- A. This Contract will not become effective until DDAZ has received the payment of the initial monthly premium.
- B. The Employer Group determines the amount, if any, of each member's contribution toward the cost of insurance.
- C. The Employer Group will provide DDAZ with a copy of the State Unemployment Tax and Wage Report upon request to verify participation requirements assumed in developing premium rates.
- D. The premium due on each premium due date is the sum of the premiums for all insured persons. Premium rates are stated in Appendix B of This Contract.
- E. The Employer Group will pay the net amount listed on the monthly billing provided by DDAZ. The Employer Group will report employee terminations on the monthly billing or by submitting a copy of a payroll transmittal indicating the additions, terminations, and changes from the previous month's billing. The DDAZ approved enrollment form must be submitted for each individual being added or making a change regardless of the mechanism (billed or transmittal) used to report eligibility changes.
- F. The Employer Group's records will be available for review by DDAZ with reasonable notice to confirm the accuracy of the payments made, or data provided.
- G. DDAZ may give the Employer Group up to a maximum of sixty (60) days credit (from last billing issued) for retroactive deletions unless claims were paid for the retroactive terminated Subscribers.
- H. The Employer Group must pay premiums for any months in which claims were incurred by any of the Subscribers that the Employer Group is retroactively terminating.
- I. Subsequent premiums are due on the first of the month for coverage during that month.

- J. If a premium is not paid on or before its premium due date, it may be paid during the grace period. This Contract will remain in force during the grace period.
- K. If the Employer Group fails to pay the premiums due within the grace period, DDAZ may terminate the Contract effective on the date the premium first became due. In that case, the Employer Group is liable to DDAZ for covered services rendered to Subscribers during the grace period.
- L. The Employer Group is liable for the cost of benefits for covered services provided to a Subscriber following the termination of his or her coverage under This Contract if the Employer Group fails to provide notice to DDAZ of the termination as required in This Contract. The Employer Group's liability under this paragraph will be limited to those benefits that are paid by DDAZ on or before the date DDAZ actually receives written notice of the termination. The Employer Group will reimburse DDAZ for such benefits within thirty-one (31) days following DDAZ's request for reimbursement.
- M. Within sixty (60) days after the termination, if the Employer Group pays an amount equal to the premium due, it can avoid its liability for covered services rendered to Subscribers during the grace period. The Employer Group is responsible for all costs for covered services rendered to Subscribers after the expiration of the grace period. This provision does not operate to reinstate the contract.
- N. If This Contract is canceled due to non-payment of premium, DDAZ shall not be liable for payment of claims incurred after the date of termination. This Contract will not be eligible for reinstatement and DDAZ will not issue a new contract for a minimum of twelve (12) months following the date of cancellation.

**RESPONSIBILITIES OF DDAZ:**

**PREMIUM RATES:**

**General Information;**

Premium rates are comprised of various components and cost factors (e.g. premium tax) and are calculated based on current law. If federal or state law impacting premium rates is implemented or amended during the term of This Contract, DDAZ may adjust (retroactively or prospectively) the premiums in effect accordingly. DDAZ reserves the right to recover from the Employer Group any premium tax deficiencies assessed against DDAZ with respect to the Employer Group's coverage under This Contract, whether such deficiencies are assessed during the term of the Contract or following its termination.

Another important component in the development of rates is the Employer Group contribution and the percentage of participation. The Employer Group specific information is in Appendix B of This Contract.

The monthly amount due to DDAZ is based on the total insured enrollment for that month. The number of insured employees and dependents is multiplied by the appropriate premium rate for the funding mechanism used. (Appendix C includes the Funding Agreement).

DDAZ guarantees initial premium rates for twelve (12) months from the effective date of This Contract unless otherwise stated in Appendix B of This Contract.

**Changes in Premium Rates;**

DDAZ may change premium rates when:

- A. A change or clarification in law or governmental regulation affects the amount payable under This Contract. Any such change in premium rates will reflect only the change in DDAZ's obligations;
- B. The number of Subscribers changes by ten percent (10%) or more;
- C. DDAZ and the Employer Group mutually agree to change the premium rates as a result of changes to This Contract; or
- D. Except as provided above, premium rates will not be changed during the initial rate guarantee period stated in Appendix B of This Contract. Thereafter, except as provided above, DDAZ may change premium rates after the required number of days advance written notice to the Employer Group as stated in Appendix B of This Contract. Any such change in premium rates may be made effective on any premium due date, but no such change will be made more than once in any Contract Year. This Contract will be amended to reflect these changes. For purposes of this paragraph, notice to the broker/agent/consultant designated by the Employer Group constitutes notice to the Employer Group.

**Contract Renewal;**

If DDAZ requires a change to the premiums upon renewal, DDAZ will provide the renewal rates with either forty-five (45) days notice before the effective date of rate change or with the minimum Employer Group notification as stated in Appendix B of This Contract.

DDAZ will notify the Employer Group of renewal changes in the premium. DDAZ will not change the premium until the next contract year. For purposes of this paragraph, notice to the broker/agent/consultant designated by the Employer Group constitutes notice to the Employer Group.

If information used to determine the premium rates varies by more than ten percent (10%), DDAZ may give a minimum of forty-five (45) days notice (or the Employer Group requested notice) of termination of This Contract, increase in premium rates, reduction in coverage, or a combination of these options.

**CONTRACT AMENDMENTS:**

Unless otherwise specified in This Contract or affected by applicable law, DDAZ reserves the rights to amend or modify This Contract in writing with at least forty-five (45) days notice to the Employer Group. Any deviations from this timeframe for notice to the Employer Group will be included in Appendix B of This Contract. Only an authorized officer of DDAZ may amend or modify This Contract or waive any of its provisions, and all amendments must be in writing. If laws or regulations affecting This Contract are changed, This Contract will be considered modified to the extent required to remain in compliance with federal and state law.

**CONTRACT TERMINATION:**

DDAZ or the Employer Group may cancel This Contract by providing at least forty-five (45) days' notice to the other or the minimum advance notice requested by the Employer Group as stated in Appendix B of This Contract for rate changes and renewals. The Employer Group may terminate This Contract for any reason with at least (45) days' notice to DDAZ or the minimum advance notice as required by the Employer Group as stated in Appendix B.

DDAZ may terminate This Contract as follows:

- A. On any premium due date if the number of persons insured is less than the minimum participation number or less than the minimum participation percentage stated in Appendix B of This Contract and, as such, participation has created an adverse risk.
- B. On any premium due date, if DDAZ determines that the Employer Group has failed to promptly furnish any necessary information requested by DDAZ, or has failed to perform any other obligations relating to This Contract.
- C. At the end of the Contract Year for any reason.

**EMPLOYER GROUP ON HOLD:**

DDAZ reserves the right to put an Employer Group on a "hold" status until a resolution is reached for the following reasons:

- A. Non-Payment of Premium;
- B. Unsigned contract and/or amendments; or
- C. Non Compliance with Provisions of This Contract.

This status will result in a denial of any claims submitted for the Employer group during this period and resubmission will be required for those claims when the above issues are resolved.

**ENROLLMENT/PLAN ADMINISTRATION MATERIALS:**

Material generated by the Employer Group concerning This Contract must be approved by DDAZ before printing and distribution to eligible employees and/or covered subscribers. DDAZ will provide the following as specified by the Employer Group:

**Dental Benefits Booklets;**

- A. DDAZ will issue Dental Benefits Booklets to the covered Subscriber showing the coverage under This Contract; or
- B. DDAZ will issue Dental Benefits Booklets to the Employer Group. These booklets show the coverage under This Contract. The Employer Group agrees to distribute a Dental Benefits Booklet to each covered Subscriber.

**An Appeals Packet** (if applicable based on funding arrangement noted in Appendix C);  
DDAZ provides an Appeals Packet as part of This Contract. The Appeals Packet is provided to the Subscribers and Covered Dependents when first enrolled and within five (5) business days after DDAZ receives a request for an appeal. At each renewal, a separate statement is sent to the Subscribers reminding them that they may request another copy of the Appeals Packet. This Appeals Packet will also be sent to any Subscriber or treating provider at any time upon request.

**DDAZ Identification Cards;**

DDAZ will provide Subscriber identification cards. These will be located in the Dental Benefits Booklet.

## CLAIMS PAYMENT PROVISIONS

### NETWORK PROVISIONS:

**Participating Dentist;**

On the date of service, if the dentist is a participating dentist (a dentist who has signed an agreement with Delta Dental):

- A. The dental office will complete the claim forms and submit to DDAZ for payment, pre-determination or coordination of benefits.
- B. The Subscriber is required to pay the co-insurance (if any) and/or deductible (if any) for covered benefits.
- C. PPO plus Premier Participating Dentist Reimbursement:
  - Payment to a dentist participating in the Delta Dental PPO network will not exceed the Table of Allowance for the state in which services are rendered.
  - Payment to a dentist exclusively participating in the Delta Dental Premier network (not a Delta Dental PPO participating Dentist) will not exceed the Maximum Reimbursable Amount for the state in which services are rendered.

**Non-Participating Dentist;**

Within the United States;

On the date of service, if the dentist is a Non-Participating dentist (a dentist who has not signed an agreement with Delta Dental, or who has terminated as a Participating Dentist):

- A. The Subscriber will be responsible for the submission of the claim form or the predetermination of benefits form to DDAZ.
- B. The Subscriber will be responsible to the Non-Participating dentist for the full cost of treatment and DDAZ will reimburse the Subscriber for the amount of benefits payable by the Group's plan. The benefits in This Contract may not be assigned.
- C. The payment for the treatment will be based on the lesser of the billed charges or the Non-Participating Dentist Table of Allowance for the state in which services are rendered. You will be required to pay the difference between any amount billed by the dentist and that state's Non-Participating Dentist Table of Allowance. This payment results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist.

**Non-Participating Dentist;**

Outside the United States;

On the date of service, if the dentist is a Non-Participating dentist (a dentist who has not signed an agreement with Delta Dental, or who has terminated as a Participating Dentist):

- A. The Subscriber will be responsible for the submission of the claim form or the predetermination of benefits form to DDAZ.
- B. The claim form must include the billed charges in that country's currency and a conversion fee into United States dollars.

- C. The Subscriber will be responsible for the submission of a copy of that dentist's license to practice dentistry in the country services were rendered.
- D. The Subscriber will be responsible to the Non-Participating dentist for the full cost of treatment and DDAZ will reimburse the Subscriber for the amount of benefits payable by the Group's plan. The benefits in This Contract may not be assigned.
- E. The payment for the treatment will be based on the lesser of the billed charges or DDAZ's Foreign Non-Participating Dentist Table of Allowance. You will be required to pay the difference between any amount billed by the dentist and DDAZ's Foreign Non-Participating Dentist Table of Allowance. This payment results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist or Non-Participating Dentist within the United States.

**NON ASSIGNABILITY OF BENEFITS:**

The benefits of This Contract are not assignable. A Subscriber may not assign or transfer the rights to receive any portion of the benefits to any person or entity. If DDAZ makes a payment that is inaccurate or makes an overpayment to the Subscriber, DDAZ is entitled to reimbursement from the Subscriber or may offset the amount owed against a future claim. Inaccurate payments are not a waiver of any future rights of DDAZ to deny payment for non-covered benefits.

**PROVISIONS REQUIRED BY LAW:**

Before approving a claim, DDAZ will be entitled to receive, as the law allows, any information from any examining dentist who is providing dental services to that Covered Person and any records of treatment provided to a Covered Person, as may be required to administer the claim. DDAZ will in every case hold such information and records confidential. DDAZ takes confidentiality very seriously and has various processes in place to ensure that sensitive or confidential information is safeguarded and that the release of such information is made only to facilitate coverage and in accordance with state and federal laws.

DDAZ will not release information to spouses, relatives, attorneys, or others purporting to be the Subscriber's representative without the Subscriber's written consent. If the Subscriber wishes to authorize someone to have access to information, he/she may send a written request or call DDAZ's Customer Service Department to request an Authorization to Disclose Information Form. Once DDAZ receives the form, it will release information to the person that the Subscriber has designated. DDAZ may also limit release of information to the parents of dependent children who have reached the age of majority and are not subject to guardianship or conservatorship, even when such children are covered under the parent's Contract.

When the Subscriber is not a custodial parent of a child who is covered because of a court administrative order to provide health benefits (including dental) to that child DDAZ will provide benefit information to the custodial parent, permit the custodial parent to submit claims for the child and make payments directly to the custodial parent, provider, or state agency as applicable. Under Arizona law, both parents have equal rights of access to information about their children, unless there is a court order denying such access. Absent a copy of such order and subject to the confidentiality provisions described above, DDAZ provides equal parental access to information. Whether issues relate to a court or administrative order concerning coverage or simply access to information, DDAZ is not a party to domestic disputes. Such matters must be resolved between parents of the dependent child.

**FILING A CLAIM:**

Claims should be filed on DDAZ forms. If DDAZ does not provide the requested forms within fifteen (15) days after the request is made, the claim may be submitted in a letter which provides written proof of the claim covering the occurrence, the character, and the extent of the loss. The requirements for proof of loss will be considered satisfied if DDAZ receives the DDAZ forms or a written statement as outlined above within the timeframe as stated in the following paragraph. Proof of loss: A sworn statement that usually must be furnished by the insured to an insurer before any loss under a policy may be paid. This form is usually used in the settlement of first-party losses and includes the date and description of the occurrence and the amount of loss. A claim is a demand by an insured or another party for indemnification of a loss under an insurance contract or bond; sometimes, the actual or estimated amount of a loss.

**TIME LIMITS ON FILING PROOF OF LOSS:**

Proof of Loss must be provided within ninety (90) days after the termination of care for which benefits are payable. If that is not possible, it must be provided as soon as is reasonably possible, but, not later than one year after the date of service. If the Proof of Loss is filed outside these limits, the claim will be denied. These limits will not apply should the Subscriber lack legal capacity.

**PROOF OF LOSS:**

Proof of Loss means written proof that the Covered Person has incurred Dental Expenses for which Dental Benefits are payable. Proof of Loss must be provided at the Subscriber's expense. No dental benefit will be paid until proof of loss is satisfied.

**DOCUMENTATION OF PROOF OF LOSS:**

At the Subscriber's expense, it is necessary to submit completed claim statements, with the Subscriber's or Covered Person's signed authorization for DDAZ to obtain information, and any other items we may reasonably require in support of the claim. This information may be obtained from any provider or insurance company. DDAZ reserves the right to reject or suspend a claim based on lack of dental information or records.

**INVESTIGATION OF CLAIMS:**

DDAZ may investigate your claims at any time. At DDAZ's expense, we may have a dental professional of our choice examine the Covered Person and/or review X-rays. DDAZ may deny or suspend payment of Dental Benefits if the Covered Person or the Dentist providing care fails to cooperate with a review or examination by the Dental Professional that DDAZ selects.

**PAYMENT OF DENTAL BENEFITS:**

DDAZ will pay all dental benefits directly to the DDAZ Participating Dentists and to the Subscriber if his/her Dentist is a DDAZ Non-Participating Dentist immediately after proof of loss is established. DDAZ does not require that a specific Dentist provide any covered services. See the Network Provisions Section of This Contract for a complete description of how benefits are paid for Participating and Non-Participating Dentists.

**NOTICE OF DECISION ON CLAIM:**

If additional information is needed and, therefore, DDAZ is unable to pay the claim, the Subscriber will receive a notice of our receipt of the claim within fifteen (15) days after DDAZ receives the claim. If DDAZ denies your claim or procedure, or reduces your payment, in whole or in part, including those due to eligibility to participate or utilization review, you will receive an Explanation of Benefits (EOB) describing your liability for services received.

If you have no liability and part of your claim is denied, you will not receive an EOB. If DDAZ denies your claim, the specific reason for your denial is shown on your explanation of Benefits (EOB). If additional information is required to process your claim, the EOB will show the information that DDAZ needs to finish processing your claim. The plan provisions that are relied upon for processing are included in your benefit booklet. If the Subscriber does not receive DDAZ's decision within thirty (30) days after DDAZ receives information required to process the claim, the Subscriber will have an immediate right to request a review as if the claim had been denied.

If DDAZ denies any part of the claim, the Subscriber will receive a written notice of denial containing:

- A. The reasons for the decision;
- B. A description of any additional information needed to support the claim; and
- C. Information concerning the Subscriber's right to appeal the decision if applicable.

**TIME LIMITS ON LEGAL ACTIONS:**

No action at law or in equity may be brought until sixty (60) days after you have given us Proof of Loss. No such action may be brought more than three years after the earlier of:

- A. The date we receive Proof of Loss; and
- B. The end of the period within which Proof of Loss must be provided.

**CLAIMS APPEAL PROCESS**

(If applicable based on funding arrangement noted in Appendix C):

The covered person or the treating provider can file an appeal. DDAZ provides a form to be used for an appeal in the

Appeals Packet. The covered person or treating provider is not required to use the form; a letter with the same information is acceptable. If the covered person decides to appeal a decision to deny authorization or payment of a service, the covered person should tell the treating provider so the provider can help with the information needed to present the appeal.

The process for an appeal is described in detail in the Appeals Packet, a separate document, which is provided to the Subscriber when effective under This Contract along with the Dental Benefits Booklet. The Subscriber can request another copy of this Appeals Packet by calling DDAZ's Customer Service Department.

**Description of the Appeals Process;**

There are two types of appeals: an expedited appeal for urgent matters, and a standard appeal. Each type of appeal has three (3) levels. The appeals operate in a similar fashion, except that expedited appeals are processed much faster because of the patient's condition.

Expedited Appeals (for urgently needed services you have not yet received):

- Level 1: Expedited Medical Review
- Level 2: Expedited Appeal
- Level 3: Expedited External Independent Review

Standard Appeals (for non-urgent services or denied claims)

- Level 1: Informal Reconsideration <sup>1</sup>
- Level 2: Formal Appeal
- Level 3: External Independent Medical Review

DDAZ makes the decisions at Level 1 and Level 2. An outside reviewer, who is completely independent from our company, makes Level 3 decisions. The Subscriber is not responsible to pay the costs of the external review if appealing to Level 3.

<sup>1</sup> DDAZ does not provide informal reconsideration of a denied claim; our appeals process begins at the formal appeal level.

The information in the Appeals Packet, which is a part of This Contract, gives the details about the Subscriber's rights and responsibilities during the appeals process. These will include the procedures DDAZ and the Subscriber must follow when participating in the appeals process, the time period applicable at each level of appeal, whether a request for an appeal must be in writing, and notices the Subscriber will receive from DDAZ regarding the appeal.

**GENERAL PROVISIONS:**

**DISCLOSURE OF INFORMATION:**

DDAZ will comply with all federal and state laws regarding disclosure of information by dental plan Insurers.

**RIGHT OF RECOVERY:**

DDAZ will recover any payment made that is more than the obligation determined by **the terms and conditions of the Employer Group Dental Contract** and the rules of the Coordination of Benefits provision. DDAZ's right of recovery under this provision is in addition to any rights as DDAZ has under common law.

**NO LOSS/NO GAIN:**

Subscribers who were covered by the Employer Group's prior indemnity dental plan up to the effective date of This Contract will be given credit toward the deductibles satisfied for the same Benefit Year. The employee or Employer Group must provide an explanation of benefits or a report from the prior plan indicating the amount of the deductible that has already been met. This data will be used to determine the amount of credit given. DDAZ will also reduce the maximum amount for the Benefit Year by any amounts paid by the previous carrier based on data DDAZ receives from the dentist, an Explanation of Benefits, or the patient history from the DDAZ database.

**APPLICABLE LAW:**

This Contract is governed by the State of Arizona and applicable to federal law.

**ALLOCATION OF AUTHORITY:**

Each person signing This Contract certifies that he/she has the appropriate corporate authority to bind the respective party. Except for those functions that This Contract specifically reserves to the Employer Group, DDAZ has full and exclusive authority to control and manage This Contract, to administer claims, and to interpret This Contract and to resolve all questions arising in the administration, interpretation, and application of This Contract.

**DDAZ'S RELATIONSHIP TO THE DELTA DENTAL PLAN ASSOCIATION:**

The Employer Group, on behalf of itself and the Subscribers, expressly acknowledges its understanding that This Contract constitutes a contract solely between the Employer Group and DDAZ. DDAZ is an independent corporation who operates under a license from the Delta Dental Plan Association (DDPA), an association of independent Delta Dental Plans. DDPA permits DDAZ to use the Delta Dental Service Marks in the State of Arizona and DDAZ is not contracting as an agent of the association. The Employer Group acknowledges and agrees that it has not entered into the contract based upon representations by any person other than DDAZ. The Employer Group also agrees that no person, entity, or organization other than DDAZ will be held accountable or liable to the Employer Group for any of the DDAZ obligations to the Employer Group or to the Subscribers created under This Contract. This paragraph will not create any additional obligations whatsoever on the part of DDAZ other than those obligations created under the provisions of This Contract.

**CONFIDENTIALITY:**

The Employer Group will maintain the confidentiality of all proprietary information relating to DDAZ acquired during the term of This Contract. Such information may not be disclosed or otherwise made available to anyone not a party to This Contract without DDAZ's prior written consent and it may not be used to the detriment of DDAZ. The obligations of this paragraph pertain to the Employer Group and its agents and will survive termination of This Contract.

**COORDINATION OF BENEFITS:**

If any services covered under This Contract are also provided under any other Employer Group dental coverage, DDAZ will pay no more than the total cost of such dental services than is required by the Subscriber's Dental Benefits Booklet. This practice is consistent with state and/or federal law and industry standards (including the National Association of Insurance Commissioners Employer Group Coordination of Benefits Model Regulation). Upon request, the Employer Group will assist DDAZ in obtaining information necessary to coordinate and avoid duplication of benefits. The Dental Benefits Booklet that is a part of This Contract contains a detailed description of the coordination of benefits provisions and order of payment.

**ERISA/COBRA:**

The contract is not a "plan document" for purposes of the Employee Retirement Income Security Act of 1975 (ERISA). The Employer Group will be the "Plan Administrator", if applicable, for the purposes of COBRA and ERISA (or comparable provisions of other state or federal law).

**ERRORS:**

The Employer Group is liable for intentionally providing misleading, false, or inaccurate statements and for intentionally failing to provide adequate, accurate, and timely information to DDAZ under This Contract. DDAZ reserves the right to exercise all remedies available under law or equity, including the right to immediately terminate or rescind This Contract. If This Contract is rescinded, DDAZ reserves the right to recover from the Employer Group any amounts paid on behalf of the Employer Group and/or Subscribers.

To the extent permitted by applicable law, Subscribers are individually liable for intentionally misleading, false, or inaccurate statements or omissions of information they are individually obligated to provide to the Employer Group and/or DDAZ. DDAZ reserves the right to rescind the Subscriber's coverage in the event of a fraudulent or otherwise intentional material misrepresentation, in which case DDAZ also reserves the right to recover any amounts paid on behalf of the Subscriber. The Employer Group remains liable if the Subscriber provides the information to the Employer Group and the Employer Group intentionally fails to timely provide it to DDAZ.

Unintentional clerical errors, omissions or delays in providing dates or relevant information do not invalidate coverage that otherwise would have been in force. Unintentional errors, omissions, or delays do not allow a Subscriber to have coverage he or she would not have been entitled to, or to continue coverage that otherwise would

have been terminated. Upon discovery of such errors, omissions or delay, an equitable adjustment of charges and benefits will be made, and DDAZ reserves the right to recover for overpayments made as a result of such errors, omissions, or delays.

**NOTICE:**

All notices and other communications to DDAZ from the Employer Group must be in writing, served or delivered to the address listed on the signature page of this contract. The parties may change the address of record by notifying the other party of the new address. Notice to the Broker/Agent/Consultant designated by the Employer Group will constitute notice to the Employer Group.

**SEVERABILITY:**

During the term of This Contract, if any provisions of This Contract, including the Appendices, the Dental Benefits Booklet, Appeals Packet (if applicable) and Master Application are determined by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be null and void. This Contract will be construed and enforced as if the provision had never been a part of it; the remaining provisions of This Contract will remain in full force and effect.

**APPENDIX A**  
**Delta Dental PPO plus Premier**

**DELTA DENTAL OF ARIZONA**  
**Employer Group Dental Contract**

**GROUP NAME:** Superstition Fire & Medical District

**GROUP NUMBER:** 37074

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**SUMMARY OF BENEFITS**

**BENEFIT YEAR:** January 1 through December 31

Benefit Year means the annual period specified in the Employer Group Dental Contract for calculation of benefits, co-payment, and deductibles under This Contract.

**CONTRACT YEAR:** July 1 through June 30

This is the twelve (12) month period for which these Contract benefits apply.

**DEDUCTIBLE:** \$50 per Person, \$150 per Family

**CALENDAR YEAR BENEFIT MAXIMUM:** \$2,500 per Person, per Benefit Year

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**REFER TO THE DENTAL BENEFITS BOOKLET DESCRIPTION OF SERVICES FOR A MORE DETAILED DESCRIPTION INCLUDING LIMITATIONS AND EXCLUSIONS. BENEFITS SUBJECT TO ALL PROVISIONS, TERMS, & CONDITIONS OF THE EMPLOYER GROUP DENTAL CONTRACT.**

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**ROUTINE SERVICES (Deductible does not apply to these services)**

<b>Delta Dental PPO Dentist</b>	<b>Delta Dental Premier Dentist</b>	<b>Non Contracted Dentist</b>
<b>100%</b>	<b>100%</b>	<b>100%</b>

Diagnostic

- Exams, evaluations, or consultations (Twice in a Benefit Year).
- X-rays Full Mouth/Panorex (Once in a five (5) year period) Bitewing (Once in a Benefit Year) Periapical - (six (6) per calendar year).

Preventive

- Topical Application of Fluoride (children to the age of eighteen (18) - twice in a benefit year).
- Routine Cleanings (limited to twice in a benefit year), or one (1) difficult cleaning may be exchanged for one (1) routine cleaning, however, the difficult cleaning is limited to not more than once in a five (5) year period.
- Space Maintainers – (Once in a three (3) year period for missing posterior primary (baby) teeth up to age fourteen (14).
- Sealants for children (Once in a two (2) year period for permanent molars & bicuspids up to age nineteen (19).

**BASIC SERVICES (Deductible does apply to these services)**

<b>Delta Dental PPO Dentist</b>	<b>Delta Dental Premier Dentist</b>	<b>Non Contracted Dentist</b>
<b>90%</b>	<b>80%</b>	<b>80%</b>

Restorative

- Fillings consisting of silver amalgam; and in the case of front teeth only, composite tooth color fillings – (once per tooth surface in a two (2) year period).
- Stainless Steel Crowns

Oral Surgery

- Simple Extractions.
- Extractions and Surgical Procedures including pre and post treatment care.
- General Anesthesia and Intravenous/Analgesia- as stated in the Covered Dental Services section of this benefit booklet.

Emergency (Palliative Treatment)

- Emergency treatment for the relief of pain.

**MAJOR SERVICES (Deductible does apply to these services)**

<b>Delta Dental PPO Dentist</b>	<b>Delta Dental Premier Dentist</b>	<b>Non Contracted Dentist</b>
<b>60%</b>	<b>50%</b>	<b>50%</b>

Restorative

- Cast Crowns - Onlays (Once in a seven (7) year waiting period. Not available to children under age twelve (12).

Periodontics

- Treatment of Gum Disease: Non-surgical - Once every two (2) years. Surgical - Once every three (3) years.

Endodontics

- Root Canal Treatment (Permanent Teeth); Pulpotomy (Primary (baby) Teeth) Once per tooth per Lifetime.

Prosthodontics

- Bridges - Does not provide for lost, misplaced or stolen bridges or dentures. (seven (7) year waiting period for replacement last performed).
- Complete Dentures - Does not provide for lost, misplaced, or stolen bridges or dentures. (seven (7) year waiting period for replacement last performed).
- Implants are only a benefit to replace a single missing tooth once in a seven (7) year interval from the date the procedure was last performed.
- Partial Dentures - Does not provide for lost, misplaced or stolen bridges or dentures. (seven (7) year waiting period for replacement last performed).

Bridge and Denture Repair

- Repair of such appliances to their original condition including relining of dentures.

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**Predetermination recommended for services over \$250**

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**ORTHODONTIC SERVICES (Deductible does not apply to these services)**

<b>Delta Dental PPO Dentist</b>	<b>Delta Dental Premier Dentist</b>	<b>Non Contracted Dentist</b>
<b>50%</b>	<b>50%</b>	<b>50%</b>

**ORTHODONTICS:** The program will pay **50%** of the Orthodontic Services for children age eight (8) up to age nineteen (19). Benefits are limited to a maximum of **\$1,000** per lifetime of the patient payable in two (2) payments. An initial payment will be made after review of the plan of care for orthodontic services and upon either insertion of the appliance or upon initial banding. The initial banding date is considered the date of service for orthodontic services. The second payment will be made one year after the insertion or banding date if the patient has current eligibility. Payments will be discontinued if treatment ceases for any reason including discharge from treatment by the dentist for non-compliance.

Orthodontic benefits include metal brackets and do not include removable or fixed appliances therapy to control harmful habits or orthognathic surgery. When the subscriber chooses an alternative treatment, such as ceramic or sublingual brackets, the Subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ. DDAZ will make payment based on the allowance for the less expensive procedure provided that the less expensive procedure meets the accepted standards of dental treatment. DDAZ's decision does not commit the patient to the less expensive procedure. However, if the patient and the dentist choose the more expensive procedure, the Subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ. Any treatment planned before the initial date of service to last more than 30 months is an alternative treatment for which the subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ. Children must be banded prior to age seventeen (17). This maximum is separate from the benefit year maximum for your other dental benefits.

## APPENDIX B

### **Delta Dental of Arizona** **Employer Group Dental Contract**

#### **Summary of Contractual Components**

**Group Name:** Superstition Fire & Medical District

**Group Number:** 37074

**Contract Effective Date:** July 1, 2019

**Benefit Year:** January 1 through December 31

**Premium Tax Status:** Exempt

Eligibility Waiting Period is waived on initial enrollment of the group

**Contribution Amount:** Employee: 0% Dependent: 0%

**Participation Requirement:** Employee: 70% of all eligible employees

**Eligible Employees Definition:** As defined by Employer Group

**Eligibility Waiting Period:** As defined by Employer Group

#### **Domestic Partners Definition**

A domestic partner is either:

A. A person with whom the Subscriber has registered a domestic partner with a governmental entity that provides for such registration, and who has signed jointly with the Subscriber a notarized affidavit of such registration which can be made available to DDAZ upon request; or

B. A person of the same or opposite sex who:

1. Shares a permanent residence with the Subscriber;
2. Has resided with the Subscriber for no less than one (1) year;
3. Is no less than eighteen (18) years of age;
4. Is financially interdependent with the Subscriber and has proven such interdependency providing documentation of at least two (2) of the following arrangements: common ownership of real property, or common leasehold interest in such property, common ownership of a motor vehicle, a joint bank account or joint credit account, designation as a beneficiary for life insurance or retirement benefits or under a partner's will; assignments of a durable power of attorney or health care power of attorney; or such proof as is considered by DDAZ to be sufficient to establish financial interdependency under the circumstances of a particular case;
5. Is not a blood relative any closer than would prohibit legal marriage.

**Domestic Partner Eligibility**

A Domestic Partner (along with his or her Dependents) is a Dependent, as long as neither the Subscriber nor his/her Domestic Partner:

- A. Has signed a Domestic Partner affidavit or declaration with any other person within twelve (12) months prior to designating the other as a Domestic Partners; or
- B. Is currently legally married to another person.

**Dependent Age Limits:** 26

**Termination of Coverage:**

Coverage ends at the end of the month that the Subscriber and/or dependent is no longer eligible.

**Premium Rates:**

Rates for the period of July 1, 2019 through June 30, 2021 will be:

**Delta Dental PPO plus Premier**

Employee Only	\$ 31.09
Employee and Spouse	\$ 63.18
Employee and Child(ren)	\$ 82.52
Employee and Family	\$120.73

**Renewal Notification:** 45 Days prior to renewal effective date

**APPENDIX C**  
**Delta Dental of Arizona**  
**Employer Group Dental Contract**  
**Funding Agreement**

**Group Name:** Superstition Fire & Medical District

**Group Number:** 37074

The Employer Group and DDAZ understand and agree that the funding mechanism for This Contract is as stated below.

**Delta Dental Pooled Funding Agreement**

This Employer Group Dental Contract includes the Conventionally Fully Insured Pooled Funding Arrangement. The funding arrangement uses a pooled funding mechanism for the development of premium rates for This Contract. The claims and premiums of all the groups in this pool are used collectively to develop the loss ratio for the entire pool which allows for a better spread of the risk.



**CONFIRMATION OF RENEWAL**

**Client Name:** Superstition Fire & Medical District

This document will confirm placement of the following plans and rates:

Coverage will be effective on: 07/01/2019  
 For a period of: 12 months

**POLICY #:** 914634

Please refer to renewal exhibit and plan documents for detailed benefit coverage.

Option 1: BE17 Modified		
Rx Plan: F5		
<b>In Network Copays:</b> PCP \$20, SPC \$40, OP N/A, IP N/A, UC \$50, ER \$250, MD N/A		
<b>In Network Ded/Coins/OOP:</b> Ded \$1,000/\$2,000 (Emb), Coins 80%, OOP \$3,000/\$6,000		
<b>Drug Benefit:</b> Integrated Med/Rx ded. \$10/25/45; 2.5 for M.O.		
<b>Tier</b>	<b>Premium incl. Commissions/Fees</b>	
EE Only	\$419.61	
EE + 1	\$1,015.45	
Family	\$1,531.58	

Option 2: YMG Modified		
Rx Plan: H9- HSA		
<b>In Network Copays:</b> PCP N/A, SPC N/A, OP N/A, IP N/A, UC N/A, ER N/A, MD N/A		
<b>In Network Ded/Coins/OOP:</b> Ded \$3,000/\$6,000 (Emb), Coins 80%, OOP \$4,000/\$8,000		
<b>Drug Benefit:</b> \$10/30/50; 2.5 for M.O.		
<b>Tier</b>	<b>Premium incl. Commissions/Fees</b>	
EE Only	\$332.99	
EE + 1	\$805.84	
Family	\$1,215.41	

Option 3: BEI3 Modified Rx Plan: H9-HSA		
<b>In Network Copays:</b> PCP N/A, SPC N/A, OP N/A, IP N/A, UC N/A, ER N/A, MD N/A		
<b>In Network Ded/Coins/OOP:</b> Ded \$2,000/\$4,000 (NonEmb), Coins 80%, OOP \$3,000/\$6,000		
<b>Drug Benefit:</b> Integrated Med/Rx Ded \$10/30/50; 2.5 for M.O.		
<b>Tier</b>	<b>Premium incl. Commissions/Fees</b>	
EE Only	\$364.84	
EE + Spouse	\$882.91	
Family	\$1,331.67	

Please contact me if you have questions or concerns.

In Good Health,



Kelly Kron  
Strategic Account Executive  
UnitedHealthcare  
602-255-8510  
Kelly\_kron@uhc.com

## Appendix D

- D. Discussion and possible adoption of Resolution 2019-06-19-04, authorizing the establishment of a line of credit (“LOC”) with Wells Fargo for Fiscal Year 2019 / 2020.

### Submitted By

Fire Chief Mike Farber  
Finance Director Roger Wood

### Background / Discussion

A.R.S. §11-604.01 states that a fire district may establish a LOC with the county’s contract servicing bank with the assistance of the county treasurer. The establishment of a LOC is the predominant method of short term financing used by fire districts to finance operations during the absence of secondary property tax receipts. Many fire districts begin the fiscal year with minimal cash fund balances and draw upon the LOC until secondary property taxes are received in November and again in spring during the April / May timeframe. The LOC is statutorily limited to a maximum of 45% of the secondary property tax levy of the preceding fiscal year. Establishing a LOC requires a resolution of the fire district elected body and approval of the county servicing bank. Under A.R.S §11-604.01 parameters, the District could establish a maximum LOC of approximately \$4.5 million.

The LOC is serviced by Wells Fargo bank who requires Board approval of the establishment and requested limit of the LOC for each fiscal year. Current cash flow projections show a maximum LOC usage of approximately \$750,000 in early September, so the recommendation is to maintain an LOC of **\$1.5 million** to ensure a sufficient limit far in excess of expected need. There is no cost to establishing an LOC if it is not used.

Due to the new contract between Wells Fargo and the Pinal County Treasurer’s Office, the interest rate for the LOC is now **5.50%**, and is subject to change as the Prime Rate changes. This underscores the need for the District to use the LOC as minimally as possible to keep the overall interest cost as low as possible.

### Financial Impact/Budget Line Item

N/A



## EXHIBIT A

### BORROWING REQUEST

To: Wells Fargo Bank, National Association

The Governing Board (the "Board") of the Superstition Fire & Medical District (the "Borrower") hereby requests (this "Borrowing Request") that Wells Fargo Bank, National Association ("Bank") issue a line of credit (the "Credit Line") as directed by the Pinal County Treasurer's Office. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Revolving Credit Agreement, between the Pinal County and the Bank, dated July 1, 2017 (the "Agreement").

The Borrower is requesting a Credit Line in the amount of \$1,500,000 (not less than \$100,000 without the Bank's prior consent). Such Credit Line shall initially accrue interest at the following Interest Rate: 5.50% Prime Rate.

**Representations and Warranties.** Each Borrower, when submitting a Borrowing Request, represents and warrants to Bank as of the date of the Borrowing Request:

- a. **Existence and Authorization.** Borrower is a duly formed, organized and validly existing Political Subdivision of the State of Arizona. The execution, delivery, and performance by Borrower of the Loan Documents have been duly authorized by all requisite action by or on behalf of Borrower.
- b. **No Approvals.** No approval, authorization, bond, consent, certificate, franchise, license, permit, registration, qualification, or other action or grant by or filing with any person is required in connection with the execution, delivery, or performance by Borrower of the Loan Documents that has not been obtained.
- c. **No Conflicts.** The execution, delivery, and performance by Borrower of the Loan Documents will not conflict with, or result in a violation of or a default under: any applicable law, ordinance, regulation, or rule (federal, state, or local); any judgment, order, or decree of any arbitrator, other private adjudicator, or governmental authority to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound; or any agreement, document, or instrument to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound.
- d. **Execution and Delivery and Binding Nature of Loan Documents.** The Loan Documents have been duly executed and delivered on behalf of Borrower. The Loan Documents are legal, valid, and binding obligations of Borrower, enforceable in accordance with their terms against Borrower, except as such enforceability may be limited by Section 42-17101, Arizona Revised Statutes, bankruptcy, Insolvency, moratorium, reorganization, or similar laws and by equitable principles of general application.
- e. **Accurate Information.** All information in any loan application, financial statement, certificate, or other document and all other Information delivered by or on behalf of Borrower to Bank in obtaining the Commitment Amount and Credit Line is correct and complete in all material respects, and there are no omissions therefrom that result in any such information being incomplete, incorrect, or misleading in any material respect as of the date thereof.

f. **Litigation.** There is no lawsuit, tax claim, or other dispute pending or overtly threatened against Borrower which, if lost, would materially impair Borrower's financial condition or Borrower's ability to repay any amount payable under the Agreement or the Credit Line, except as have been or will be disclosed in writing to Bank.

g. **Purpose of Advances.** The Agreement and the Credit Line are made pursuant to Arizona Revised Statutes Section 11-604.01. The purpose of Advances is to provide funds for the general operations of Borrower.

h. **No Event of Default.** No Event of Default exists and no event or condition exists that, after notice or lapse of time, or both, would constitute an Event of Default.

**Survival of Representations.** Each request for an Advance shall constitute an affirmation with respect to Borrower that the representations and warranties contained herein are true and correct as of the time of that request, and that the conditions precedent set forth in Sections 3 and 4 hereof have been fully satisfied. All representations and warranties made herein shall survive the execution of this Borrowing Request, all Advances, and the execution and delivery of all other Loan Documents, so long as Bank has any commitment to lend to Borrower hereunder and until the Credit Line has been paid in full and all of Borrower's obligations hereunder have been fully discharged.

This Borrowing Request was approved at a legally convened meeting of the Board this 19<sup>th</sup> day of June, 2019. The person signing this Borrowing Request is authorized by the Board action to execute these documents and any other Loan Documents requested by the Bank.

To the best of the undersigned's knowledge, information and belief, the expectations set forth in this Borrowing Request are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

**Superstition Fire & Medical District**

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

Name: Todd House

Title: Chairperson

PINAL COUNTY TREASURER,  
As Agent for the Superstition Fire & Medical District

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

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

Title: Pinal County Treasurer/Authorized Representative

**Attachments:**

A copy of the resolution of the Board authorizing this Borrowing Request

**RESOLUTION 2019-06-19-04**  
**Superstition Fire & Medical District**  
**WELLS FARGO LINE OF CREDIT AUTHORIZATION**

A RESOLUTION OF THE CHAIRPERSON AND GOVERNING BOARD OF THE DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AUTHORIZING THE ESTABLISHMENT OF A LINE OF CREDIT WITH WELLS FARGO BANK FOR FISCAL YEAR 2019 / 2020.

**WHEREAS**, in accordance with the requirements of the Pinal County Treasurer's Office and Wells Fargo Bank, the Board of Directors did, on the nineteenth day of June 2019, authorize the establishment of a Line of Credit for Fiscal Year 2019 / 2020 in the amount not to exceed \$1,500,000.

PASSED AN ADOPTED THIS NINETEENTH DAY OF JUNE 2019 BY THE CHAIRPERSON AND GOVERNING BOARD OF DIRECTORS OF SUPERSTITION FIRE & MEDICAL DISTRICT.

\_\_\_\_\_  
*Todd House, Board Chairman*

\_\_\_\_\_  
*Kathleen Chamberlain, Board Clerk*

\_\_\_\_\_  
*Jeff Cross, Board Director*

\_\_\_\_\_  
*Jason Moeller, Board Director*

\_\_\_\_\_  
*Larry Strand, Board Director*

## Appendix E

E. Discussion and possible approval transferring funds for the June 30, 2019 Debt Service Payments.

### Submitted By

Fire Chief Mike Farber  
Finance Director Roger Wood

### Background / Discussion

#### **Principal Payment**

The District has a Debt Service Principal payment of \$555,000.00 due on June 30, 2019 to JPMorgan Chase:

Fund Account:	Debt Refunding Principal Series 2018 – account #6-11642-1409
Budget line item:	500-60-70500-10 titled Debt Service Expenditure – Principal

The current Principal Fund cash balance as of May 31, 2019 is \$788,338.96.

#### **Interest Payment**

The District has a Debt Service Interest payment of \$77,414.65 due on June 30, 2019 to JPMorgan Chase:

Fund Account:	Debt Refunding Interest Series 2018 – account #6-11642-1410
Budget line item:	600-60-70550-10 titled Debt Service Expenditure – Interest

The current Interest Fund cash balance as of May 31, 2019 is \$118,259.65.

### Financial Impact/Budget Line Item

\$555,000.00 / Line item 500-60-70500-10

\$ 77,414.65 / Line item 600-60-70550-10

### Enclosure(s)

JPMorgan Chase Invoice #2114 – Principal and Interest Payments Due





UNDELIVERABLE MAIL ONLY - BB  
 P.O. BOX 6026, MAILCODE IL1-0054  
 CHICAGO IL 60680-6026

Customer Number: 452038311001

Bill Date: 06/02/19

Due Date: 07/01/19

Billing Period -  
 01/01/19 through 06/30/19

Please note that the current interest has  
 been projected from 06/02/19 through  
 06/30/19

0002100 VLC 001 001 15419 - YNN  
 SUPERSTITION FIRE AND MEDICAL DISTRICT  
 565 N IDAHO RD  
 APACHE JUNCTION AZ 85119-4014

Page 1 of 3



**Commercial Loan Invoice**

**Invoice Number 000002114**

**Summary**

Principal Due This Period	\$555,000.00
Past Due Principal	\$0.00
Interest Due This Period	\$77,414.65
Past Due Interest	\$0.00
Fees Due This Period	\$0.00
Past Due Fees	\$0.00
Late Charge This Period	\$0.00
Past Due Late Charges	\$0.00
<b>Total Payment Due</b>	<b>\$632,414.65</b>

If you have questions concerning this invoice, or if your address has  
 changed, please contact your relationship manager or Business Service  
 Line at 1-800-242-7338.

If you would like future payments automatically deducted from your  
 account, please contact your relationship manager.

**Commercial Loan Invoice**

*(Please detach and return invoice below with payment)*

Principal Due This Period	\$555,000.00
Past Due Principal	\$0.00
Interest Due This Period	\$77,414.65
Past Due Interest	\$0.00
Fees Due This Period	\$0.00
Past Due Fees	\$0.00
Late Charge This Period	\$0.00
Past Due Late Charges	\$0.00
<b>Total Payment Due</b>	<b>\$632,414.65</b>

Customer Name SUPERSTITION FIRE AND MEDICAL DISTRICT  
 Due Date 07/01/19  
 Account # 452038311001  
 Customer/Account # 452038311001  
 Invoice # 000002114

Check box if your address has changed and indicate new  
 address on reverse

**Amount Enclosed \$**

50000900000000400000004520383110010000000000000002

CHASE  
 P.O. BOX 78039  
 PHOENIX AZ 85062-8039

000000 2 1 1 4

5000090 2 2

4 5 2 0 3 8 3 1 1 0 0 1

## Appendix F

- F. Discussion and possible approval of Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2019 / 2020 from the Pinal County Treasurer's Office.

### Submitted By

Fire Chief Mike Farber  
Finance Director Roger Wood

### Background / Discussion

This Combined Resolution is an annual requirement from the Pinal County Treasurer's Office. The purpose of the Resolution is for the District to provide direction as to who is authorized to approve the following types of transactions on behalf of the District:

1. Investment Resolution: Authorizes the Pinal County Treasurer's Office to invest on behalf of the District any/all excess funds in interest bearing securities as authorized by law.
2. Warrant Resolution: Identifies individuals who are authorized to provide warrant information including wires, voids, and/or stop payments to the Pinal County Treasurer on a daily basis.
3. Fund Transfer Resolution: Identifies individuals who are authorized to request the Pinal County Treasurer to process wire transfers, book transfers and/or EFT payments on behalf of the District.
4. Warrant Signature Resolution: Identifies (and provides specimen signatures) for those authorized to sign warrants on behalf of the District for the Fiscal Year 2019 / 2020.
5. List of Outside Bank Accounts: Identifies the outside bank accounts maintained by the District.

### Financial Impact/Budget Line Item

N/A

### Enclosure(s)

Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2019 / 2020



**COMBINED RESOLUTION AFFECTING  
COUNTY TREASURER TRANSACTIONS  
FOR FISCAL YEAR 2019-2020**

COMES NOW the Governing Board of the Superstition Fire & Medical District of Pinal County, Arizona, and hereby declares that on the 19<sup>th</sup> day of June, 2019, at a duly called and noticed public board meeting, upon motion duly made, seconded and carried with a vote of \_\_\_\_\_ “Ayes” and \_\_\_\_\_ “Nays” this Board approved one or more of the following Resolutions affecting financial transactions with or by the Pinal County Treasurer for Fiscal Year 2019-2020.

**An authorized initial in one or more boxes acknowledges the Governing Board’s approval of the one or more of the following resolutions:**

WHEREAS, this District periodically has funds on hand that are in excess of any anticipated authorized requirements; and,

WHEREAS, it appears to be in the best interest of the district to authorize the Pinal County Treasurer to invest and keep invested these funds in interest bearing securities as authorized by law; and

WHEREAS, from time to time it will in the best interest of the District, and thus necessary, to authorize the Pinal County Treasurer to sell these securities to provide available funds for current authorized District requirements; and

WHEREAS, Arizona state law permits the Governing Board of this District to request the consent of the Pinal County Board of Supervisors to invest and reinvest all district monies as authorized by law for the fiscal year.

BE IT RESOLVED by that subject to the consent of the Pinal County Board of Supervisors, the Pinal County Treasurer is authorized to purchase, hold, and sell such securities on behalf of this district.

\*\*\*\*\*

WHEREAS, this District issues or will issue warrants drawn on the servicing bank for the Pinal County Treasurer; and,

WHEREAS, it in the best interest of the District to authorize the herein named person,

Roger Wood  
Printed Name

\_\_\_\_\_  
Signature

Jennifer Burke  
Printed Name

\_\_\_\_\_  
Signature

Lori Hlavin  
Printed Name

\_\_\_\_\_  
Signature

an authorized representative of the District, to provide warrant information including wires, voids and/or stop payments, to the Pinal County Treasurer on a daily basis; and

WHEREAS, the Pinal County Treasurer will submit the warrant information to the servicing bank for valid District purposes and to prevent fraud and/or illegal use of district funds.

BE IT RESOLVED by the Governing Board that subject to the consent of the Pinal County Board of Supervisors, the District will provide the Pinal County Treasurer with warrant information as appropriate in the regular course of District business.

\*\*\*\*\*

WHEREAS, it appears to be in the best interest of the District to authorize

Roger Wood  
Printed Name

\_\_\_\_\_  
Signature

Jennifer Burke  
Printed Name

\_\_\_\_\_  
Signature

Lori Hlavin  
Printed Name

\_\_\_\_\_  
Signature

as an authorized representative of the district to request the Pinal County Treasurer to process wire transfers, book transfers, ACH and/or EFT payments on behalf of the District.

BE IT RESOLVED that the Governing Board hereby authorizes one or both of the foregoing persons to request that the Pinal County Treasurer process payments via Treasurer check, wire transfers, book transfers, ACH and/or EFT payments on behalf of the District on behalf of the District for the fiscal year, 2019-2020.

\*\*\*\*\*

**This resolution is required of those districts authorized by Arizona Statute to issue its own warrants.**

WHEREAS, it appears to be in the best interest of the district to authorize the below specified persons to sign warrants on behalf of the district for the fiscal year, 2019-2020;

BE IT RESOLVED that the Governing Board hereby authorizes the following persons to sign warrants on behalf of the district for the fiscal year, 2019-2020.

Todd House

Printed Name

\_\_\_\_\_  
Signature

Kathleen Chamberlain

Printed Name

\_\_\_\_\_  
Signature

Jeff Cross

Printed Name

\_\_\_\_\_  
Signature

Jason Moeller

Printed Name

\_\_\_\_\_  
Signature

Larry Strand

Printed Name

\_\_\_\_\_  
Signature

Roger Wood

Printed Name

\_\_\_\_\_  
Signature

WHEREAS, the Pinal County Treasurer's Office shall be advised of any outside bank accounts maintained by the district we hereby give notice of the following account(s):

Wells Fargo

Bank Name

Phoenix, AZ

Bank Location (city/st)

Payroll Clearing Account

Account Purpose

Wells Fargo

Bank Name

Phoenix, AZ

Bank Location (city/st)

Electronic Deposit/ACH Payment Account

Account Purpose

Wells Fargo

Bank Name

Phoenix, AZ

Bank Location (city/st)

Lockbox Payment Account

Account Purpose

**BY OUR SIGNATURES BELOW WE CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE GOVERNING BOARD OF THE DISTRICT AND THAT THIS RESOLUTION HAS NOT BEEN AMENDED OR REVOKED BY THE BOARD.**

Dated: \_\_\_\_\_

Approval for Fiscal Year 2019-2020

Todd House, Chairperson  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)

Kathleen Chamberlain, Clerk  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)

Jeff Cross, Director  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)

Jason Moeller, Director  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)

Larry Strand, Director  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)