

**HYALITE RURAL FIRE DISTRICT  
BOARD OF TRUSTEES REGULAR PUBLIC MEETING**

DATE: DECEMBER 15, 2020

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT

**If you are unable to attend the meeting in person, please join the meeting via telephone by calling:**

**(800) 884-9450**

**Conference Passcode: 655 453**

**CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT**

Reminder to the public that meetings are being recorded.

**PUBLIC COMMENT ON MATTERS NOT INCLUDED IN THE AGENDA**

**HYALITE CONSENT AGENDA**

1. Approval of Financial Report
2. Approval of Warrants
3. Approval of November 17, 2020 Meeting Synopsis  
*[Consent Agenda Attached]*

**REGULAR AGENDA**

1. Discussion and Decision – Amended Expenditure Budget for FY2021  
*Supporting Documents Attached*
2. Discussion and Decision – Pintler Billing Contract  
*Supporting Documents Attached*
3. Discussion and Decision – Bond Re-financing - Jackson, Murdo & Grant, PC Resolution and Engagement Letter  
*Supporting Documents Attached*
4. Discussion and Decision – May 4, 2021 Trustee Election  
*Resolution Attached*
5. Discussion and Decision – Renewal of Accident and Liability Policies  
*Supporting Documents Attached*
6. Fire Chief's Report  
*Chart of Calls Attached*
7. Trustees' Activities
8. Announcements

**ADJOURNMENT**

This notice is posted on the door of the Administrative Building of the Sourdough Fire Station, the Rae Fire Station, and the Cottonwood Fire Station, and is posted on the Hyalite website and/or Facebook Page at least 48 hours prior to the meeting. Notice of the meeting is published in the Bozeman Daily Chronicle at least 48 hours prior to the meeting.

# **Consent Agenda**



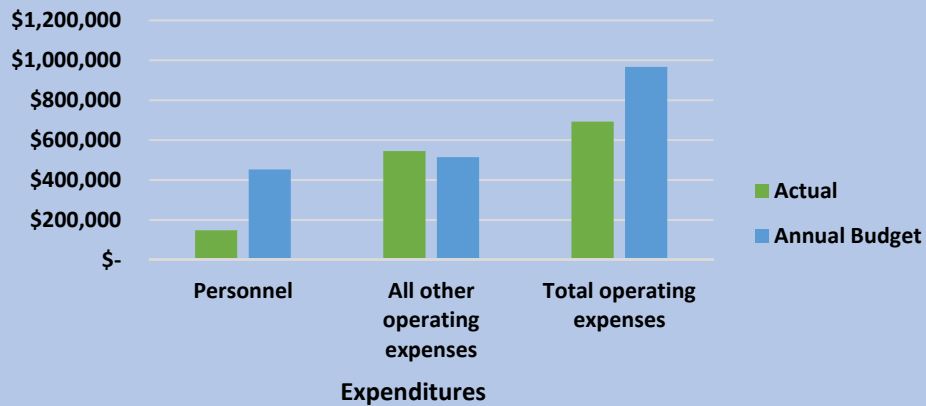
# Dashboard for November 2020

## At a glance...

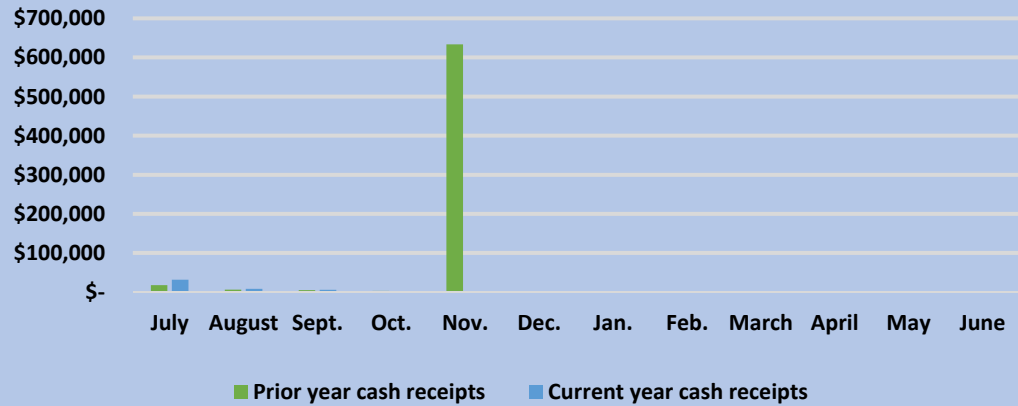
	Current month	Prior year		Calendar YTD
General Fund Cash Balance	\$ 1,006,326	\$ 1,490,240	Number of Calls	531
Taxes Receivable	\$ 1,529,749	\$ 851,401	Number of Volunteers	41
Short-term payables	\$ -	\$ -	Number of Training Sessions	74
			Number of Training Hours	6,147

The inconsistent nature of our cash flows dictates that we maintain a minimum cash balance of \$400,000. See the graph, which shows the timing of cash receipts below.

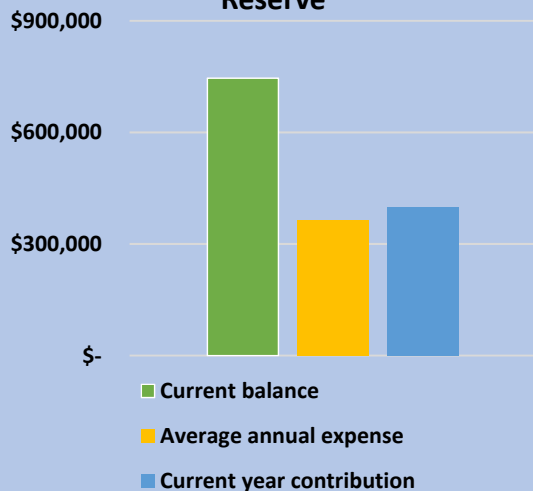
## Budgetary Comparisons - for year to date



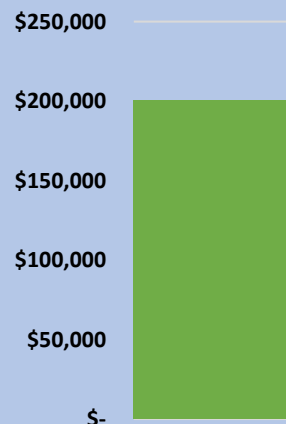
## Timing of Cash Receipts



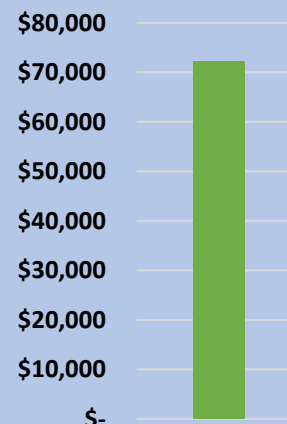
## Apparatus and Equipment Reserve



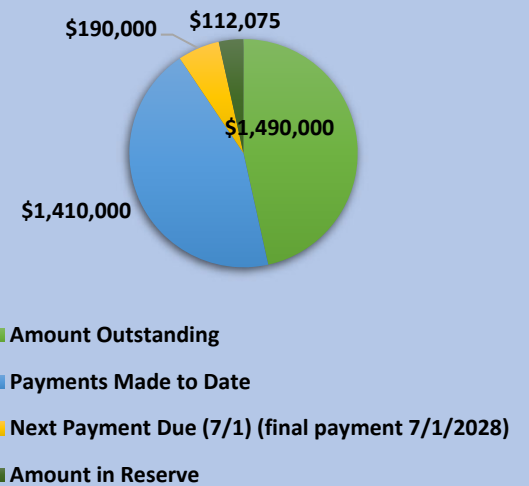
## Capital Improvement Reserve



## Building Repair/Replacement Reserve



## Station Debt



# Hyalite Rural Fire District

## STATEMENT OF FINANCIAL POSITION

As of November 30, 2020

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	\$2,136,961.33
Accounts Receivable	\$54,711.51
Other Current Assets	\$1,649,340.85
<b>Total Current Assets</b>	<b>\$3,841,013.69</b>
Fixed Assets	
180000 Capital Assets	
181000 Land	361,201.00
182000 Buildings & Improvements	3,998,808.80
186000 Machinery & Equipment	2,762,756.14
186100 Accumulated Depreciation	(2,938,323.68)
<b>Total 180000 Capital Assets</b>	<b>4,184,442.26</b>
<b>Total Fixed Assets</b>	<b>\$4,184,442.26</b>
<b>TOTAL ASSETS</b>	<b>\$8,025,455.95</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	\$27,353.32
Credit Cards	\$182.63
Other Current Liabilities	\$220,495.99
<b>Total Current Liabilities</b>	<b>\$248,031.94</b>
Long-Term Liabilities	\$1,727,943.54
<b>Total Liabilities</b>	<b>\$1,975,975.48</b>
Equity	
241000 Unrestricted Fund Balance	1,622,958.26
241001 General fixed asset acct group	4,184,442.26
241002 General LT debt account group	(1,825,453.44)
241100 Reserved Fund Balance	
241101 Restricted for Debt Service	112,075.35
241102 Reserved for Capital Reserve	0.00
241103 Capital improvements	200,388.00
241104 Capital replacement	0.00
241105 Apparatus replacement	745,909.03
241106 Building repair/replacement	72,263.20
<b>Total 241104 Capital replacement</b>	<b>818,172.23</b>
<b>Total 241102 Reserved for Capital Reserve</b>	<b>1,018,560.23</b>
<b>Total 241100 Reserved Fund Balance</b>	<b>1,130,635.58</b>
241200 Assigned to vol firefighters	8,077.80
Net Revenue	928,820.01
<b>Total Equity</b>	<b>\$6,049,480.47</b>



# Hyalite Rural Fire District

## STATEMENT OF FINANCIAL POSITION

As of November 30, 2020

	TOTAL
TOTAL LIABILITIES AND EQUITY	\$8,025,455.95

# Hyalite Rural Fire District

BUDGET VS. ACTUALS: FY\_2020\_2021 - FY21 P&L

July - November, 2020 (41.67%)

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Revenue</b>				
310000 Taxes	1,536,413.04	1,519,758.00	16,655.04	101.10 %
315000 On-behalf payment from State		86,000.00	(86,000.00)	
316000 Entitlement Share	38,837.57	36,000.00	2,837.57	107.88 %
320000 Firefighter fundraising event	1,619.07	2,500.00	(880.93)	64.76 %
360000 Miscellaneous Revenues	2,514.54	4,000.00	(1,485.46)	62.86 %
365000 Contributions and Donations	41,311.00	500.00	40,811.00	8,262.20 %
370000 Investment Earnings		30,000.00	(30,000.00)	
<b>Total Revenue</b>	<b>\$1,620,695.22</b>	<b>\$1,678,758.00</b>	<b>\$ (58,062.78)</b>	<b>96.54 %</b>
<b>GROSS PROFIT</b>	<b>\$1,620,695.22</b>	<b>\$1,678,758.00</b>	<b>\$ (58,062.78)</b>	<b>96.54 %</b>
<b>Expenditures</b>				
420000 Public Safety Expenses	6,872.53	40,000.00	(33,127.47)	17.18 %
420100 Personnel Services	147,614.64	452,500.00	(304,885.36)	32.62 %
420200 Supplies	13,147.14	32,000.00	(18,852.86)	41.08 %
420220 Meals/Incentives	1,880.15	14,000.00	(12,119.85)	13.43 %
420240 Fuel	6,921.12	36,000.00	(29,078.88)	19.23 %
420310 Election Costs		7,000.00	(7,000.00)	
420320 Professional Subscription/Dues	4,747.08	4,000.00	747.08	118.68 %
420330 Community Outreach/Education	2,426.55	10,000.00	(7,573.45)	24.27 %
420340 Utility Services	15,695.56	52,000.00	(36,304.44)	30.18 %
420350 Professional Services	17,009.70	40,000.00	(22,990.30)	42.52 %
420390 Firefighter Physicals	1,076.00	15,000.00	(13,924.00)	7.17 %
420400 Training/Travel - Trustees		3,000.00	(3,000.00)	
420420 Facilities	26,004.91	25,000.00	1,004.91	104.02 %
420500 Insurance	26,602.26	70,000.00	(43,397.74)	38.00 %
420930 Safety Equipment	15,931.05	70,000.00	(54,068.95)	22.76 %
420940 Apparatus	24,011.26	70,000.00	(45,988.74)	34.30 %
420960 Special Projects	16.98		16.98	
420970 Capital outlay	381,918.28	26,000.00	355,918.28	1,468.92 %
490100 Debt Services		246,575.00	(246,575.00)	
669100 Other Charges		500.00	(500.00)	
<b>Total Expenditures</b>	<b>\$691,875.21</b>	<b>\$1,213,575.00</b>	<b>\$ (521,699.79)</b>	<b>57.01 %</b>
<b>NET OPERATING REVENUE</b>	<b>\$928,820.01</b>	<b>\$465,183.00</b>	<b>\$463,637.01</b>	<b>199.67 %</b>
<b>NET REVENUE</b>	<b>\$928,820.01</b>	<b>\$465,183.00</b>	<b>\$463,637.01</b>	<b>199.67 %</b>

# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

November 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
Amazon						
11/04/2020	Credit Card Expenditure		Yes	paper clips, pens	210550 Costco Citi Card-Revisky 3990	60.90
Anderson ZurMuehlen						
11/25/2020	Bill	400677/142167.700	Yes	Hubdoc - 153285381 - INV400677/142167.700	202100 Accounts Payable	1,300.00
BALCO						
11/05/2020	Bill	60135	Yes	Hubdoc - 150465205 - INV60135	202100 Accounts Payable	114.00
11/06/2020	Bill	56082	Yes	Hubdoc - 150465206 - INV56082	202100 Accounts Payable	129.00
11/16/2020	Bill Payment (Check)	7803320	Yes		101000 Cash/Investments:General Fund	-243.00
Big Sky Fire Equipment						
11/02/2020	Bill Payment (Check)		Yes		101000 Cash/Investments:General Fund	-203.60
11/30/2020	Bill	11.30.20	Yes	Hubdoc - 153289839 - INV11.30.20	202100 Accounts Payable	22,178.88
BlueCross BlueShield of Montana						
11/01/2020	Bill	X6A680/11.1.20	Yes	Hubdoc - 145170274 - INVX6A680/11.1.20	202100 Accounts Payable	3,498.08
11/16/2020	Bill Payment (Check)	7803321	Yes		101000 Cash/Investments:General Fund	-4,115.39
Bound Tree Medical						
11/01/2020	Bill	201291/11.1.20	Yes	Hubdoc - 150465209 - INV201291/11.1.20	202100 Accounts Payable	203.34
11/16/2020	Bill Payment (Check)	7803322	Yes		101000 Cash/Investments:General Fund	-203.34
Bozeman Chronicle						
11/16/2020	Bill Payment (Check)	7803323	Yes	347411	101000 Cash/Investments:General Fund	-224.28
Brian Nickolay.						
11/22/2020	Bill	11.22.20	Yes	Hubdoc - 153286902 - INV11.22.20	202100 Accounts Payable	17.97
Budget Blinds						
11/02/2020	Bill Payment (Check)	7803317	Yes		101000 Cash/Investments:General Fund	-1,731.00
Byte Technologies LLC						
11/11/2020	Credit Card Expenditure		Yes	renewal - 1 year license	210570 Costco Citi Card-Nickolay 7029	29.95
Century Link						
11/01/2020	Bill	4066024041528B/11.1	Yes	Hubdoc - 150465213 - INV4066024041528B/11.1	202100 Accounts Payable	133.03
11/04/2020	Bill	4065876270585B/11.4	Yes	Hubdoc - 150465223 - INV4065876270585B/11.4	202100 Accounts Payable	45.32
11/10/2020	Bill	4065874149951B/11.10	Yes	Hubdoc - 153285388 - INV4065874149951B/11.10	202100 Accounts Payable	40.98
11/16/2020	Bill Payment (Check)	7803324	Yes		101000 Cash/Investments:General Fund	-178.35
Charter Communications						
11/09/2020	Bill	0672244110920	Yes	Hubdoc - 150465214 - INV0672244110920	202100 Accounts Payable	284.75
11/16/2020	Bill Payment (Check)	7803325	Yes	8313200110672244	101000 Cash/Investments:General Fund	-284.75
Chipotle						
11/11/2020	Credit Card Expenditure		Yes	Wed training	210560 Costco Citi Card-Eaton 2172	262.50
Citi Card						
11/17/2020	Bill	3990/11.17.20	Yes	Hubdoc - 153290486 - INV3990/11.17.20	202100 Accounts Payable	1,702.57
Costco Wholesale						
11/02/2020	Credit Card Expenditure		Yes	station supplies - towels, plates	210570 Costco Citi Card-Nickolay 7029	41.76
11/02/2020	Credit Card Expenditure		Yes	station supplies - plates	210570 Costco Citi Card-Nickolay 7029	18.79
11/23/2020	Credit Card Expenditure		Yes	to be reimbursed	210550 Costco Citi Card-Revisky 3990	182.63
Delta Dental						
11/01/2020	Bill	17272-51213/10.25.20	Yes	Hubdoc - 142262630 - INV17272-51213/10.25.20	202100 Accounts Payable	175.28
11/16/2020	Bill Payment (Check)	7803326	Yes		101000 Cash/Investments:General Fund	-175.28
DirectTV						
11/13/2020	Bill	029404001X201113	Yes	Hubdoc - 153289516 - INV029404001X201113	202100 Accounts Payable	167.99
Emergency Reporting						
11/02/2020	Bill Payment (Check)	7803301	Yes		101000 Cash/Investments:General Fund	-500.00

# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

November 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
Firehouse Subs						
11/14/2020	Credit Card Expenditure		Yes	recruit training	210560 Costco Citi Card-Eaton 2172	147.84
FURS						
11/10/2020	Check	ERIC	Yes		101000 Cash/Investments:General Fund	-5,196.13
General Distributing Co.						
11/16/2020	Bill Payment (Check)	7803327	Yes	56625	101000 Cash/Investments:General Fund	-80.60
Heiman Fire Equipment						
11/02/2020	Bill Payment (Check)	7803302	Yes		101000 Cash/Investments:General Fund	-163.65
House of Clean						
11/01/2020	Bill	0085935/11.1.20	Yes	Hubdoc - 147665933 - INV0085935/11.1.20	202100 Accounts Payable	137.84
11/02/2020	Bill Payment (Check)	7803303	Yes		101000 Cash/Investments:General Fund	-137.84
J&H INC						
11/02/2020	Bill Payment (Check)	7803304	Yes	13753	101000 Cash/Investments:General Fund	-132.32
JA Gear						
11/16/2020	Bill Payment (Check)	7803328	Yes		101000 Cash/Investments:General Fund	-22.50
Kamp Implement Co.						
11/02/2020	Bill	WO58781	Yes	Hubdoc - 150465183 - INVWO58781	202100 Accounts Payable	1,228.74
11/16/2020	Bill Payment (Check)	7803329	Yes		101000 Cash/Investments:General Fund	-1,228.74
Kelley Connect						
11/16/2020	Bill	IN750545	Yes	Hubdoc - 153286901 - INVIN750545	202100 Accounts Payable	155.99
Kenyon Noble						
11/02/2020	Bill Payment (Check)	7803305	Yes		101000 Cash/Investments:General Fund	-648.75
Mama Macs Bakery						
11/01/2020	Credit Card Expenditure		Yes		210560 Costco Citi Card-Eaton 2172	75.00
11/07/2020	Credit Card Expenditure		Yes	recruit training	210560 Costco Citi Card-Eaton 2172	94.00
Metta Sairs						
11/01/2020	Bill	11.1.20	Yes	Hubdoc - 147665827 - INV11.1.20	202100 Accounts Payable	9.21
11/02/2020	Bill Payment (Check)	7803306	Yes		101000 Cash/Investments:General Fund	-9.21
Michael Buffington						
11/02/2020	Bill	11.2.20	Yes	Hubdoc - 147665822 - INV11.2.20	202100 Accounts Payable	500.00
11/02/2020	Bill Payment (Check)	7803307	Yes		101000 Cash/Investments:General Fund	-500.00
Montana Dept. of Revenue						
11/10/2020	Check	FIB e-Pay	Yes	6442692-002-WTH	101000 Cash/Investments:General Fund	-925.00
Montana Firemen's Association						
11/10/2020	Check	7803319	Yes		101000 Cash/Investments:General Fund	-207.35
Montana State Fund						
11/02/2020	Bill Payment (Check)	7803308	Yes	03-134600-0	101000 Cash/Investments:General Fund	-2,743.86
11/16/2020	Bill	12996920	Yes	Hubdoc - 153285382 - INV12996920	202100 Accounts Payable	457.25
Montana State University						
11/02/2020	Bill Payment (Check)	7803309	Yes		101000 Cash/Investments:General Fund	-95.00
11/05/2020	Bill	161-100	Yes	Hubdoc - 150465182 - INV161-100	202100 Accounts Payable	1,390.00
11/16/2020	Bill Payment (Check)	7803330	Yes		101000 Cash/Investments:General Fund	-1,390.00
NAPA Auto Parts						
11/16/2020	Bill Payment (Check)	7803331	Yes	12342	101000 Cash/Investments:General Fund	-85.56
Northwestern Energy						
11/09/2020	Bill	1196979-7/11.9.20	Yes	Hubdoc - 150465181 - INV1196979-7/11.9.20	202100 Accounts Payable	381.48
11/09/2020	Bill	0180737-9/11.9.20	Yes	Hubdoc - 150465180 - INV0180737-9/11.9.20	202100 Accounts Payable	192.15
11/09/2020	Bill	3252724-4/11.9.20	Yes	Hubdoc - 150465185 - INV3252724-4/11.9.20	202100 Accounts Payable	114.05

# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

November 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
11/09/2020	Bill	3091809-8/11.9.20	Yes	Hubdoc - 150465196 - INV3091809-8/11.9.20	202100 Accounts Payable	1,148.26
11/10/2020	Bill	0180089-5/11.10.20	Yes	Hubdoc - 150465194 - INV0180089-5/11.10.20	202100 Accounts Payable	99.16
11/16/2020	Bill Payment (Check)	7803332	Yes		101000 Cash/Investments:General Fund	-1,935.10
Owenhouse-Ace Hardware						
11/02/2020	Bill Payment (Check)	7803310	Yes		101000 Cash/Investments:General Fund	-201.18
11/27/2020	Bill	191619/11.27.20	Yes	Hubdoc - 153287947 - INV191619/11.27.20	202100 Accounts Payable	457.38
People Facts						
11/01/2020	Bill	2020101035	Yes	Hubdoc - 150465192 - INV2020101035	202100 Accounts Payable	60.64
11/16/2020	Bill Payment (Check)	7803333	Yes		101000 Cash/Investments:General Fund	-60.64
PERS						
11/10/2020	Check	ERIC	Yes		101000 Cash/Investments:General Fund	-504.44
Qdoba Mexican Eats						
11/05/2020	Credit Card Expenditure		Yes	food for guys Big Sky	210580 Costco Citi Card - Prato 2005	41.63
RAE Water						
11/02/2020	Bill Payment (Check)	7803311	Yes		101000 Cash/Investments:General Fund	-128.79
11/24/2020	Bill	FIRE-00/GH5370-00	Yes	Hubdoc - 153285387 - INVFIRE-00/GH5370-00	202100 Accounts Payable	132.79
Republic Services						
11/02/2020	Bill Payment (Check)	7803312	Yes		101000 Cash/Investments:General Fund	-659.36
11/28/2020	Bill	0886-001630911	Yes	Hubdoc - 153285389 - INV0886-001630911	202100 Accounts Payable	316.01
11/28/2020	Bill	0886-001630157	Yes	Hubdoc - 153285385 - INV0886-001630157	202100 Accounts Payable	134.00
Ressler						
11/16/2020	Bill	1067078	Yes	Hubdoc - 153287925 - INV1067078	202100 Accounts Payable	86.40
Rosas Pizza						
11/04/2020	Credit Card Expenditure		Yes		210560 Costco Citi Card-Eaton 2172	195.00
Story Distributing						
11/16/2020	Bill Payment (Check)	7803334	Yes	184000	101000 Cash/Investments:General Fund	-1,876.08
Tangaro & Company CPAs						
11/02/2020	Bill Payment (Check)	7803313	Yes		101000 Cash/Investments:General Fund	-4,900.00
11/23/2020	Bill	2032	Yes	Hubdoc - 153285384 - INV2032	202100 Accounts Payable	1,650.00
Thriftway						
11/04/2020	Credit Card Expenditure		Yes	small engines	210560 Costco Citi Card-Eaton 2172	12.70
11/08/2020	Credit Card Expenditure		Yes	C-6	210100 Conoco	29.96
Town and Country						
11/01/2020	Bill	5820666/11.1.20	Yes	Hubdoc - 150465197 - INV5820666/11.1.20	202100 Accounts Payable	47.93
11/16/2020	Bill Payment (Check)	7803335	Yes		101000 Cash/Investments:General Fund	-47.93
Town Pump						
11/01/2020	Credit Card Expenditure		Yes	E-6	210100 Conoco	17.33
11/05/2020	Credit Card Expenditure		Yes	B-6	210100 Conoco	30.47
11/05/2020	Credit Card Expenditure		Yes	WT-6	210100 Conoco	32.75
11/08/2020	Credit Card Expenditure		Yes	QRU-6	210100 Conoco	18.65
11/09/2020	Credit Card Expenditure		Yes	E-6	210100 Conoco	17.65
11/13/2020	Credit Card Expenditure		Yes	E-6	210100 Conoco	13.51
11/18/2020	Credit Card Expenditure		Yes	R-6	210100 Conoco	24.68
11/20/2020	Credit Card Expenditure		Yes	QRU-6	210100 Conoco	16.78
United States Treasury						
11/10/2020	Check	FIB e-Pay	Yes	81-2360037	101000 Cash/Investments:General Fund	-1,989.70
Verizon						
11/04/2020	Bill Payment (Check)	7803314	Yes		101000 Cash/Investments:General Fund	-356.03
11/23/2020	Bill	9867707218	Yes	Hubdoc - 153285432 - INV9867707218	202100 Accounts Payable	355.84
Wex Bank						
11/05/2020	Bill Payment (Check)	7803318	Yes	0203-00-109722-9	101000 Cash/Investments:General Fund	-542.11

# Hyalite Rural Fire District

## TRANSACTION LIST BY VENDOR

November 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
11/23/2020	Credit Card Expenditure		Yes	FC	210100 Conoco	75.00
11/23/2020	Bill	68718335	Yes	Hubdoc - 153287935 - INV68718335	202100 Accounts Payable	382.42
Whalen Tire Bozeman						
11/06/2020	Bill	323802	Yes	Hubdoc - 153290840 - INV323802	202100 Accounts Payable	1,308.52

# Hyalite Rural Fire District

## CHECK DETAIL

November 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
100000 Cash/Investments						
101000 General Fund						
11/02/2020	Bill Payment (Check)		Big Sky Fire Equipment			-203.60
11/02/2020	Bill Payment (Check)	7803317	Budget Blinds			-1,731.00
11/02/2020	Bill Payment (Check)	7803301	Emergency Reporting			-500.00
11/02/2020	Bill Payment (Check)	7803302	Heiman Fire Equipment			-163.65
11/02/2020	Bill Payment (Check)	7803303	House of Clean			-137.84
11/02/2020	Bill Payment (Check)	7803304	J&H INC	13753		-132.32
11/02/2020	Bill Payment (Check)	7803305	Kenyon Noble			-648.75
11/02/2020	Bill Payment (Check)	7803306	Metta Sairs			-9.21
11/02/2020	Bill Payment (Check)	7803307	Michael Buffington			-500.00
11/02/2020	Bill Payment (Check)	7803308	Montana State Fund	03-134600-0		-2,743.86
11/02/2020	Bill Payment (Check)	7803309	Montana State University			-95.00
11/02/2020	Bill Payment (Check)	7803310	Owenhouse-Ace Hardware			-201.18
11/02/2020	Bill Payment (Check)	7803311	RAE Water			-128.79
11/02/2020	Bill Payment (Check)	7803312	Republic Services			-659.36
11/02/2020	Bill Payment (Check)	7803313	Tangaro & Company CPAs			-4,900.00
11/04/2020	Bill Payment (Check)	7803314	Verizon			-356.03
11/05/2020	Bill Payment (Check)	7803318	Wex Bank	0203-00-109722-9		-542.11
11/10/2020	Check	7803319	Montana Firemen's Association			-207.35
				Montana Firemen's Association		-207.35
11/10/2020	Check	FIB e-Pay	United States Treasury	81-2360037		-1,989.70
				Federal Withholding		-1,346.00
				Medicare Company		-321.85
				Medicare Employee		-321.85
11/10/2020	Check	FIB e-Pay	Montana Dept. of Revenue	6442692-002-WTH		-925.00
				MT - Withholding		-925.00
11/10/2020	Check	ERIC	FURS			-5,196.13
				FURS-Employee		-2,218.62
				FURS-Employer		-2,977.51
11/10/2020	Check	ERIC	PERS			-504.44
				PERS-Employee		-239.05
				PERS-Employer		-265.38
11/16/2020	Bill Payment (Check)	7803320	BALCO			-243.00
11/16/2020	Bill Payment (Check)	7803321	BlueCross BlueShield of Montana			-4,115.39
11/16/2020	Bill Payment (Check)	7803322	Bound Tree Medical			-203.34
11/16/2020	Bill Payment (Check)	7803323	Bozeman Chronicle	347411		-224.28

# Hyalite Rural Fire District

## CHECK DETAIL

November 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
11/16/2020	Bill Payment (Check)	7803324	Century Link			-178.35
11/16/2020	Bill Payment (Check)	7803325	Charter Communications	8313200110672244		-284.75
11/16/2020	Bill Payment (Check)	7803326	Delta Dental			-175.28
11/16/2020	Bill Payment (Check)	7803327	General Distributing Co.	56625		-80.60
11/16/2020	Bill Payment (Check)	7803328	JA Gear			-22.50
11/16/2020	Bill Payment (Check)	7803329	Kamp Implement Co.			-1,228.74
11/16/2020	Bill Payment (Check)	7803330	Montana State University			-1,390.00
11/16/2020	Bill Payment (Check)	7803331	NAPA Auto Parts	12342		-85.56
11/16/2020	Bill Payment (Check)	7803332	Northwestern Energy			-1,935.10
11/16/2020	Bill Payment (Check)	7803333	People Facts			-60.64
11/16/2020	Bill Payment (Check)	7803334	Story Distributing	184000		-1,876.08
11/16/2020	Bill Payment (Check)	7803335	Town and Country			-47.93



**HYALITE RURAL FIRE DISTRICT  
BOARD OF TRUSTEES REGULAR PUBLIC MEETING  
SYNOPSIS**

DATE: NOVEMBER 17, 2020

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT

*In compliance with [MCA 2017 2-3-212](#) and the Hyalite Rural Fire District Bylaws, the minutes of HRFD Board of Trustees open public meetings are comprised of an audio recording and a written synopsis. The audio recording is designated as the official record of a meeting. The written synopsis serves to assist the public in accessing portions of the audio recording and is a good faith attempt to provide the public with another method to be informed about the actions of the Board. The minutes are available to the public at [www.hyalitefire.org/board-meeting-minutes/](http://www.hyalitefire.org/board-meeting-minutes/) or at the Hyalite Rural Fire District Administrative Offices, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT, during its standard business hours.*

---

**TRUSTEES IN ATTENDANCE:**

Pete Geddes  
Nick Shrauger  
Walt Zidack  
Jason Jarrett

**STAFF IN ATTENDANCE:**

Jason Revisky, Fire Chief  
Brian Nickolay, Assistant Fire Chief  
Sheryl Wyman, Administrative Assistant

**PUBLIC IN ATTENDANCE:**

Pat Wilson  
Steve White  
Tony Wastcoat-Via Phone

<b>0:00:01</b>	<b>CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT</b>  Chair Geddes called the meeting to order and reminded the public that the meeting was being recorded.  Chair Geddes asked for any public comment on non-agenda items. Community member Steve White makes comments. Chair Geddes asks for any more public comment on non-agenda items.
<b>0:06:53</b>	<b>HYALITE CONSENT AGENDA</b> Chair Geddes asked if there were any requests to remove items from the Consent Agenda. Trustee Shrauger asks about an expense and is explained by Chief Revisky.  Chair Geddes asks for more board discussion comment on the Consent Agenda – None given.  <b>Motion: Trustee Zidack made the motion to approve consent agenda as presented.</b> Trustee Jarrett seconded the motion. <b>Vote:</b> Jarrett-Aye; Zidack-Aye; Shrauger-Aye; Geddes-Aye. Unanimous approval.  [See November 17, 2020 Board Packet for Consent Agenda items approved.]

	<b>REGULAR AGENDA</b>
<b>0:08:12</b>	<p><b>Discussion and Decision – Audit 2020 Presentation</b></p> <p>Sydni Tangaro with Tangaro &amp; Company is in the third and final year of their contract to perform the audit. A decision will need to be made to renew the contract or have it go out to bid.</p> <p>Ms. Tangaro presented the FY20 audit results. Required communication and findings include:</p> <ul style="list-style-type: none"> <li>• The responsibility is for management to provide the financial statements and their responsibility to audit and provide opinion on the financial statements.</li> <li>• They issued an unmodified clean opinion on the audit.</li> <li>• The annual financial statements were prepared by Anderson ZurMuehlen Company. Congratulations were offered on the smooth transition between accounting firms.</li> <li>• There were no new accounting standards adopted or required to be adopted.</li> <li>• A management letter comment was presented to help identify capital outlay in the budget.</li> </ul> <p>Ms. Tangaro advises there are significant accounting standard changes for leases and to be aware if we should participate in any leases.</p> <p>Chair Geddes called for Board discussion or questions. Trustee Zidack addresses the management letter and ongoing discussions on capital expenditures and asks for recommendations on how to address those issues in the budget documentation. Ms. Tangaro provides suggestions on how to list capital outlay on the budget. She also suggests to possibly do an amended budget by going through the proper steps. Chief Revisky asks for clarification of what the proper steps entail in amending a budget. Ms. Tangaro gives guidance. Discussion is held with Trustees Geddes, Zidack and Chief Revisky.</p> <p>Chair Geddes asked for more board discussion. Trustee Jarrett thanks Trustee Zidack.</p> <p>Chair Geddes asked for public comment. Steve White makes comments and suggests putting the audit findings letter on the website.</p> <p>Chair Geddes asks for more board discussion. Trustee Zidack asks follow-up questions. Ms. Tangaro will submit the management letter along with the district’s response and the audit.</p> <p><b>Motion: Trustee Zidack made a motion to accept the Audit as presented.</b>  <b>Second:</b> Trustee Jarrett seconded the motion.  <b>Vote:</b> Jarrett-Yes; Zidack-Yes; Shrauger-Yes; Geddes-Yes-Unanimous approval.</p> <p><i>[See Board Packet for the draft audit presented]</i></p>

<b>0:30:51</b>	<p><b>Discussion and Decision – Ambulance Transport Billing Presentation</b></p> <p>Leslie Graves from Pintler Billing Services provides information on her services. They have specialized in EMS billing for the last ten years. Their mission is to know how to get the most revenue for their clients but within the framework of compliance.</p> <p>Ms. Graves described the ambulance transport billing process. She also gave information on the guidelines and standards they follow. They also work with their clients on compliance and offer support to crews in completing the documentation.</p>
<b>0:41:33</b>	<p>Chair Geddes asks for board discussion and questions. Chair Geddes asks questions regarding billing policies. Trustee Zidack asks about hardware and software needs. Trustee Shrauger asks questions regarding billing policies. Chair Geddes asks about other departments and their experience. Ms. Graves states that all of the agencies they have worked with has resulted in the ambulance supporting the fire department.</p>
<b>0:59:49</b>	<p>Chief Revisky discusses billing rates and how to charge. Ms. Graves goes over different rates and the challenges with rates. Trustees Geddes, Zidack, Shrauger and Chief Revisky asks questions and make comments.</p>
<b>1:08:36</b>	<p>Chair Geddes asks for public comment. Steve White makes comments. Chair Geddes asks Ms. Graves about her opinion and experience regarding delinquency and non-collectible accounts. Discussion is held on the accounting structure. Chief Revisky gives an example of the difference between what medical supplies are already being used versus what additional supplies would be needed or used during the transport of a patient. Trustee Jarrett asks a question regarding a delinquency rate.</p> <p>Chair Geddes asks for more public comment. None given. Ms. Graves is thanked for her attendance and information.</p> <p><i>[See Attachment A for Overview of Billing Services Provided by Pintler Billing Services]</i>  <i>[See Attachment B for Medicare Ground Ambulance Data Collection Instrument July 21, 2020; The link for the document is <a href="https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AmbulanceFeeSchedule/Downloads/Medicare-Ground-Ambulance-Data-Collection-System-Instrument.pdf">https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AmbulanceFeeSchedule/Downloads/Medicare-Ground-Ambulance-Data-Collection-System-Instrument.pdf</a>]</i></p>
<b>1:20:02</b>	<p><b>Fire Chief's Report</b></p> <p>Chief Revisky advises the board about the COVID situation at the station. The resident firefighters who have had to be quarantined due to exposure are staying at the Cottonwood station. There have been no exposures through work but rather socially. The volunteers are not allowed in the conference room and business office areas.</p> <p>Chief Revisky spoke to the collection of data for ambulance transport. He is asking the board to provide him with guidelines on what to track for costs. He gives a demonstration on a typical call. Trustee Zidack makes comments. Chair Geddes asks for board discussion. Trustees Jarrett, Shrauger, Zidack makes comments. Chief Revisky responds to the comments. Further comments are made by Trustees Geddes, Shrauger, Zidack and Chief Revisky. Chair Geddes suggests having a special session to work on these issues.</p>
<b>2:02:26</b>	<p>Chair Geddes asks for public comment. Steve White makes comments. Chair Geddes makes closing statements.</p>

	<p>Chief Revisky advises the board he has been working with three ambulance companies and is close to having the ambulance specs. He has submitted a grant request through CARES funds for two cots and two defibrillators. The amount of grants totals \$115,000</p> <p><i>[See Attachment C for Fire Chief's Report; Attachment D Breakdown of Incidents]</i></p>
<b>2:14:12</b>	<p><b>Trustees' Activities</b></p> <p>Trustee Zidack provides information regarding refinancing the bond. The first call date on the bonds is January 1, 2021. A letter will be signed requesting DA Davidson to pursue possible refinancing options with financial institutions and present the information to the board at a later date.</p> <p>Chair Geddes asks for any board or public comment. None given.</p> <p><i>[See Attachment E for Engagement Letter and Bond Information]</i></p>
<b>2:18:24</b>	<p><b>Announcements</b></p> <ul style="list-style-type: none"> <li>• Next board meeting will be held December 15, 2020.</li> <li>• A special work session will be scheduled to go over billing policies for the ambulance transport service.</li> </ul>
<b>2:19:13</b>	<b>ADJOURNMENT</b>

# **Overview of Billing Services**

## **Provided by:**



1-866-340-2505 ~ [www.pintlerbillingservices.com](http://www.pintlerbillingservices.com)

Thank you for considering Pintler Billing Services to provide your ambulance and response billing, collection, financial reporting, and analytical services. We are a complete revenue cycle management company specializing in serving EMS and fire departments. Billing for EMS services, and maintaining compliance, is becoming more complex. As your partner we provide ongoing crew training, support for rate and fee schedule development, assistance with insurance enrollments and re-enrollments, reports and data to allow analysis and better management of your service, and more. We meet you where you are, and are available in-person as well as via email, phone, and webinar format.

Pintler Billing Services has been providing EMS billing services for over 15 years, and in that time we have developed excellent procedures, invested in training and educating our qualified staff, and partnered with outstanding software vendors in order to be able to provide our clients with the very best service and revenue recovery results. We are a well-established company with a solid track record of steady growth and outstanding service.

The following pages contain a general overview of the services we provide, as well as the names and phone numbers of current clients. I am eager for you to speak with our references; our clients' satisfaction and their experiences with us are the best form of marketing we have. Thank you for your time and consideration, and for the important service you provide to your community.

Sincerely,

Leslie Graves, Owner

## **Key Service Areas**

- **PCR (Patient Care Report)/Trip Report collection:**

1. Secure, HIPAA-compliant web portal for easy transmission of data (attachments, reports, deposits, etc.)
2. We work with several ePCR platforms (including EHR by ESO, Emergency Reporting, and ImageTrend) and will retrieve your PCRs directly from them

- **Billing:**

1. Pre-billing verification...coverage, eligibility & benefits verification PRIOR to billing, ensuring claims go to the correct payer
2. Sending correct claims speeds up time to payment, reduces take-backs and payer refunds, and enhances your revenue stream
3. Next day billing (from date trip report is assigned to us) is common, which gets you paid quickly

- **Payments:**

1. EFT payments set up on your behalf whenever possible
2. Physical payments mailed to our PO Box for posting and deposit directly into your bank account
3. We facilitate credit card and payment portals for patients, and maintain and monitor these on your behalf

- **Claims Follow-Up:**

1. Claims are worked each month; insurance companies called after 30 days
2. Patient accounts receivables worked 30 days after first statement if no payment is received

- **Patient Customer Service:**

1. Toll-free phone number for patient inquiries
2. Compassionate staff works with patients to set up payment plans
3. Professional and courteous staff, projecting a positive impression of your ambulance service in every interaction

- **Crew Training & Support:**

1. Documentation and compliance support provided daily as trip reports are reviewed and processed.
2. In-person or webinar training for your crew provided annually
3. Identify and provide feedback on focused topics of improvement and education
4. Support for development and maintenance of financial policy and fee schedule

## **ADDITIONAL INFORMATION**

- Pre-billing Verification – Before billing we verify the patient information (usually with the receiving hospital) to determine insurance coverage & eligibility, address and contact information, and responsible party for payment.
- Each trip report is reviewed for:
  - Emergency Response Criteria being met
  - Medical necessity/reasonableness documentation
  - Transport to a covered destination
  - Mileage recorded
  - Signatures present
- Ensuring these basic items are present sometimes prevents take-backs and payment decision reversals down the road, and helps promote good documentation on the part of your crew, which is an important part of overall compliance.
- Patient balances are billed monthly on statement forms. The statement forms have a perforated top that the patient removes to mail back with payment. A return envelope is also included in order to make the process easy. If your service accepts credit cards, a box will appear on the statement to allow the patient to provide their credit card information for processing, or to direct them to a website to make an online payment. Our toll-free office number also appears on these statements as a resource for patients that have questions.
- Claims that are unpaid after 30 days are reviewed again, and we follow-up with the insurance company to determine why they haven't paid. This process recurs until each claim is fully resolved.
- If we are having difficulty locating a patient we work with the hospitals to verify current patient addresses and phone numbers, or to update insurance information when pursuing payment.



## **COLLECTIONS**

We provide “soft” collections from our office. Skilled and professional members of our staff call patients that have not responded to their bills for over 30 days after the statement has been mailed. We work within the parameters of your financial policy to set up payment plans. Our entire staff emphasizes using a kind and professional approach when talking with patients and clients.

If we are unable to make contact with a patient using the data collected at the time of transport, we will communicate with the hospital where the patient was transported to cross-reference information and ensure we are using the most current phone numbers and address according to their records. We also share information we have learned with the hospitals, which facilitates the continued good relationship for future questions and requests.

Past due accounts are reviewed monthly. If there is a past due amount on an account, and we are unable to set up a payment plan or contact the patient, we will prepare a “packet” for you and your board to review as dictated by your financial policy. The packet consists of a patient account ledger, copy of the trip report, and detailed notes about our collections efforts, as well as any other applicable documents. At your direction, we will then take action on these accounts; we might offer a payment-in-full discount, write the balance off, or send these accounts to a professional collections company. Most of our clients use Centron Services, an agency based in Helena, MT that specializes in health care collections. Our long relationship with this company has overall been very satisfactory. Centron, through their other clients with hospitals and health care providers, can often trace patients who move frequently. They provide timely reports and are accessible for questions or requests at any time. We will of course work with whichever collections agency you choose.

## **REPORTS**

We provide standard reports for accounts receivables, billing, and payments received at month end. There are dozens of other customizable reports available on any schedule you prefer, and we accommodate specific requests from our clients by providing individualized reports detailing unique data items they wish to track. Some of the standard reports include: monthly closing balance summary, trip report detail, patient aging, insurance aging, payment analysis by insurance company, deposit detail report, patient statement report, and many more are available upon request.

We also work with several ambulance providers that are wholly or partially owned or run by a county or city government. These entities need different reports on a different schedule, and we are able to provide all the necessary data in report form for both private and government purposes. Several of our current clients fall into this category, and they are available for questions if you would like to speak with them about how this process works.

In order to maintain good communication with you, we provide accessible reports that are easy to read, and provide clear, pertinent information about the services you provide. When you know exactly how your service is performing financially, it makes managing the other aspects of your service easier.

## **TRIP REPORTS**

The ePCR method you use to capture your patient care reports is an important tool contributing to the success of billing for your services. We work with a variety of different programs, including EHR by ESO. This is a sister product to our billing software, and this company also now owns FIREHOUSE for NFIRS reporting. This software is cutting edge as far as being efficient in the field and providing powerful analytics to help manage your service. There is a demo available on their website at <http://www.esosolutions.com/software/ehr>.

Another option is Emergency Reporting, which also provides both a NFIRS and NEMSIS certified system. They offer a quick demo on their website which is [www.emergencyreporting.com](http://www.emergencyreporting.com). They also offer a free trial where you can work with everything exactly as it is in the live program, and are very affordable for smaller agencies.

Image Trend offers either a paid version, or the free state-supplied version, and we have several clients who are currently using these solutions. If you choose the state-supplied option we will notify the State that we are your billing service, and they will connect our account with yours in the background. (Image Trend only provides the EMS aspect of their software via this option; their fire product requires a subscription.)

Your relationship with any of these vendors is completely independent from your agreement with Pintler Billing Services. You will simply add our office as a user with permissions to view and print the trip reports. We understand that your service may prefer a different method from any of these options, and we are willing to work with the method that you choose. The bottom line is that we want to make working with us as efficient and pleasant as possible, and we are always working to improve in order to guarantee your satisfaction.

## **COMPLIANCE**

There are many compliance standards and regulations required of health care service providers, and you are likely aware of this and working to comply with the various laws. Many of these requirements are intertwined and a misstep in one small area can be magnified in scope because of the way these regulations are applied. Billing is one of these areas, and as billing professionals dedicated to this vital area of health care delivery, we can help you learn about and comply with the many regulations.

We review all PCRs and supporting documents for compliance, and work with you to confirm that we are working within guidelines when submitting claims. All of our staff have the CAC (Certified Ambulance Coder) certification and we maintain certification via annual trainings and conferences. We also have a Certified Ambulance Compliance Officer (CACO) on staff. Jodi Paine has successfully completed the intensive training and test offered by NAAC (National Academy of Ambulance Compliance), and she is a valuable resource available to us and to our clients.

Besides NAAC, we also belong to HBMA (a national organization of revenue cycle managers with an office in Washington, DC), as well as professional networking groups, and we value these relationships which allow us to maintain currency with laws and best practices. We gain valuable information which we can then pass on to you and use to ensure the most current and correct billing policies.

**Our goal is to maximize your reimbursement within the framework of compliance, and to assist you in successfully running your EMS department.** We stay in frequent contact with you to help educate your staff about requirements that apply to EMS providers, and to provide informal, ongoing documentation training. An annual documentation training for your crew is a standard part of our service and comes at no additional cost.

## **RATES AND FEES**

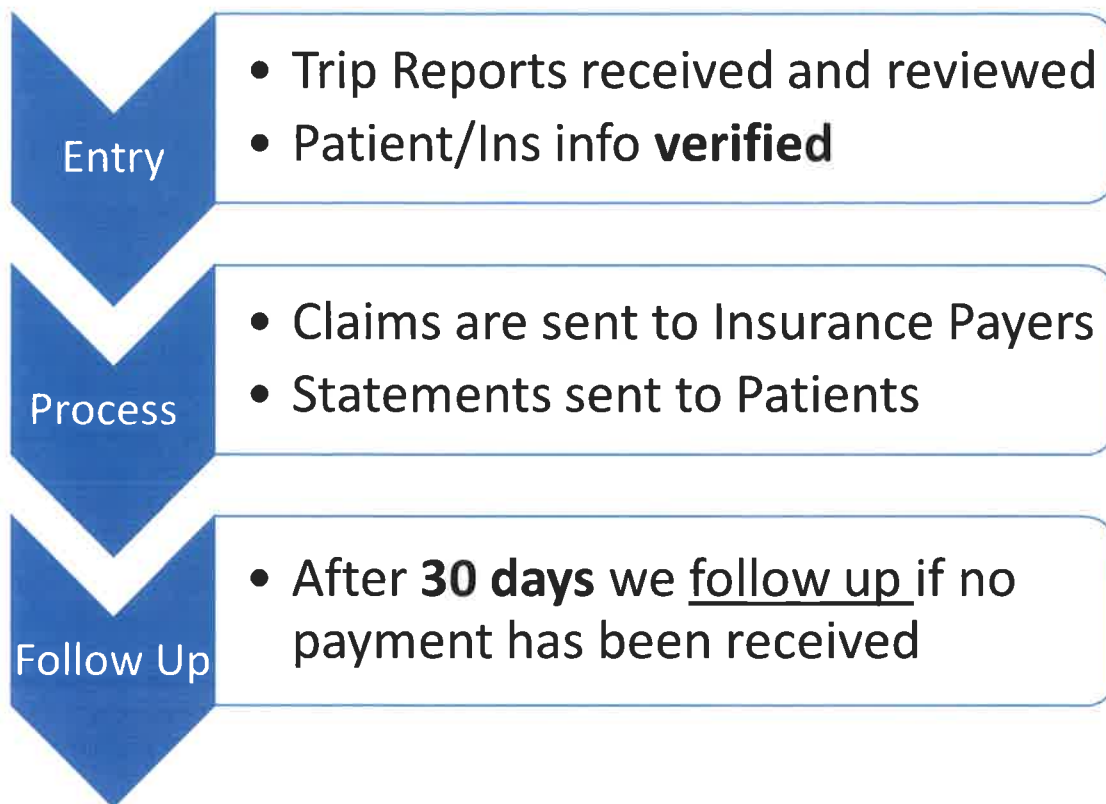
Typically there is no initial charge or financial outlay to use our services. If we begin billing for current charges and there is no back work, we will charge you only after you have received payment from our billing efforts, usually 15-30 days after the first trip report is received in our office. If there are additional, older accounts you would like us to work, we will evaluate the volume and difficulty and create a side agreement for the older accounts.

If it is necessary to (re)establish a relationship with Medicare, Medicaid, and other payers, there will be a fixed fee for work related to enrollment, revalidation, etc. This fee will be dependent upon the level of assistance your service requires to correct any issues with these payers, and the amount will be negotiated prior to the beginning of any work related to those specific services.

Except for any side agreements as mentioned above, the items outlined below are the specific charges that you will incur with our service. There are no hidden or additional fees.

- We bill on a percentage basis; this is a guarantee to you because we won't get paid until you do! Our rate is 8%.
- We itemize fees for the clearinghouse subscription (\$33/month) and patient statements (\$1.50/statement); these will show up as a line item on your monthly statement.
- You will receive a credit for our percentage of any payments that you receive that subsequently need to be refunded. In other words, if you have to refund a payer, we will refund you as well.

## **CLAIMS FOLLOW UP**



**This process is one of the biggest differences between Pintler Billing Services and our competitors. The frequency with which each claim is reviewed or touched directly correlates to the higher reimbursement we achieve for our clients. We are very conscientious about this, and it is part of our deeply-ingrained office culture of attention to detail and accountability.**

## **REFERENCES**

We are proud of our work and happy to have you talk to our current clients. Please ask them about their experience with us.

Chief Ron Lindroth, Central Valley Fire District, Belgrade  
406-388-4480

John Maxness, Dan Nohrton, Owners – Montana Medical Transport  
406-442-2190

Chief Craig Williams – Evergreen Fire Rescue  
406-752-4636

Chief Ron Tocher – Anaconda-Deer Lodge County Ambulance  
406-563-2164

Chief Mark Thiry, Cindy Norred (AEMT & Billing Assistant) – Bigfork Fire District 406-837-4590

Shelly Treece, Rachel Duram, Administrators/Managers – Eureka Volunteer Ambulance Service 406-297-3318

Brenda Kirkley, Jean Bergeson, Board Members – Beaverhead EMS  
406-683-2833

Lance Westgard, Operations Manager – Three Rivers EMS  
406-892-4244

Chief Amy Beick – Smith Valley Fire District  
406-752-3548

More Available Upon Request



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## **Hyalite Rural Fire District**

### **Fire Chief's Report**

#### **November 2020**

Prepared by: Fire Chief Jason Revisky

1. The Hyalite Fire Department has responded to 477 calls in 2020 (as of 11/01/2020).
2. Our current roster is at 45 members (effective 11/01/2020).
3. We currently have 8 resident firefighters living at the Sourdough Fire Station.
4. Staffing at the Cottonwood Fire Station is currently suspended due to COVID-19 concerns.
5. We have 3 resident renters at the Rae house.
6. We have experienced no firefighter injuries or significant mechanical breakdowns in the last month.
7. Discussion regarding budget and tracking ambulance transport expenses.
8. Discussion of appropriation of CARES reimbursement.

# Hyalite Fire Department

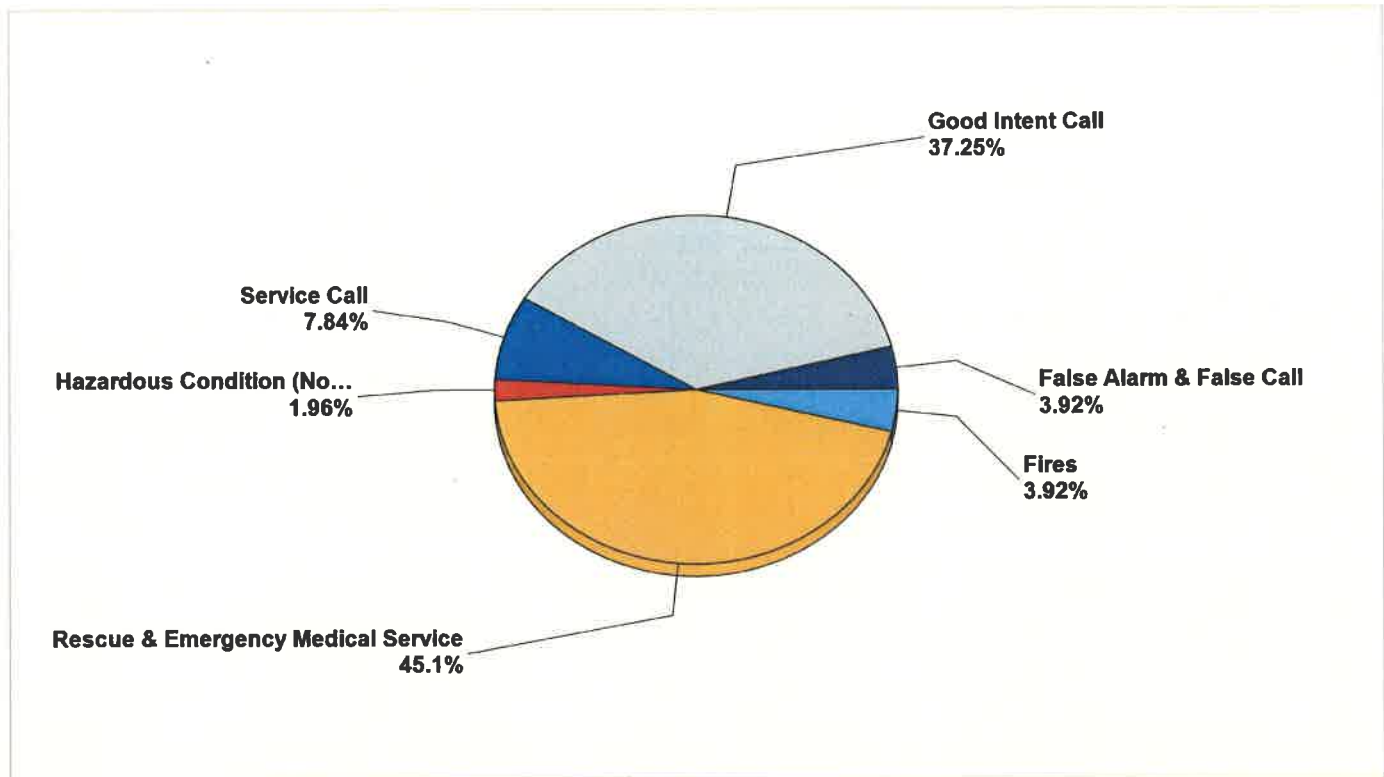
Bozeman, MT

This report was generated on 11/17/2020 10:29:48 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 10/01/2020 | End Date: 10/31/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	3.92%
Rescue & Emergency Medical Service	23	45.1%
Hazardous Condition (No Fire)	1	1.96%
Service Call	4	7.84%
Good Intent Call	19	37.25%
False Alarm & False Call	2	3.92%
<b>TOTAL</b>	<b>51</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

## Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	1.96%
143 - Grass fire	1	1.96%
321 - EMS call, excluding vehicle accident with injury	14	27.45%
324 - Motor vehicle accident with no injuries.	9	17.65%
424 - Carbon monoxide incident	1	1.96%
554 - Assist invalid	3	5.88%
561 - Unauthorized burning	1	1.96%
611 - Dispatched & cancelled en route	14	27.45%
622 - No incident found on arrival at dispatch address	1	1.96%
631 - Authorized controlled burning	3	5.88%
671 - HazMat release investigation w/no HazMat	1	1.96%
733 - Smoke detector activation due to malfunction	2	3.92%
<b>TOTAL INCIDENTS:</b>	<b>51</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

November 17, 2020

Hyalite Rural Fire District  
Attn: Sheryl Wyman  
4541 South 3<sup>rd</sup> Road  
Bozeman, MT 59715



Re: Underwriting/Placement Agent Letter – Hyalite Rural Fire District – Potential Refinancing

Dear District Officials:

On behalf of D.A. Davidson & Co. (“Davidson”), we wish to thank you for the opportunity to serve as underwriter/placement agent for Hyalite Rural Fire District (the “District”) on a potential offering and issuance of General Obligation Refunding Bonds (the “Bonds”) to refinance your outstanding bonds that we originally issued for Sourdough Fire District in 2013. This letter will confirm the terms of our underwriting/placement agent engagement (the “Engagement”) where the Bonds would be sold in a public offering or placed with a bank depending on the plan chosen by the District and we will serve as the underwriter or placement agent (the “Underwriter”).

It is anticipated that this Engagement will be replaced and superseded by a bond purchase agreement for the Bonds to be entered into by the parties (the “Purchase Agreement”) upon successful completion of the bond offering process. The Purchase Agreement will present the interest rates, purchase price, redemption features and the public offering or sale prices of the Bonds. The District will consider the Purchase Agreement but it will not be obligated to accept the same and may reject the same. If the Bonds are not issued or placed by Davidson you would owe us \$0.

1. Services to be Provided by Davidson. The District hereby engages Davidson to serve as underwriter or placement agent of the proposed issuance of the Refunding Bonds, and in such capacity Davidson agrees to provide the following services to the extent required by the method of financing chosen by the District:

- a. Review all financial information necessary to determine the ability of the District to incur and repay the debt.
- b. Size the Bonds to account for the sources and uses of funds.
- c. Recommend maturity schedules, interest rates, call features, method and timing of the bond offering and closing and other terms necessary to achieve a low borrowing cost on the Bonds.
- d. Review the District’s status regarding Continuing Disclosure responsibilities (past and future).
- e. Coordinate the Bond transactions with District Officials and all Financing and/or Project Professionals to include Bond Counsel and the Paying Agent, and in that regard will prepare a financing time and responsibility schedules.
- f. Evaluate and make recommendations to the District concerning an underlying bond rating for the Bonds and facilitate such bond rating process.
- g. Consult with Bond Counsel and review and provide comment on Bond legal documentation.
- h. Prepare a Preliminary Official Statement (the “POS”) that will serve as the disclosure document for the Bonds pursuant to requirements set forth by the Securities Exchange Commission (the “SEC”). The POS will contain the legal authorization and terms of the Bond issue, the continuing disclosure undertaking, and general, financial and operating information concerning the District. The District’s POS will be distributed and made available to prospective investors, including local banks and other local investors. The final Official Statement will be sent to the investors. If a direct placement with a bank is preferred then a term sheet and summary disclosure information would be provided to the local banks looking at purchasing the Bonds.

Public Finance – [www.davidson.com](http://www.davidson.com)

402 East Main Street, Suite 202 • Bozeman, MT 59715 • (406) 556-6965 • (866) 415-6950 • FAX (406) 586-2160

- i. Obtain CUSIP numbers and arrange for their Depository Trust Company (DTC) book-entry eligibility if required.
- j. Contact potential investors, provide them with bond offering information, respond to their inquiries and, if requested, coordinate their due diligence sessions.
- k. Inform the District of the marketing and bond sale process.
- l. Negotiate the pricing, including the interest rate, and other terms of the Bonds with the District.
- m. Prepare the final debt service schedules, savings schedules and other related schedules and calculations for the District, the County Treasurer, Bond Counsel, and the Paying Agent/Registrar.
- n. Assist the District in delivery of the Bonds and bond proceeds in such a manner that bond proceeds will be immediately available for immediate reinvestment.
- o. Prepare and provide information relating to the total revenues necessary to retire the Bonds, including reserve funds and sinking funds.
- p. Examine the feasibility of a refinancing as applicable at a later date at no additional cost to the District.
- q. Such other customary underwriting services as may be requested by the District.

We will provide all services under this engagement letter pursuant to the 'underwriter exemption' under the SEC's municipal advisor rules (Rule 15Ba1-1 et seq.), which enables us to provide advice and recommendations with respect to the structure, timing, terms and other similar matters concerning the Bonds. In no event will we provide advice, recommendations or services with respect to matters that are outside the scope of the underwriter exemption.

As Underwriter, our primary role will be to purchase the Bonds as principal in a commercial arm's length transaction with the District. In our capacity as Underwriter and not as financial or municipal advisor and at the District's request, we can and will provide advice regarding the structure, timing, terms and other similar matters concerning the issuance of the Bonds. However, we do not assume any financial advisory or fiduciary responsibilities with respect to the District.

2. Fees and Expenses. Based on the final sizing of the Bonds, Davidson will have an underwriting fee that is based on a percent of the principal amount of the Bonds issued. The underwriting fee will represent the difference between the price that Davidson pays for the Bonds and the public offering price stated on the cover of the final official statement. Such fee will not exceed 0.80-1.10% depending on the type of financing the District chooses. The fee will be determined at the time the Resolution is adopted. In addition to the underwriting fee, the District shall pay to Davidson a fee not to exceed \$5,000 as compensation for its services in assisting in the preparation, printing and distribution of the Preliminary and final Official Statements and to reimburse for Davidson's payment of applicable CUSIP, and DTC fees for the Bonds. The District shall be responsible for paying for all other costs of issuance, as applicable, including without limitation, bond counsel, paying agent and registrar fees, rating and insurance fees, as applicable, and any other fees and expenses incident to the performance of the District's obligations under the proposed offering.

3. Disclosures Required by MSRB Rule G-17.

- a. MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers, such as the District, and investors.
- b. The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length transaction with the District. The underwriter's financial and other interests may differ from those of the District.
- c. Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests.

- d. The underwriter has a duty to purchase the Bonds from the District at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
  - e. The underwriter will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.
  - f. While the compensation described in the section "Fees and Expenses" is customary in the municipal bond market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than necessary.
  - g. Since Davidson has not recommended a "complex municipal securities financing" to the District, additional disclosures regarding the financing structure for the Bonds are not required. However, and in accordance with the requirements of MSRB Rule G-17, if Davidson recommends a "complex municipal securities financing" to the District, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at the time.
  - h. Davidson has not identified any additional potential or actual material conflicts that require disclosure.
4. Term of Engagement. The term of this Engagement shall extend from the date of this letter to closing of the Bonds. Either party may end the Engagement at any time without liability of penalty upon written notice to the other party without cost.
5. Indemnification; Limitation of Liability. To the extent permitted by applicable law, the District shall indemnify, defend and hold Davidson and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Engagement, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Davidson's gross negligence or willful misconduct.
6. Miscellaneous. This Engagement shall be governed and construed in accordance with the laws of the State of Montana. This Engagement may be amended by written agreement executed by both parties hereto.

If the foregoing is consistent with your understanding of the Engagement, please have an authorized District Official sign and return a copy of this letter. If there is any aspect of this Engagement that the District believes requires further clarification, please do not hesitate to contact us. The District should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable to the extent you deem appropriate.

Again, we thank you for the opportunity to assist you with the proposed Bond issue financing and the confidence you have placed in us.

Very truly yours,  
D.A. DAVIDSON & CO.



Bridget R. Ekstrom  
Senior Vice President  
Public Finance Banker

Accepted this 17<sup>th</sup> day of November, 2020  
HYALITE RURAL FIRE DISTRICT

By:   
Title: Treasurer Hyalite Rural Fire District



## OFFICIAL STATEMENT dated October 24, 2013

NEW ISSUE  
BOOK-ENTRY ONLYBANK QUALIFIED  
NOT RATED

*In the opinion of Jackson, Murdo & Grant, P.C., Bond Counsel, under existing laws, regulations, rulings and decisions, assuming compliance with certain covenants, interest on the Bonds is excludable from gross income of the recipient for purposes of federal income taxation and State of Montana individual income taxation. Interest is not an item of tax preference in determining federal alternative minimum tax applicable to individuals. Interest is includable, however, in the computation of the alternative minimum taxable income of corporations for purposes of the alternative minimum tax imposed under the Internal Revenue Code of 1986, as amended. The District has designated the Bonds "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. (See "QUALIFIED TAX-EXEMPT OBLIGATIONS" and "TAX EXEMPTION AND RELATED CONSIDERATIONS" herein.)*

**\$2,900,000**  
**SOURDOUGH RURAL FIRE DISTRICT**  
**GALLATIN COUNTY, MONTANA**  
**GENERAL OBLIGATION BONDS, SERIES 2013**

**DATED: Date of Delivery** (expected to be October 31, 2013) **DUE: July 1, as shown in the inside cover**  
 Sourdough Rural Fire District, Gallatin County, Montana (the "District") provides this Official Statement in connection with the issuance of the District's General Obligation Bonds, Series 2013 (the "Bonds"). The Bonds mature on July 1 in each of the years and amounts set forth on the inside cover hereof and will bear interest from their date of delivery to their respective maturities, or date of prior redemption, at the rates as shown on the inside cover herein.

The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository of the Bonds. Individual purchases and sales of the Bonds may be made in book-entry form only, in the principal amount of \$5,000 within a single maturity and in integral multiples thereof. Purchasers of the Bonds (the "Beneficial Owners") will not receive physical bond certificates. Interest on the Bonds will be payable semi-annually on each January 1 and July 1, commencing January 1, 2014. The District has appointed U.S. Bank National Association to serve as registrar and paying agent (the "Registrar") for the Bonds. The principal of and interest on the Bonds will be payable by the Registrar to DTC, which will in turn remit such principal and interest to DTC Participants for subsequent disbursement to the Beneficial Owners of the Bonds. (See "THE BONDS - Book-Entry Form" herein.)

The Bonds are general obligations of the District payable from the proceeds of an ad valorem tax that the District will covenant to cause Gallatin County, Montana (the "County") to levy annually on all taxable property within the District, without limitation as to rate or amount. The Bonds are being issued in accordance with the provisions of Title 7, Chapter 33, Montana Code Annotated. The proceeds of the Bonds will be used for the purpose of paying the costs of constructing, equipping and financing a new fire station in the District (the "Project"); and paying costs associated with the sale and issuance of the Bonds. (See "THE BONDS - Authorization," "- Security," and "- Purpose and Sources and Application of Funds" herein.) The Bonds maturing on or after July 1, 2021 are subject to redemption at the option of the District on January 1, 2021 and on any date thereafter at a price equal to the principal amount being redeemed plus interest accrued to the date of redemption, without premium. Term Bonds are subject to mandatory sinking fund redemption. (See "THE BONDS - Redemption" herein.)

The Bonds are offered when, as and if issued by the District, subject to prior sale, to withdrawal or modification of the offer without notice, and to the opinion as to validity and tax exemption of the Bonds by Jackson, Murdo & Grant, P.C., Helena, Montana, Bond Counsel. It is expected that the Bonds in definitive form will be available for book-entry delivery through the facilities of DTC on or about October 31, 2013 (the "Date of Delivery" or "Closing").

*This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire official statement to obtain information essential to making an informed investment decision.*

**D.A. DAVIDSON & CO.**



# SUMMARY OF BONDS REFUNDED

## HYALITE RURAL FIRE DISTRICT GALLATIN COUNTY, MONTANA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 Current Refunding of Outstanding 2013 Bonds Option 2: Assumes Private Placement, Non-Callable [Preliminary - For Discussion Only]

Bond	Maturity Date	CUSIP	Interest Rate	Par Amount	Call Date	Call Price
10/31/13: Ser. 2013 NM (callable 1/1/21), SERIAL:	07/01/2021	836172 AH9	3.000%	190,000.00	02/26/2021	100.000
	07/01/2022	836172 AJ5	3.000%	195,000.00	02/26/2021	100.000
	07/01/2023	836172 AK2	3.000%	200,000.00	02/26/2021	100.000
	07/01/2024	836172 AL0	3.000%	205,000.00	02/26/2021	100.000
				790,000.00		
10/31/13: Ser. 2013 NM (callable 1/1/21), TERM26:	07/01/2025		3.500%	210,000.00	02/26/2021	100.000
	07/01/2026	836172 AN6	3.500%	220,000.00	02/26/2021	100.000
				430,000.00		
10/31/13: Ser. 2013 NM (callable 1/1/21), TERM28:	07/01/2027		3.875%	225,000.00	02/26/2021	100.000
	07/01/2028	836172 AQ9	3.875%	235,000.00	02/26/2021	100.000
				460,000.00		
				1,680,000.00		

prior  
rates

2



**SAMPLE**  
BOND PRICING



HYALITE RURAL FIRE DISTRICT  
GALLATIN COUNTY, MONTANA  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021  
Current Refunding of Outstanding 2013 Bonds  
Option 2: Assumes Private Placement, Non-Callable  
[Preliminary - For Discussion Only]

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2028:					
	07/01/2021	205,000	1.200%	1.200%	100.000
	07/01/2022	215,000	1.200%	1.200%	100.000
	07/01/2023	215,000	1.200%	1.200%	100.000
	07/01/2024	215,000	1.200%	1.200%	100.000
	07/01/2025	215,000	1.200%	1.200%	100.000
	07/01/2026	220,000	1.200%	1.200%	100.000
	07/01/2027	220,000	1.200%	1.200%	100.000
	07/01/2028	225,000	1.200%	1.200%	100.000
		1,730,000			

Dated Date	01/21/2021	
Delivery Date	01/21/2021	
First Coupon	07/01/2021	
Par Amount	1,730,000.00	
Original Issue Discount		
Production	1,730,000.00	100.000000%
Underwriter's Discount		
Purchase Price	1,730,000.00	100.000000%
Accrued Interest		
Net Proceeds	1,730,000.00	

Sample  
new  
rates

3

~~SAMPLE~~  
SAVINGS



HYALITE RURAL FIRE DISTRICT  
GALLATIN COUNTY, MONTANA  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021  
Current Refunding of Outstanding 2013 Bonds  
Option 2: Assumes Private Placement, Non-Callable  
[Preliminary - For Discussion Only]

Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 01/21/2021 @ 1.2000458%
07/01/2021	218,287.50	214,226.67	3,926.60	210,300.07	7,987.43	7,965.89
07/01/2022	245,875.00	233,300.00		233,300.00	12,575.00	12,455.60
07/01/2023	245,025.00	230,720.00		230,720.00	14,305.00	13,978.07
07/01/2024	244,025.00	228,140.00		228,140.00	15,885.00	15,318.19
07/01/2025	242,875.00	225,560.00		225,560.00	17,315.00	16,481.79
07/01/2026	245,525.00	227,980.00		227,980.00	17,545.00	16,487.85
07/01/2027	242,825.00	225,340.00		225,340.00	17,485.00	16,222.16
07/01/2028	244,106.26	227,700.00		227,700.00	16,406.26	15,025.73
	1,928,543.76	1,812,966.67	3,926.60	1,809,040.07	119,503.69	113,935.28

time  
value  
of  
money  
calculation

Savings Summary

PV of savings from cash flow	113,935.28
Net PV Savings	113,935.28

- (\*) Based on 1.20% quoted rate from a bank. (For sample purposes)
- (\*) 3.00% net present value savings is the BFOA standard to proceed and the estimates above are at 6.78% net present value savings
- (\*) The average coupon is 3.56% on the 2013 Bonds and so we would meet the State Code requirement of a reduction in rate of 0.50%.
- $3.56 - 1.20 = \underline{2.36\%}$  reduction in rate.

**DISCLAIMER**

**HYALITE RURAL FIRE DISTRICT**  
**GALLATIN COUNTY, MONTANA**  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021**  
**Current Refunding of Outstanding 2013 Bonds**  
**Option 2: Assumes Private Placement, Non-Callable**  
**[Preliminary - For Discussion Only]**

D.A. Davidson and Co. ("The Firm or 'D.A. Davidson'") is serving as underwriter or placement agent on the prospective transaction, not as municipal advisor. As an underwriter, D.A. Davidson's primary role is to purchase or place securities or notes for distribution in an arms-length transaction. D.A. Davidson is acting in its own interests and does not owe you a fiduciary duty with respect to the information presented herein, or with respect to the transaction contemplated and any discussions, undertakings and procedures leading thereto. Pursuant to the federal securities laws, during the course of this transaction D.A. Davidson also owes certain duties to the capital markets and to the investing public. Furthermore, no information contained within constitutes a 'recommendation' or 'advice' within the meaning of Section 15B of the Exchange Act, with any existing or proposed Municipal Securities Rulemaking Board rules, or any other state or federal law, regulation, or statute. You should discuss the information and material contained in this communication with any and all internal or external advisors and experts, including without limitation your own legal, accounting, tax, financial and other advisors, that the municipal entity or obligated person deems appropriate before acting on this information or material. The information contained herein is limited to factual information describing one or more types of debt financing structures, and may include options such as fixed rate debt, variable rate debt, general obligation debt, debt secured by various types of revenues, or insured debt, among other alternatives.

Furthermore, should D.A. Davidson present multiple scenarios or even a comparison of the general characteristics of potential debt financing structures along with the risks, advantages, and disadvantages of each, D.A. Davidson is not providing any recommendation(s) or advice in regards to the scenarios presented or features of any particular option. The factual information presented herein and described above does not, and should not be construed to, contain subjective assumptions, opinions, or views. The conduct of D.A. Davidson's personnel or the content and manner of their presentation(s) should not in any way be construed as a suggestion, advice, or an opinion.

Information about interest rates and terms for SLGs is based on current publically available data, and treasury or agency rates for open-market escrows are tied to prevailing market interest rates for these types of credits; these do not necessarily reflect costs or rates that D.A. Davidson will be able to secure should you select the firm to act as underwriter or placement agent. All such information is gathered from publically available sources or from prevailing market rates. Should you retain D.A. Davidson as underwriter or placement agent, the firm will be able to provide more particular information as well as advice in connection with the relevant transaction.

5



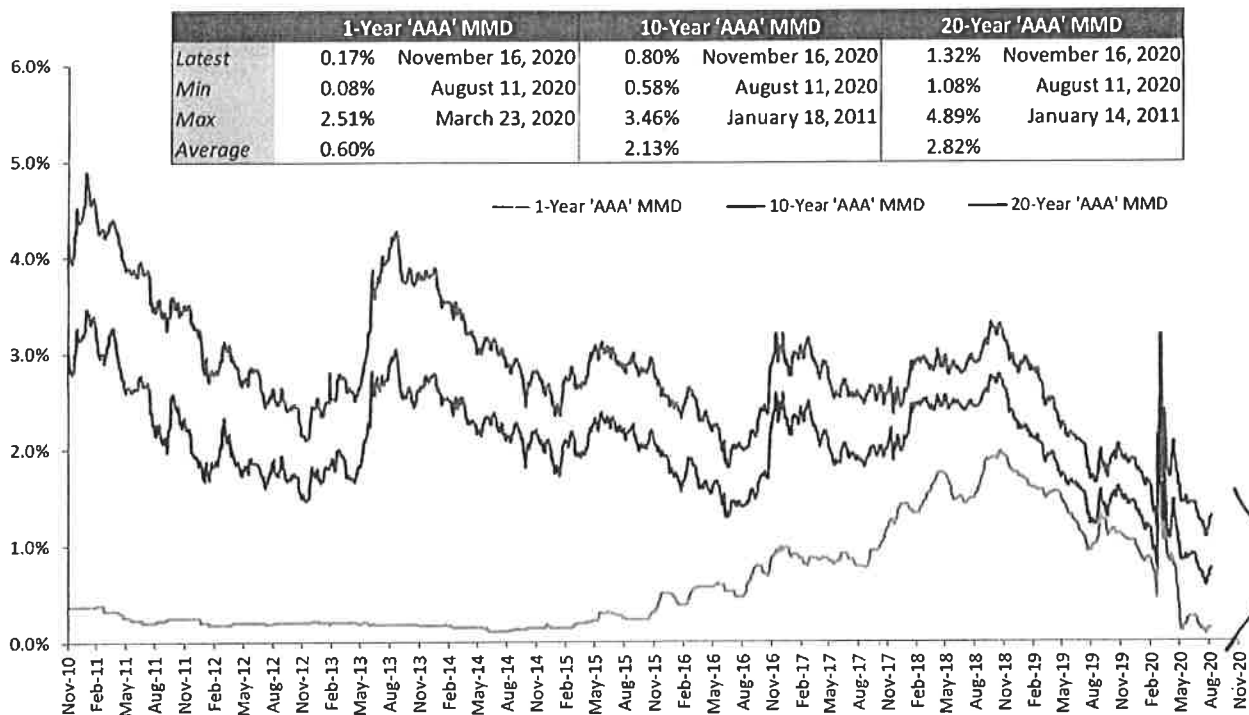
## MUNICIPAL MARKET UPDATE

November 16, 2020

### "AAA" MUNICIPAL MARKET DATA INDEX (MMD)

1-YEAR, 10-YEAR & 20-YEAR MATURITIES:

11/16/2010-11/16/2020



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[clientservice@tm3.com](mailto:clientservice@tm3.com)

close to  
record  
low rates

**Consent Agenda End**

# **Regular Agenda Item 1**

## **Amended Expenditure Budget for FY2021**

**GALLATIN COUNTY  
SPECIAL DISTRICT & LIBRARY BUDGET FORM  
AMENDED FY 2020-2021**

FUND NUMBER 7720

DISTRICT NAME Hyalite Rural Fire District

**ANNUAL EXPENDITURE REQUESTED BUDGET**

DESCRIPTION	FY 19-20 CURRENT BUDGET	FY 19-20 ESTIMATED YEAR END	FY 2020-2021 REQUEST	COMMENT
Salaries & Wages	365,000	445,764	452,500	Includes State on-behalf payment of \$86,000
Employer Contributions				
<b><u>subtotal</u></b>	365,000	445,764	452,500	
Office / Operating Supplies	117,000	99,630	127,000	
Oil & Gas	36,000	24,416	36,000	
Utilities	52,000	42,489	52,000	
Repair & Maintenance	105,000	75,117	95,000	
Travel	3,000	0	3,000	
Training	51,000	31,116	54,000	
Professional Services	121,500	89,943	121,500	
Contract/Donations				
Debt Payment – Principal	180,000	180,000	190,000	
Debt Payment – Interest	61,975	61,975	56,575	
<b><u>Subtotal</u></b>	727,475	604,686	735,075	
<b><u>USE OF FIRE IMPACT FEES</u></b>				
<b><u>Subtotal</u></b>				
Capital Outlay (spend this yr.)		52,114	818,584	
Capital Reserve (future yr.)	445,654	900,478	1,299,048	
<b><u>Subtotal</u></b>	445,654	952,592	2,117,632	
<b>TOTAL</b>	1,538,129	2,003,042	3,305,207	

**BOARD APPROVAL:**

We hereby submit for your review and approval our AMENDED Fiscal Year 2020-2021 budget request.

\_\_\_\_\_  
Chairman Phone

\_\_\_\_\_  
Trustee Phone

\_\_\_\_\_  
Trustee Phone

\_\_\_\_\_  
Trustee Phone

\_\_\_\_\_  
Trustee Phone

\_\_\_\_\_  
Trustee Phone

**GALLATIN COUNTY**  
**FY 2021 CAPITAL OUTLAY REQUEST FORM**  
**(910's, 915's, 920's, 930's, 940's, 950's)**

Definition of Capital Outlay: Each item must have a value of \$5,000 or more and a life expectancy of over two (2) years. 910 is for land; 915 is for software; 920 is for buildings; 930 is for improvements to land, ie: sidewalks, lawn sprinkling systems, etc.; 940's are for equipment or machinery; and 950 is for construction project in progress.

Items to be purchased in FY 2021

District or Library Name		Hyalite Rural Fire District	
Fund Number		7720	
Requested Item/Project Description	Replacement Equipment? (Yes/No)	Justification / Reason	Estimated Total Cost
SCBAs	Yes	Old SCBAs need to be replaced	\$353,875
Radios	Yes	911 Call Center Changing Bands	\$314,709
Ambulance	Yes	Planned Replacement and New Service	\$150,000
Total FY 2021 Requested			\$818,584
Signature			Date

(Insert Additional Rows as Needed)



**Board of Trustees for the Hyalite Rural Fire District**  
**Resolution No. 2020-03**

**Resolution of the Board of Trustees to the Gallatin County Board of  
Commissioners Providing the AMENDED Estimated Annual Expenditures  
for Fiscal Year 2021 for the Hyalite Rural Fire District.**

This resolution was introduced and moved by \_\_\_\_\_, seconded  
by \_\_\_\_\_. The Resolution was adopted by a vote of  
\_\_\_\_\_.

WHEREAS, pursuant to MCA 7-33-2105, the Hyalite Rural Fire District Board of Trustees have the authority to provide adequate and standard firefighting and emergency response apparatus, equipment, personnel, housing , and facilities, including real property, for the protection of the fire district; and

WHEREAS, MCA 7-33-2105 requires the Board of Trustees to prepare annual budgets and request special levies for the budgets of Fire Districts; and

WHEREAS, on December 11, 2020, the Hyalite Rural Fire District posted and published notice of the meeting and a copy of the agenda in which the **Amended** Expenditure budget for Fiscal Year 2021 was to be considered, and

WHEREAS, on December 15, 2020, a meeting of the Board of Trustees of Hyalite Rural Fire District was held to consider the **Amended** Estimated Expenditure Budget for Fiscal Year 2021, and

WHEREAS, a quorum of the Board was present; and

WHEREAS, the Board of Trustees allowed the public to comment on the **Amended** Estimated Expenditure budget for Fiscal Year 2021 in the form of written comment and oral testimony; and

WHEREAS, the Board of Trustees also considered the number of critical apparatus, equipment and structures owned by the District are in need of repair or replacement; and

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. The **Amended** Estimated Expenditure Fiscal Year 2021 budget has been established and is hereby presented as described in Exhibit "A".
2. A copy of this Resolution and attached exhibits shall be forwarded to the Gallatin County Finance Director.

3. If needed, the Finance Director is authorized to balance our preliminary budget calculations by either increasing or reducing our future year Capital reserve to meet expected revenue.

Dated this 15<sup>th</sup> day of December, 2020.

---

Eugene M. (Pete) Geddes, Chairman

---

Justin Miller, Vice-Chairman

---

Nick Shrauger, Secretary

---

Jason Jarrett, Trustee

---

Walt Zidack, Treasurer

**Exhibit A**

**Hyalite Rural Fire District**

**AMENDED Estimated Expenditure Budget**  
**for FY2021**

**GALLATIN COUNTY  
SPECIAL DISTRICT & LIBRARY BUDGET FORM  
AMENDED FY 2020-2021**

FUND NUMBER 7720

DISTRICT NAME Hyalite Rural Fire District

**ANNUAL EXPENDITURE REQUESTED BUDGET**

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Utilities	52,000	42,489	52,000	
Repair & Maintenance	105,000	75,117	95,000	
Travel	3,000	0	3,000	
Training	51,000	31,116	54,000	
Professional Services	121,500	89,943	121,500	
Contract/Donations				
Debt Payment – Principal	180,000	180,000	190,000	
Debt Payment – Interest	61,975	61,975	56,575	
<b><u>Subtotal</u></b>	727,475	604,686	735,075	
<b><u>USE OF FIRE IMPACT FEES</u></b>				
<b><u>Subtotal</u></b>				
Capital Outlay (spend this yr.)		52,114	818,584	
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\_\_\_\_\_  
Chairman Phone

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Trustee Phone

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Trustee Phone

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Trustee Phone

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Trustee Phone

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Trustee Phone

**GALLATIN COUNTY**  
**FY 2021 CAPITAL OUTLAY REQUEST FORM**  
**(910's, 915's, 920's, 930's, 940's, 950's)**

Definition of Capital Outlay: Each item must have a value of \$5,000 or more and a life expectancy of over two (2) years. 910 is for land; 915 is for software; 920 is for buildings; 930 is for improvements to land, ie: sidewalks, lawn sprinkling systems, etc.; 940's are for equipment or machinery; and 950 is for construction project in progress.

Items to be purchased in FY 2021

District or Library Name		Hyalite Rural Fire District	
Fund Number		7720	
Requested Item/Project Description	Replacement Equipment? (Yes/No)	Justification / Reason	Estimated Total Cost
SCBAs	Yes	Old SCBAs need to be replaced	\$353,875
Radios	Yes	911 Call Center Changing Bands	\$314,709
Ambulance	Yes	Planned Replacement and New Service	\$150,000
Total FY 2021 Requested			\$818,584
Signature			Date

(Insert Additional Rows as Needed)

# **Regular Agenda Item 2**

## **Pintler Billing Contract**

**Business Associate Agreement**  
**Between Pintler Billing Services, LLC and \_\_\_\_\_**

This Business Associate Agreement (“Agreement”) between \_\_\_\_\_ and Pintler Billing Services, LLC (hereafter Billing Service) is executed to ensure that Billing Service will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of \_\_\_\_\_ in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

**A. General Provisions**

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

**B. Obligations of Business Associate**

Billing Service agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to \_\_\_\_\_ any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to \_\_\_\_\_ without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Billing Service agree to the same restrictions, conditions, and requirements that apply to Billing Service with respect to such information;

5. Make PHI in a designated record set available to \_\_\_\_\_ and to an individual who has a right of access in a manner that satisfies \_\_\_\_\_'s obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by \_\_\_\_\_, or take other measures necessary to satisfy \_\_\_\_\_'s obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to \_\_\_\_\_ or an individual who has a right to an accounting within 60 days and as necessary to satisfy \_\_\_\_\_'s obligations under 45 CFR §164.528;
8. To the extent that Billing Service is to carry out any of \_\_\_\_\_'s obligations under the HIPAA Privacy Rule, Billing Service shall comply with the requirements of the Privacy Rule that apply to \_\_\_\_\_ when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Billing Service on behalf of \_\_\_\_\_, available to the Secretary of the Department of Health and Human Services for purposes of determining Billing Service and \_\_\_\_\_'s compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if \_\_\_\_\_ notifies Billing Service of any restriction on the use or disclosure of PHI that \_\_\_\_\_ has agreed to or is required to abide by under 45 CFR §164.522; and
11. If \_\_\_\_\_ is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Billing Service agrees to assist \_\_\_\_\_ in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of \_\_\_\_\_'s Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of \_\_\_\_\_ agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting \_\_\_\_\_ of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to \_\_\_\_\_ of any threat of identity theft as a result of the incident.

**C. Permitted Uses and Disclosures by Business Associate**



The specific uses and disclosures of PHI that may be made by Billing Service on behalf of \_\_\_\_\_ include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by \_\_\_\_\_ to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by \_\_\_\_\_ to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Billing Service has been engaged to perform on behalf of \_\_\_\_\_.

**D. Termination**

1. \_\_\_\_\_ may terminate this Agreement if \_\_\_\_\_ determines that Billing Service has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Billing Service shall return to \_\_\_\_\_ or destroy all PHI received from \_\_\_\_\_, or created, maintained, or received by Billing Service on behalf of \_\_\_\_\_ that Billing Service still maintains in any form. Billing Service shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Billing Service

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

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

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

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

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

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

**Pintler Billing Services, LLC**  
P O Box 2458 ~ Eureka, MT 59917  
(406) 297-1627 office ~ (866) 340-2505 office  
(855) 574-5392 fax  
[www.pintlerbillingservices.com](http://www.pintlerbillingservices.com)

**AGREEMENT for BILLING SERVICES**

**THIS AGREEMENT** is made by and between Pintler Billing Services (Billing Company), and Hyalite Rural Fire District (Client), on this \_\_\_\_ day of \_\_\_\_\_, 2020 and effective on the date of signing.

**WHEREAS** Billing Company agrees to provide to Client and Client agrees to purchase from Billing Company upon the terms and conditions in accordance with the schedule and other provisions stated herein,

**AND WHEREAS** this Agreement supersedes and replaces in full any previous agreement between these parties pertaining to the matters addressed in this Agreement. Billing Company and Client agree to the following:

**ASSURANCES:**

- **Compliance.** The parties intend to comply fully with all applicable state and Federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, the Health Insurance Portability and Accountability Act and all applicable state and federal fraud and abuse laws and rules. Billing Company and Client will each be responsible for monitoring and ensuring its own compliance with all applicable state and Federal laws and regulations governing their respective activities pertinent to this Agreement. Client accepts responsibility for knowledge of applicable regulations and laws, and further warrants that patient care provided and activities performed by Client are compliant with all applicable Federal and state laws and regulations. Billing Company accepts only responsibility for knowledge of regulations and applicable laws as they apply to Billing Company activities, and assures Client that Billing Company will maintain the highest level of compliance possible through continued training and education of its staff, and certification of at least one staff member as a Certified Ambulance Compliance Officer (CACO) through the National Academy of Ambulance Compliance (NAAC). Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.
- **No Responsibility for Other Party's Compliance.** Neither party is responsible for the compliance of the other party with Federal and state laws and regulations applicable to that other party. Each party accepts full responsibility for compliance with all requirements that apply to that party and to the possible repercussions for failing to satisfy those requirements.
- **Exclusive Agreement.** Client warrants to Billing Company that this Agreement is and shall be the exclusive agreement for Client's EMS billing during the term of this Agreement.

**CLIENTS:**

- **Delivery of Documents and Information for Billing.** Client will provide Billing Company with all information and documents needed by Billing Company to make billing decisions and bill claims for Client. Client shall do this by US mail, secure web portal, electronic PCR software, fax, or in person *at least weekly* unless other arrangements have been made and both parties have

agreed upon a change in delivery arrangements. Client shall provide Billing Company with true and accurate billing information, including, but not limited to: patient demographic information, completed signature forms as required by law, complete documentation of services provided, changes in crew members or their licensure, payments and insurance remittance received, referral or authorization numbers and/or documents, and/or other necessary medical documentation. Client also agrees to provide Billing Company with any new/updated information within one week of receipt of such information. Client warrants that all information provided to Billing Company for billing purposes will be true and accurate to the best of its knowledge. Client will keep original documents and provide Billing Company with clear copies in either paper or electronic form. All documents provided to Billing Company will become the sole property of Billing Company except, upon termination of this Agreement, any protected health information provided to Billing Company by Client or created by Billing Company on behalf of Client shall be handled as provided in the Business Associate Agreement between the parties.

- **PCR Responsibilities:** Client agrees that the sole responsibility for maintenance of the relationship with its ePCR vendor, including subscription, passwords, and administration, belongs to Client. Assignment to Billing Company by Client within electronic PCR software shall constitute delivery of information to Billing Company. Client agrees to provide access to its ePCRs through the electronic PCR software to Billing Company, and agrees that a lapse in the access or subscription to the electronic PCR software shall void Billing Company duties to retrieve billing information. Client remains the custodian of the PCR and medical records, though Billing Company shall retain a copy for billing documentation and support. All requests by third parties for medical records shall be directed to Client for fulfillment, with the exception of records requests for purposes of treatment or payment by receiving hospitals and responsible payers, including insurance companies, which may be handled by Billing Company. Routine records requests required to facilitate payment will be handled by Billing Company.
- **Claims Processing and Follow-up.** Billing Company will process Client's trip reports and submit insurance claims, electronically or on paper (as required by payer), to insurance carriers as soon as possible upon receipt of billing information but never more than five (5) days after billing information is received by Billing Company from Client, provided the billing information is complete upon receipt as detailed above and is received from Client on a regular schedule of at least weekly. Billing Company will bill patients monthly for co-payments or private payments due to Client. Billing Company will track claims submitted and any delinquent claims will be pursued by Billing Company. Billing Company will generate aging reports monthly and will investigate past due claims and patient account issues. Payment plans for patients, if established by Client policy, will be tracked by Billing Company and delinquent patient accounts will be presented in report form to Client for consideration of referral to an outside agency for collection action. At the direction of Client, Billing Company will negotiate payment plans with patients and/or supply patients with a financial hardship waiver request form. Past due accounts will be sent by Billing Company to Centron Services, a Montana collections agency (or agency selected by Client), at the direction of Client.
- **Monthly Reports.** Billing Company will generate monthly reports detailing activity related to claims and patient billing, including: aging, total revenue, total charges, patients receiving statements, and any other matters agreed upon between Client and Billing Company.
- **Patient and Client Staff Questions.** Billing Company will provide a telephone number for questions and inquiries from patients and staff of Client. All questions from patients and staff of Client will be answered by Billing Company immediately when possible, but never longer than one business day after receipt. If a transition from a prior Billing Company is involved, Billing Company will provide unlimited assistance via email or phone to Client crew and managers

regarding completion of transition from previous Billing Company, specific trip report documentation and completion questions, and general questions regarding any aspect of Billing Company services for Client. One live (on-site or virtual) documentation training per year for Client's crews and other designated staff is included at no additional charge.

- ***Patient Benefits, Prior Authorization and Referrals.*** Billing Company will perform verification of patient benefits for Client upon receipt of complete patient insurance and demographic information. Client will be responsible for prior authorizations and/or referral procurement where required prior to transport, although Billing Company shall inform and educate Client of requirements for authorizations and referrals whenever possible. Billing Company is not responsible for denied claims, including but not limited to any denials due to policy exclusions, benefit limits, or insurance company decisions.
- ***Refund Requests and Refunds.*** Billing Company will investigate and, as necessary, dispute any refund requests by insurance companies made to Client. In the event that a refund is due, Client agrees to pay the refund amount to the insurance company, patient, or other party to whom the refund is due within the time frame required by law. If there is a refund paid by Client, Billing Company will then refund to Client the amount corresponding to the percentage billed by Billing Company of the amount collected by Client that it subsequently refunded.
- ***Processing and Reporting of Claim Payments.*** Billing Company will provide a PO Box as a payment address for remittance of physical payments. Billing Company will collect mail from the PO Box daily and payments received for Client will be deposited in Client's account biweekly. Client will provide deposit slips and a deposit stamp to Billing Company, and Billing Company will deposit payments physically or via US Mail depending on bank location of Client. A detailed report of all deposit items will be sent via secure web portal by Billing Company to the Client office for reference and archival purposes. At the request of Client, a separate notification will be sent by Billing Company to any County Treasurer's office, bookkeeper's office, or other individual or entity designated by Client.
- ***Assistance in Updating Enrollment Information and Address Changes.*** Billing Company will provide assistance to Client in updating enrollment information pertaining to Billing Company with Medicare, Medicaid, BlueCross BlueShield, and other major insurance carriers. Billing Company will also notify payers of address changes as necessary. Billing Company will also provide assistance with enrollment in EFT (and associated ERA) processes with payers as available.
- ***Back-up Procedures.*** Billing Company will maintain electronic copies of all software, billing programs, and billing records offsite in a HIPAA-compliant manner. Billing Company will contract with a third-party storage company or companies to use state-of-the-art systems for data preservation and, if necessary, restoration of systems.

#### **CHARGES AND FEES:**

- ***Charges and Payments for Clients.*** Client agrees to pay Billing Company for herein described services at a rate of 8% of the amount received by Client from all revenue it receives as a result of Billing Company efforts. Billing Company will provide Client with a monthly statement and monthly reports detailing all transactions that occurred during the previous month. Billing Company will invoice Client at the beginning of each month for claim payments received during the previous month. Payment will be due within ten (10) days of Client's receipt of the invoice.
- ***Clearinghouse Subscription and Patient Statement Costs.*** Client will also be responsible for the cost of the clearinghouse subscription and sending patient statements. These charges may not

exceed \$33/month and \$1.50 per patient statement per month respectively.

- ***Start-up Fee.*** Client will be responsible for a one-time start-up fee of \$ N/A payable with payment of first invoice.
- ***Monthly Statements of Transactions, Costs and Charges.*** Billing Company will describe the aforementioned costs, and any selected Optional Clients and their costs in a detailed monthly statement identifying each transaction to allow for exact reconciliation. Costs may not exceed reasonable and necessary costs for processing claims and procuring payment for Client.
- ***Suspension of Billing for Non-payment of Fees.*** Client agrees to pay Billing Company within ten (10) working days from date of invoice. Billing Company reserves the right to suspend billing for consistent non-payment or untimely payment by Client.
- ***Changes to the Agreement.*** Billing Company and Client shall retain the right to review and possibly negotiate different terms of this Agreement as circumstances dictate. Any changes to the rate for the Clients provided by Billing Company will be addressed in an addendum to this Agreement. Billing Company reserves the right to alter the rate of compensation for its Clients upon submission of sixty (60) days prior written notice to Client.

#### **OPTIONAL CLIENTS:**

- Additional in-person or webinar trainings in compliance, compliance plan creation, and documentation shall be available to Client by Billing Company, with the rate to be negotiated at time of request. In the event that additional services are requested by Client, an addendum to this Agreement will be executed to address those additional services.

**TERMS:** Billing Company and Client agree that this Agreement shall be valid for **one year**, and will automatically renew annually thereafter, unless either party requests a change in writing as detailed in the Termination section.

**TERMINATION:** This Agreement may be canceled by Client by giving Billing Company sixty (60) days prior written notice. This Agreement may be canceled by Billing Company by giving Client sixty (60) days prior written notice. This Agreement may be canceled immediately by either party upon written notice to the other party if any intentional wrongdoing occurs which violates the terms set forth herein. Upon termination of this Agreement, the parties agree to the following:

- Client will remit immediately to Billing Company all fees owed to Billing Company.
- Billing Company will pursue payment for all services provided by Client which have already been billed.
- With respect to services provided by Client for which it has provided billing information to Billing Company and for which Billing Company has not yet billed, Client will continue to provide necessary information pertaining to those services until all billing is completed or sixty (60) days has passed, whichever is less, unless the termination is a result of wrongdoing or failure to pay, which would result in immediate cessation of billing activities. Client shall be responsible for the billing of claims that have not been billed by Billing Company within sixty (60) days after termination of this Agreement.
- Billing Company will maintain electronic copies of all billing information for ten (10) years after termination of this Agreement. Copies of billing documents will be made available in digital form from Billing Company to Client at the request of Client upon termination of this Agreement, at a

rate of \$.05 per page. Billing Company reserves the right to withhold copies of records in cases where charges and fees are not paid in full by Client.

**WARRANTY:** The warranty of Billing Company under this Agreement shall be limited to the re-running, at its own expense, of any inaccurate reports or claims, as errors become apparent and where inaccuracies were caused solely as a result of the performance of Billing Company.

**LIMITATION OF LIABILITY:** Client agrees that the foregoing warranty made by Billing Company in this Agreement is in lieu of all other warranties, expressed or implied, including but not limited to any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity. Client further agrees that Billing Company shall not be liable to Client or any person claiming through or under Client for any expense of any kind whatsoever or for any lost profits or damages of any kind whatsoever caused and in no event shall Billing Company be liable for loss of business or other consequential damages even if Billing Company has been advised of the possibility of such damages. Billing Company has no liability to Client if data or records maintained by Billing Company are destroyed by fire, theft, acts of God, or other cause. In the event of a Billing Company computer system malfunction, for whatever reasons, or inability to access computer, Billing Company shall not be liable for damage to or loss of any Client data that has been entered into the computer system. However, Billing Company will use its best efforts to minimize the possibility of such damage to or loss of Client data by use of regular computer backup procedures. Client agrees to hold Billing Company harmless from any liability resulting from violations of state or Federal regulations relating to the extension of credit or handling of accounts receivable directed by policy of, or direction from, Client. Client agrees to aid in the defense of Billing Company in any such state or Federal proceeding. Billing Company certifies to Client that Billing Company will maintain a Compliance Plan for third-party medical billing company compliance with state and Federal laws and regulations and will abide by the requirements therein.

**INDEMNIFICATION:** Client shall hold harmless, indemnify and defend Billing Company against any and all claims, causes of action, and damages including, but not limited to, overpayment or false claims liability to any government agency, third party payer, financially responsible party, contractor, carrier or insurer, to the extent caused by any act or omission, including but not limited to supplying inaccurate, incomplete, false or fraudulent information, on the part of Client or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorney's fees. Billing Company agrees to indemnify, defend and hold harmless Client and/or its employees, officers, directors and agents from any and all claims, losses, damages, liabilities and expenses, including reasonable attorney's fees, arising from the acts or omissions of any Billing Company agent, servant, contractor or employee and which relates to the services performed by Billing Company under this Agreement.

**GENERAL:** The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Billing Company and Client. Billing Company is entitled to reasonable attorney's fees for the enforcement of this Agreement at any stage of enforcement proceedings, including appeal. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any subsequent default or breach of the same or of a different kind. This Agreement constitutes the whole contract between the parties and may be changed only by an addendum signed by both parties.

**CONFIDENTIALITY:** Neither Billing Company nor Client shall, during the term of this

Agreement or any extension hereof, for any reason, disclose to any third party any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. For purposes of this Agreement, "proprietary information" shall include, but not be limited to audit requests, audit results, billing processes, and subscriber lists.

#### **HIPAA BUSINESS ASSOCIATE AGREEMENT:**

The Business Associate Agreement between covered entity Client and business associate Billing Company applicable to the parties under this Agreement is attached hereto as Attachment A. This Agreement is the Underlying Agreement referred to therein.

**INDEPENDENT CONTRACTOR RELATIONSHIP:** Billing Company and Client stand in an independent contractor relationship to one another and shall not be considered as joint venturers or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Billing Company to any entity for any debts, liabilities or obligations incurred by or on behalf of Client.

**NOTIFICATION OF ACTUAL OR POTENTIAL VIOLATION OF LAW:** If either party becomes aware of any actual or potential violation by the other party, whether intentional or inadvertent, of any applicable state or Federal statute or regulation, it shall promptly notify the other party.

#### **WARRANTY OF NON-EXCLUSION FROM GOVERNMENT HEALTH CARE**

**PROGRAMS:** Each party to the Agreement represents that: (i) it is not currently excluded, or threatened with exclusion, from participating in any Federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party also agrees to notify the other of any imposed exclusions or sanctions during the term of this Agreement covered by this warranty. The notified party reserves the right to terminate the Agreement upon receipt of such notice. Client further warrants that it will check the List of Excluded Entities and Individuals (LEIE) maintained by the Office of Inspector General of the United States Department of Health and Human Client on a recurring basis and will not utilize an excluded or improperly credentialed individual on any Client that it requests Billing Company to bill. Billing Company further warrants that it will likewise review the LEIE on a recurring basis and not utilize any excluded individual to process Client claims.

**PREVENTION OF PERFORMANCE:** If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

**ASSIGNMENT:** This Agreement may not be assigned to any third party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of all successors and assigns.

**HEADINGS:** The headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect the meaning, construction or effect of any provision of this Agreement.

**NO THIRD PARTY RIGHTS:** This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third party beneficiary or status or rights in any patient, subscriber or other person or entity. No third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

**NOTICES:** Notices required to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the issuing party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier Client).

Pintler Billing Services, LLC:

Leslie Graves  
PO Box 2458  
Eureka Montana 59917  
[leslie@pintlerbillingservices.com](mailto:leslie@pintlerbillingservices.com)

Hyalite Rural Fire District

Chief Jason Revisky  
4541 S 3rd  
Bozeman, MT 59715  
[jrevisky@hyalitefire.org](mailto:jrevisky@hyalitefire.org)

**GOVERNING LAW:** This Agreement shall be deemed to have been made and entered into in the State of Montana and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles.

**FORUM SELECTION:** The Parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the District Court of Lincoln County, Montana, or the United States District Court for the District of Montana.

**SEVERABILITY:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General of the United States Department of Health and Human Clients to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**AUTHORIZATION OF AGREEMENT:** Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly



authorized and the individuals executing this Agreement on behalf of each party has full power and authority to do so.

**ACCEPTANCE BY:**

Pintler Billing Services

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Leslie Graves, Owner  
Print Name and Title

\_\_\_\_\_  
Print your Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **Regular Agenda Item 3**

## **Bond Re-Financing**

**Jackson, Murdo & Grant, PC**

**Resolution and Engagement  
Letter**

# JACKSON, MURDO & GRANT, P.C.

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December 10, 2020

Chairman Pete Geddes  
Hyalite Rural Fire District  
4541 S. 3rd Rd.  
Bozeman, MT 59715

Re: Bond Counsel Proposal for Refinancing of the \$2,900,000 Sourdough Rural Fire District  
General Obligation Bonds, Series 2013

Dear Chairman Geddes:

This letter outlines our understanding of the services that are expected to be provided to assist the Hyalite Rural Fire District (the "District") in refinancing its \$2,900,000 Sourdough Rural Fire District General Obligation Bonds, Series 2013, with a Series 2021 Refunding Bond (the "Series 2021 Refunding Bond").

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds. We agree to perform such services and undertake such additional duties as we deem necessary to render our approving opinion as to the above-referenced financing.

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the 2021 Refunding Bond, the source of payment and security for the 2021 Refunding Bond, and the excludability of interest on the 2021 Refunding Bond from gross income for federal income tax purposes and state individual income tax purposes and state individual income tax purposes;
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the 2021 Refunding Bond, coordinate the authorization and execution of such documents, and review the steps taken for repayment of the 2021 Refunding Bond;
- (3) Assist the District in seeking from other governmental authorities such approvals, permissions, and exemptions as are necessary or appropriate in connection with the authorization, issuance, and delivery of obligations;

(4) Review legal issues relating to the structure of the 2021 Refunding Bond issue, including those under the tax Code; and

(5) Advise and assist the District with any continuing disclosure requirements for the 2021 Refunding Bond.

Our Bond Opinion will be addressed to the District and the purchasers of the Series 2021 Refunding Bond and will be delivered by us on the date the 2021 Refunding Bond is exchanged for the refunded bond (the Closing).

The Bond Opinion will be based on facts and law existing as of its date. In rendering the Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the District with applicable laws relating to the 2021 Refunding Bond. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the 2021 Refunding Bond and its security. We understand that you will direct other employees of the District to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (1) Preparing requests for tax ruling from the Internal Revenue Service;
- (1) Preparing Blue Sky or Legal Investment Surveys with respect to the obligations;
- (2) Drafting constitutional or legislative amendments;
- (3) Pursuing test cases or other litigation;
- (4) Making an investigation or expressing any view of the creditworthiness of the issuer of the bonds;
- (5) Interest Rate Swaps or Float Forward Agreements;
- (6) Responding to Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations;
- (7) Providing post-closing advice; and,
- (8) Providing financial advice.

Upon execution of this engagement letter, the District will be our client and an attorney-client relationship will exist between us. Our services as bond counsel are limited to those contracted for in this letter. The District's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the District will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the District and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the 2021 Refunding Bond. Nevertheless, subsequent to Closing, we will sign and mail the appropriate Internal Revenue Service Form

8038G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the 2021 Refunding Bond.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the refinancing represented by the 2021 Refunding Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the refinancing; and (iv) the responsibilities we will assume in connection therewith, we currently estimate our fee will be \$5,000 for this refinancing. Our fee may vary: (a) if the principal amount of 2021 Refunding Bond actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing.

We agree that the terms of this proposal may be considered as contract terms upon the District's acceptance of the proposal and an authorized signature in the space provided below.

Very truly yours,

JACKSON, MURDO, & GRANT, P.C.

By: /s/ Nathan Bilyeu  
Nathan Bilyeu

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If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

ACCEPTED AND APPROVED

Hyalite Rura Fire Disitirct

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

Its: \_\_\_\_\_

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

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF TRUSTEES OF HYALITE  
RURAL FIRE DISTRICT, GALLATIN COUNTY, MONTANA,  
RELATING TO THE DISTRICT'S GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2021; AUTHORIZING THE  
ISSUANCE AND PRIVATE NEGOTIATED OR PUBLIC SALE  
THEREOF VIA D.A. DAVIDSON & CO AS PRIVATE  
PLACEMENT AGENT OR UNDERWRITER.

This Resolution was introduced by \_\_\_\_\_, \_\_\_\_\_; moved by Trustee  
\_\_\_\_\_ and seconded by Trustee \_\_\_\_\_. The Resolution was adopted  
\_\_\_\_\_.

BE IT RESOLVED by the Board of Trustees (the "Board") of Hyalite Rural Fire District, Gallatin County, Montana—formerly the Sourdough Rural Fire District, Gallatin County, Montana (the "District"), as follows:

Section 1. Recitals. In 2013 the District, after at an election duly called, noticed, and held on November 6, 2012, issued its \$2,900,000 Sourdough Rural Fire District General Obligation Bonds, Series 2013, payable over 15 years, for the purpose of constructing, equipping, and financing a new fire station in the District (the "Series 2013 Bonds"). The Series 2013 Bonds are subject to redemption at the option of the District on January 1, 2021. The Board hereby determines that, subject to the parameters detailed in Section 3 below, it is desirable and in the best interest of the District to issue the authorized refunding bonds and sell them in a private negotiated sale or public offering, as authorized by Sections 7-33-2109 and 7-7-2254, Montana Code Annotated.

Section 2. Authorization. Such bonds shall be denominated "Hyalite Rural Fire District General Obligation Refunding Bonds, Series 2021" (the "Series 2021 Refunding Bonds"), and shall be issued in the aggregate principal amount necessary to provide funds sufficient for full redemption the Series 2013 Bonds.

Section 3. Sale of Bonds. Pursuant to Montana Code Annotated, Sections 7-7-2254 and 7-33-2109(6), this Board hereby determines that it would be in the best interests of the District to sell the Series 2021 Refunding Bonds at either a private, negotiated sale or public offering. D.A. Davidson & Co., headquartered in Great Falls, Montana (the "D.A. Davidson"), will serve as either the private placement agent or underwriter of the Series 2021 Refunding Bonds. The Series 2021 Refunding Bonds shall be sold on terms and at a purchase price within the following limitations: (1) the debt service payable on the Series 2021 Refunding is such that the net present value savings to be achieved by the refunding is not less than 3.00% in accordance with industry standards; (2) the true interest cost rate on the Series 2021 Refunding Bonds shall not exceed 2.25%; (3) the average annual interest rate on the Series 2021 Refunding Bonds is at least fifty-hundredths percent (0.50%) less than the average annual interest rate on the Series 2013 Refunded Bonds pursuant to State law (the average coupon the Series 2013 Bonds is currently 3.56%); (4) the final maturity date of the Series 2021 Refunding Bonds is not later than the final maturity date of the Series 2013 Refunded Bonds of July 1, 2028; and (5) the private placement agent fee or underwriter's discount,

as applicable, shall not exceed 0.80-1.10% of the principal amount of the Series 2021 Refunding Bonds depending on the type of financing. All costs of issuing the Series 2021 Refunding Bonds (including, without limitation, the private placement agent fee or underwriter's discount, the fees and expenses of bond counsel, the fees of the paying agent and registrar and escrow agent, and any other issuance costs as necessary as approved by the Refunding Bond Committee) shall be paid by the District from Bond proceeds.

The Board Treasurer, one other Board member (as designated by the Board) and the District Administrative Assistant (the "Refunding Bond Committee") are hereby authorized and directed to approve the principal amounts, purchase price, maturity dates, interest rates, and conditions pertaining to the purchase and sale of the Series 2021 Refunding Bonds as long as the parameters above are satisfied. The form of the Series 2021 Refunding Bonds and the security therefor shall be prescribed by a subsequent resolution to be adopted by this Board.

Section 4. Marketing & Placement. The Refunding Bond Committee and other officers of the District, in cooperation with D.A. Davidson, are hereby authorized and directed to cooperate with D.A. Davidson in providing the materials and information necessary for marketing the Series 2021 Refunding Bonds for a bank direct placement or to prepare a Preliminary Official Statement to be distributed by the D.A. Davidson in the event a public offering of the Series 2021 Refunding Bonds is deemed by D.A. Davidson to be advantageous to the District. In the event a public offering is deemed advantageous, the Refunding Bond Committee is hereby authorized and directed on behalf of the District to approve a Preliminary Official Statement, and to deem it a "final" official statement as of its date in accordance with Rule 15c2-12(b)(1) promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934.

Passed and adopted by the Board of Trustees of Hyalite Rural Fire District, Gallatin County, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_, Chairman

Attest: \_\_\_\_\_  
Secretary



# **Regular Agenda Item 4**

**May 4, 2021 Trustee Election**

**RESOLUTION NO. \_\_\_\_\_**

**HYALITE RURAL FIRE DISTRICT**

**A RESOLUTION CALLING FOR A TRUSTEES ELECTION**

WHEREAS, Section 7-33-2106, MCA, requires that the trustees of the rural fire district are to be elected and can only be appointed by the county commissioners if no nominations are made for the trustee offices; and

WHEREAS, candidates for the office of trustee of the fire district to be filled by the election may file their Declaration of Candidacy form at least 85 days before the election day; and

WHEREAS, the Montana election laws require the election to be held on school election day, which is May 4, 2021 and

WHEREAS, the trustees of the fire district have determined that \_\_\_\_ trustee position(s) will expire in May, 2021; and

WHEREAS, the trustees find that it is necessary to elect \_\_\_\_ trustee(s) at the election in 2021.

**NOW THEREFORE, BE IT RESOLVED:**

1. A trustee election for the above-named rural fire district to elect \_\_\_\_ trustee(s) shall be held on May 4, 2021.
2. A Declaration of Candidacy form for trustee may be filed with the Gallatin County Election Department no later than February 8, 2021. If the number of candidates is equal to or less than the number of positions to be elected, the county governing body shall declare elected by acclamation each candidate who filed a nominating petition for a position. If a nomination is not made for one or more trustee positions, the county governing body shall appoint one or more trustees as necessary to fill those positions.

Dated this \_\_\_\_\_ day of December, 2020.

**BOARD OF TRUSTEES**

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

# **Regular Agenda Item 5**

## **Renewal of Accident and Liability Policies**



*Glatfelter  
Insurance  
Group*

*A Tradition of Service, Founded on Trust.*

Dear Valued Client:

Thank you for choosing to insure your members with the VFIS Accident and Sickness Program. We share your interest in providing financial security to emergency responders who are injured in the line of duty.

As required, we are providing you with the Glatfelter Insurance Group (GIG) and AIG privacy notices. VFIS, a division of GIG has underwritten Emergency Service Organizations for nearly 40 years.

Emergency responders are at risk of injury on every call, training and department activities. National events have created awareness in our local communities about these dangers. VFIS remains committed to education and training programs that will prevent or reduce the number of serious incidents.

Please visit [vfis.com](http://vfis.com) to access the following:

- **Beneficiary Forms** – review annually to update due to life changes, like marriage. Current beneficiary forms should be retained on file with the department.
- **Claim reports and Attending Physician Statements** – to report injury or illness.
- **Education, Training and Risk Control** programs – utilize for loss prevention.
- **Posters and Literature** – to create awareness and promote safety. Contact Lori Gunderson at 800-233-1957, extension 7291 or at [lgunderson@glatfelters.com](mailto:lgunderson@glatfelters.com).
- **Newsletters and Articles** – with valuable information on current topics and events.

The National Volunteer Fire Council and American Addiction Centers created a Firefighter/EMS Assistance Program. We encourage you to take advantage of this service created by and for emergency responders. Support is a phone call away at 888-731-3473 or visit [NVFC.org/help](http://NVFC.org/help) for additional information regarding the **Share the Load** campaign.

Thank you for responding to the call for service. We appreciate your business and thank you for insuring with VFIS. Please contact your local agent or VFIS at 800-233-1957.

Sincerely,

Troy Markel, CIC, CRM  
President VFIS

Michael A. Baker, CPCU, CRM  
Director, VFIS Risk Control





Call Our Confidential Fire/EMS helpline at:

**1-888-731-FIRE (3473)**

# IF YOU SEE NO WAY OUT THEN JUST REACH OUT

**MAKE THE CALL TO MAKE THINGS BETTER**

Talk to someone you love. Talk to a friend or colleague.  
Or, talk to counselors trained and experienced in  
the firefighter and EMT culture by calling the national  
Fire/EMS Helpline: **1-888-731-FIRE (3473)**.

**Find resources to Share the Load at [www.nvfc.org/help](http://www.nvfc.org/help).**

**PERSISTENT SADNESS • SUICIDAL THOUGHTS  
SUBSTANCE ABUSE • WORK/LIFE STRESSES**

The Fire/EMS Helpline is in partnership with American Addiction Centers.  
Have questions about the Share the Load™ program? Dial 202-887-5700.







FACTS	WHAT DOES GIG DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>Name, address, age, Social Security number, marital status, assets, income, credit history, demographic information, IP address, browser information</li> <li>Products or services purchased, account balances and payment history, employment information, motor vehicle reports, medical information</li> </ul>
<b>How?</b>	Financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GIG chooses to share; and whether you can limit this sharing.

Reasons we can share your nonpublic personal information	Does GIG share?	Can you limit sharing?
<b>For our everyday business purposes</b> — as permitted or required by law, such as to process your transactions, maintain your account(s), conduct research including data analytics, respond to court orders/legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>To limit our sharing / Questions?</b>	<b>Call us at (800) 233-1957 and ask for the Privacy Coordinator.</b> <b>Please note:</b> When you are no longer a customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	

<b>Who we are / Companies to which this notice applies</b>
This notice applies to, and is being provided on behalf of, the following Glatfelter Insurance Group affiliates: Arthur J. Glatfelter Agency, Inc., GIG of Missouri, Inc., Glatfelter Brokerage Services, Glatfelter Claims Management, Inc., Glatfelter Commercial Ambulance, Glatfelter Healthcare Practice, Glatfelter Insurance Services, Glatfelter Program Managers, Glatfelter Public Practice, Glatfelter Religious Practice, Glatfelter Underwriting Services, Inc., The Insurancenter, Susquehanna Agents Alliance, LLC, The Glatfelter Agency, Inc., VFIS, and Volunteer Firemen's Insurance Services, Inc.

What we do	
How does GIG protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, electronic, and procedural safeguards. We require and train our employees to comply with our privacy standards and policies, which are designed to protect customer information.
How does GIG collect my personal information?	We collect your personal information, for example when you: visit our websites, apply for insurance or pay insurance premiums, file an insurance claim or give us your income information, provide employment information. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: sharing for affiliates' everyday business purposes – information about your creditworthiness, affiliates from using your information to market to you, sharing for nonaffiliates to market to you. State laws may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>Our affiliates are companies with which we share common ownership and which offer P&amp;C, life and health, and certain benefit products.</li></ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>GIG does not share with nonaffiliates so they can market to you.</li></ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>Our joint marketing partners include insurance companies and other companies that provide financial products and services.</li></ul>

<b>Other important information</b>
<p><b>CA and VT Residents:</b> We will not share your information except for our everyday business purposes, for marketing our products and services to you, as required by law, or with your consent. For VT Residents, we also will not share your credit information to our affiliates without your consent. <b>NV Residents:</b> We are providing this notice to you pursuant to NV state law. To stop marketing calls from us follow the directions in the section "To limit our sharing." NV law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone #: 702-486-3132; email: bcpinfo@ag.state.nv.us.</p> <p><b>For more information, contact:</b> Glatfelter Insurance Group, Attn: Privacy Coordinator, P.O. Box 2726, York, Pennsylvania 17406, (717) 741-0911, or visit <a href="http://www.glatfelters.com/privacy-policy">www.glatfelters.com/privacy-policy</a>. This privacy page on our website includes a Google Analytics opt-out link.</p>

# **HIPAA PRIVACY NOTICE**

**This HIPAA Privacy Notice is effective as of October 16, 2017.**

1. **Statement of Our Duties.** We are committed to protecting the privacy of your protected health information (PHI). PHI is your individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer, or health care clearinghouse which is then provided to us and that relates to: (i) your past, present or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present or future payment for the provision of health care to you. We are required by law to maintain the privacy of your PHI and to provide you with this notice of our privacy practices and legal duties. We are required to abide by the terms of this notice.

**WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THIS NOTICE AND MAKE ANY NEW PROVISIONS EFFECTIVE TO ALL OF THE PHI WE MAINTAIN ABOUT YOU. IF WE CHANGE OUR NOTICE, WE WILL POST IT ON OUR WEBSITE AND SEND YOU A COPY IN OUR ANNUAL MAILING, OR YOU MAY OBTAIN A COPY OF THE REVISED NOTICE BY CONTACTING OUR PRIVACY COORDINATOR USING THE INFORMATION IN PARAGRAPH 9.**

2. **Statement of Your Rights.** You have a right to know how we may use or disclose your PHI. This notice informs you of those uses and disclosures. There are certain uses and disclosures of your PHI that we are permitted or required to make by law without your permission. For all other uses and disclosures, we first must obtain your permission or written authorization. In addition, you have the following rights:

- The right to request, in writing, that we place additional restrictions on our uses and disclosures of your PHI. However, we are not obligated to agree to impose any such additional restrictions.
- The right to access, inspect and copy the protected information pertaining to you that we maintain in our files about you, and the right to have us correct or amend any information that we create in error. Requests to access or amend your PHI must be made in writing and sent to the contact person and address provided in paragraph 9.
- The right to receive an accounting of the disclosures of your PHI that we make for purposes other than activities related to your treatment, or our payment functions or other health care operations. You must request an accounting in writing by contacting us at the address in paragraph 9. Your request may be for disclosures made up to 6 years before the date of your request, but in no event, for disclosures made before April 14, 2003.
- The right to request, in writing, that you receive communications about your PHI in a confidential manner, for example, by alternative means or an alternative location, such as your work address or work email.
- The right to request an amendment to your PHI if you believe that your PHI is incorrect or incomplete. Your request must be in writing and explain why the PHI should be amended.
- The right to obtain a paper copy of this notice from us on request.

3. **Information We Collect About You.** In order to administer your health benefit programs effectively, we collect the following categories of PHI about you from the following sources:

- PHI that we obtain directly from you, in conversations or on applications or other forms that you fill out.
- PHI that we obtain as a result of our transactions with you.
- PHI that we obtain from your medical records or from medical professionals, which is provided by you or to us with your permission.
- PHI that we obtain from other entities, such as health care providers or other insurance companies, in order to service your policy or carry out other insurance-related needs.

4. **Uses and Disclosures of Protected Information.**

A. ***For Treatment, Payment and Operations.*** In order to administer your health benefit programs effectively, we use and disclose PHI for certain of our activities, including:

- **To Carry Out Treatment Functions.** We may use or disclose your PHI without your permission to enable health care providers to provide you with treatment.
- **To Carry Out Payment Functions.** We may use or disclose your PHI without your permission to carry out activities relating to reimbursing you for the provision of health care, obtaining premiums, determining coverage, and providing benefits under the policy of insurance that you are purchasing, such as enabling a health care provider to make payment arrangements. Such functions may include reviewing health care services with respect to medical necessity, coverage under the policy, appropriateness of care, or justification of charges.
- **To Carry Out Certain Operations Relating To Your Benefit Plan.** We also may use or disclose your PHI without your permission to carry out certain limited activities relating to your health insurance benefits, including reviewing the competence or qualifications of health care professionals, placing contracts for stop-loss insurance and conducting quality assessment activities.
- **To facilitate the underwriting of insurance;** however, we are prohibited from using or disclosing your genetic information for the purpose of underwriting insurance.

B. ***Uses and Disclosures of PHI to Other Entities.*** We also may use and disclose PHI to other covered entities, business associates or other individuals (as permitted by the HIPAA Privacy rule) who assist us in administering your benefit plan and delivering services to its members. In connection with our payment and operations activities, we may contact individuals and other entities ("Business Associates") to perform various functions on our behalf or to provide certain types of services (such as enrollment or member service support). To perform these functions, Business Associates must agree in writing to contract terms designed to appropriately safeguard your PHI.



C. Other Possible Uses and Disclosures of PHI. We may use and disclose your PHI without your written permission for the following purposes:

- To plan sponsors of your group health plan to permit the plan sponsor to perform administrative functions, such as to address member questions, concerns or issue regarding claims, benefits, services, coverage, etc., and summary health information about enrollees in the plan to obtain premium bids for health insurance coverage offered through the group health plan or to modify, amend or terminate your group plan.
- To the extent that federal or state law requires the use or disclosure, such as to Health and Human services upon request for purposes of determining compliance with federal privacy laws, as required by law enforcement officials or pursuant to a court order or subpoena.
- As authorized by and to the extent necessary to comply with workers' compensation or other similar programs that provide benefits for work-related injuries or illnesses.
- As authorized by law and to the extent necessary to service insurance policies and benefits that are exempt benefits, such as in connection with servicing life, disability, property and casualty, accident and sickness, workers' compensation and auto insurance or other similar insurance coverage under which benefits for medical care are secondary or incidental to other insurance benefits.
- To a public health authority for purposes of public health activities as permitted or required by law.
- To a coroner/medical examiner for purposes of identifying a deceased person, determining cause of death or for such official to perform other duties authorized by law. Also to funeral directors so they may carry out their duties, and to organizations that handle organ, eye or tissue donation or transplantation.
- To a government authority, including a social service or protective services agency, authorized to receive reports of abuse, neglect or domestic violence or to prevent a serious threat to the health or safety of the public.

D. For Any Purposes to Which You Have Not Objected. Unless you object, we may disclose your PHI to a friend or family member that you have identified as being involved in your health care. We also may disclose your PHI to an entity to assist in disaster relief efforts and so that your family can be notified about your condition, status and location. If you are not present or able to agree to these disclosures of your PHI, then we may determine whether the disclosure is in your best interest.

E. As Permitted By Plan Documents. In certain limited circumstances where we may be acting as a third party administrator, we may disclose your PHI to plan sponsors pursuant to the restrictions imposed on the plan sponsor in the sponsor's plan documents.

5. Required Disclosures of Your PHI. We are required to disclose your PHI to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining compliance with the HIPAA Privacy Rule. We are required to disclose to you most of your PHI that is in a "designated record set" when you request access to this information. We are also required to provide, upon written request, an accounting of any disclosures of PHI that are for reasons other than payment or health benefits operations.

6. Other Uses and Disclosures of Your PHI. Sometimes we are required to obtain written authorization for use and disclosure of your health information. The uses and disclosures that require an authorization under 45 C.F.R. §164.508(a) are: (i) for marketing purposes; (ii) if we intend to sell your PHI; or (iii) for psychotherapy notes. We do not and will not sell or share your PHI with any non-affiliated third party for any purpose unless you authorize it or it is otherwise permitted by law. Other uses and disclosures of your PHI that are not described above will be made only with your written, permission, and any permission that you give us may be revoked by you at any time. However, the revocation will not be effective for information that we already have used or disclosed, relying on the authorization.

7. Questions and Complaints About Use of PHI. If you want more information about our privacy policies or practices or have any questions or concerns, please contact us using the information in paragraph 9. You may submit a written complaint either directly to us or to the U.S. Department of Health and Human Services (HHS) if you believe that your rights with respect to our protection of your PHI have been violated. We will provide you with the address to file your complaint with HHS upon request. To file a complaint with us, you may submit a complaint in writing that includes as many details (such as names and dates) as possible to our Privacy Officer at the address in Paragraph 9. We support your right to protect the privacy of your PHI. You will not be retaliated against in any way for filing a complaint.

8. Our Practices Regarding Confidentiality and Security. We restrict access to PHI about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your PHI. We do not engaged in fundraising activities using PHI, however, if we did engage in such activity, then you would have the opportunity to opt out of receiving fundraising communications. Subject to applicable regulatory reporting requirements, exceptions and safe harbors, we will notify affected individuals following a breach of their unsecured PHI.

9. Contact Person For Filing Complaint or Obtaining Further Information:

GLATFELTER INSURANCE GROUP  
ATTN: PRIVACY COORDINATOR  
183 Leader Heights Road, P.O. Box 2726, York, PA 17405  
(717) 741-0911  
[www.glatfelters.com/privacy-policy](http://www.glatfelters.com/privacy-policy)

**Our Policy Regarding Dispute Resolution.** Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



# FACTS

## Why?

## What?

## How?

### WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

## Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

## Who we are

**Who is providing this notice?** The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

## What we do

**How does AIG protect my personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

**How does AIG collect my personal information?** We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

**Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc.*

**Nonaffiliates** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

**Joint marketing** A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

## Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

**For Vermont Residents only.** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

**For California Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

**For Nevada Residents Only.** We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov). You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

## NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the “Company”):

American General Life Insurance Company<sup>1</sup>  
The United States Life Insurance Company in the City of New York  
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

<b><i>HIPAA Privacy Officer</i></b> 2919 Allen Parkway L3-20 Houston, TX 77019 <a href="mailto:hipaaquestions@aig.com">hipaaquestions@aig.com</a>	
<b>Phone Numbers:</b>	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-231-3655
AIG Financial Network	1-800-888-2452
AIG’s Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

<sup>1</sup> This Company does not solicit business in New York.



# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

## SCHEDULE OF COVERAGE - VOLUNTEER

Policy Number: VFP-4327-0032E-6

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: HYALITE RURAL FIRE DISTRICT  
(Name and Address) 4541 SOUTH 3RD AVENUE  
BOZEMAN, MT 59715-0000

Policy Effective Date: 1/1/2021 Term: 1 Year

Policy Termination Date: 1/1/2022 Premium: \$10,316

This Schedule of Coverage provides only those benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by the word "none" are not provided under this policy.

### PART COVERAGE

#### I. Loss of Life Benefits

- A. Accidental Death Benefits
  - (1) Accidental Death Benefit Amount .....\$300,000
  - (2) Seat Belt Benefit Amount .....\$75,000
  - (3) Safety Vest Benefit Amount.....\$75,000
  - (4) Military Death Benefit Amount .....\$15,000
- B. Illness Loss of Life Benefit Amount .....\$300,000
- C. Dependent Child and Education Benefit Amount .....\$30,000
- D. Spousal Support and Education Benefit Amount .....\$15,000
- E. Memorial Benefit Amount.....\$5,000
- F. Dependent Elder Benefit Amount .....\$5,000
- G. Repatriation Benefit Amount .....\$2,500

#### II. Lump Sum Living Benefits

- A. Accidental Dismemberment and Paralysis Benefit Principal Sum.....\$300,000
- B. Vision Impairment Benefit Principal Sum .....\$300,000
- C. Injury Permanent Impairment Benefit Principal Sum.....\$300,000
- D. Heart Permanent Impairment Benefit Principal Sum..... NONE
- E. Illness Permanent Impairment Benefit Principal Sum ..... NONE
- F. Cosmetic Disfigurement Resulting From Burns Benefit Principal Sum .....\$300,000
- G. HIV Positive Lump Sum Living Benefit Principal Sum.....\$300,000

**III. Weekly Income Benefits**

**A. Total Disability Benefits**

- (1) Total Disability Weekly Amount (first 28 days) .....\$800  
(2) Total Disability Maximum Weekly Amount (after 28 days).....\$800  
(3) Total Disability Minimum Weekly Amount.....\$200

**B. Partial Disability Benefits**

- (1) Partial Disability Weekly Amount (first 28 days) .....\$400  
(2) Partial Disability Maximum Weekly Amount (after 28 days).....\$400  
(3) Partial Disability Minimum Weekly Amount .....\$100

**C. Disability Benefits General**

**IV. Occupational Retraining Benefit Maximum Amount** ..... \$20,000

**V. Weekly Injury Permanent Impairment Benefit** ..... ☒Yes ☐No

**VI. Medical Expense Benefits**

**A. Medical Expense Benefit Maximum Amount**.....\$10,000

**Medical Expense Benefit Options**

- (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits ..... ☒  
(2) Primary Medical Expense Benefit..... ☐

**B. Cosmetic Plastic Surgery Maximum Amount** .....\$25,000

**C. Post-Traumatic Stress Disorder Maximum Amount** .....\$25,000

**D. Critical Incident Stress Management Maximum Amount** .....\$25,000

**E. Family Expense Benefit Amount (per day)**.....\$100

**F. Family Bereavement and Trauma Counseling Benefit Amount (per person)** .....\$1,000

**VII. Transition Benefit** ..... ☒Yes ☐No

**VIII. Felonious Assault Benefit Amount**..... \$150,000

**IX. Home Alteration and Vehicle Modification Benefit Maximum Amount** ..... \$50,000

**X. Optional Benefits**

**A. Weekly Hospital Benefit Amount**.....\$300

**B. First Week Total Disability Benefit Amount** ..... NONE

**C. Coordinated 28 Day Total Disability Benefit Amount** ..... NONE

**D. Extended Total Disability Benefit** ..... ☒Yes ☐No

**E. Long-Term Total Disability Benefit**..... ☐Yes ☒No

**F. Cost Of Living Adjustment (COLA) Benefits**

(1) Weekly Injury Permanent Impairment COLA..... ☐Yes ☒No

(2) Long-Term Total Disability COLA..... ☐Yes ☒No

**G. Extra Expense Benefit**

Extra Expense Benefit Monthly Amount.....\$500

Extra Expense Benefit Maximum Amount.....\$12,000

**H. 24-Hour Accident Benefit Amount**..... NONE

**I. Off-Duty Accident Benefit Amount**..... NONE



## **SCHEDULE OF FORMS AND RIDERS**

### **POLICY FORMS ATTACHED AT ISSUANCE:**

V50000NUFIC	Schedule of Coverage - Volunteer
V50004NUFIC	Blanket Accident and Sickness Insurance Policy – Volunteer Members
V50007NUFIC	Career Personnel Rider
V50036NUFIC	Mandatory Quarantine Rider
GA-MT	MT Life and Health Insurance Guaranty Assoc Notice
89644 (06/13)	Economic Sanctions Endorsement
OFAC Notice	Office of Foreign Assets Control Notice

## **SCHEDULE OF POLICYHOLDERS/PARTICIPATING ORGANIZATIONS**

### **ADDITIONAL ENTITIES:**

RAE FIRE SERVICE AREA  
RAE VOLUNTEER FIRE COMPANY  
SOURDOUGH FIREFIGHTERS ASSOCIATION  
SOURDOUGH RURAL FIRE DISTRICT

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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## NOTICE

This is not comprehensive health insurance coverage. It does not satisfy the requirements of minimum essential coverage under the Affordable Care Act.

## BLANKET ACCIDENT AND SICKNESS INSURANCE POLICY VOLUNTEER MEMBERS

This policy is a legal contract between the **Policyholder** and/or **Participating Organization** named in the application and **Us**. **We** agree to insure certain persons (herein called **Insured Persons**) against loss covered by this policy subject to its provisions, benefits, limitations and exclusions. The persons eligible to be insured are all persons described in this policy as **Insured Persons**. This policy provides accident and sickness insurance to **Insured Persons** while they are participating in a **Covered Activity**.

## CONSIDERATION – TERM

This policy is issued in consideration of the payment of the required premium when due as shown in the **Schedule**. **We** agree to provide the benefits shown in the **Schedule** to **Insured Persons** in accordance with the provisions and conditions of this policy. This policy may be changed or terminated without consent of or notice to each **Insured Person**.

The term of this policy begins on the policy Effective Date and continues in effect until the policy Termination Date, both of which are shown in the **Schedule**, as long as premiums are paid when due, unless otherwise terminated as further provided in this policy. If this policy is terminated, insurance ends on the date to which premiums have been paid. All periods of insurance will begin and end at 12:01 AM Standard Time at the address of the **Policyholder** and/or **Participating Organization**.

## RENEWAL

After the policy Termination Date shown in the **Schedule**, this policy may be renewed for additional periods of time by mutual written consent of **Us** and the **Policyholder** and/or **Participating Organization** at the premium rates set by **Us** for the renewal period. If this policy is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provision.

## POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This policy begins on the policy Effective Date shown in the **Schedule** at 12:01 AM Standard Time at the address of the **Policyholder** and/or **Participating Organization** where this policy is delivered.

**Termination Date.** **We** may terminate this policy by giving 30 days advance notice in writing to the **Policyholder** and/or **Participating Organization**. This policy may, at any time, be terminated by mutual written consent of **Us** and the **Policyholder** and/or **Participating Organization**. Termination takes effect at 12:01 AM at the **Policyholder** and/or **Participating Organization's** address on the date of termination.

## INDIVIDUAL EFFECTIVE AND TERMINATION DATES

Coverage for an **Insured Person** will take effect on the later of: (1) the policy **Effective Date** shown in the **Schedule**; or (2) the date he or she becomes an **Insured Person** as defined in this policy.

Coverage for an **Insured Person** will end on the earliest of: (1) the date this policy terminates; (2) the date he or she is no longer an **Insured Person** as defined in this policy; or (3) the date the **Policyholder** and/or **Participating Organization's** coverage ends.

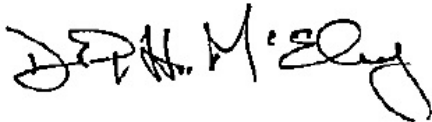
Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

## PREMIUM

**Premiums.** Premiums are payable to **Us** at the rates described in the Premium section of the **Schedule**. **We** may change the required premiums as a condition of any renewal of this policy. **We** may also change the required premiums at any time when any change in coverage affecting premiums is made in this policy.

This policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this policy:



President



Secretary

**PLEASE READ THIS POLICY CAREFULLY.**

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## DEFINITIONS

*(Additional defined terms can be found throughout this policy)*

Any term in capitals and quotations or any term in bold type in the policy, application, riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

**Administrative Personnel** – means a person who works an average of 25 hours or more per week while acting within the scope of his or her employment for the **Policyholder** and/or **Participating Organization**, which does not include any emergency response or any emergency response training as listed in items (1), (2), (3) or (4) under **Covered Activities**.

**Average Weekly Wage** – means an average weekly wage determined by the greater of:

- (1) the weekly average of the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred;
- (2) the weekly average of wages earned in the 12 months preceding the loss;
- (3) the weekly average of the annualized weekly wage earned in the three months preceding the loss; or
- (4) for the self-employed, the weekly average of the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income.

The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

**Consumer Price Index** – means the consumer price index published by the United States Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

**Covered Activity** – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any:

- (1) emergency response for fire suppression and rescue or emergency medical activity;
- (2) training exercise which simulates an emergency and where active physical participation is required;
- (3) **Firematic Events or Contests**;
- (4) class room training;
- (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** and/or **Participating Organization** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder** and/or **Participating Organization**, except any form of football, hockey, lacrosse, soccer, boxing, rugby or martial arts;
- (6) official functions attended primarily by members of the **Policyholder** and/or **Participating Organization** for which the purpose is to further the business of the **Policyholder** and/or **Participating Organization** (i.e. installation dinners, banquets, etc.);
- (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** and/or **Participating Organization** including personal travel and activities related to attending such convention, conference or meeting;
- (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder** and/or **Participating Organization**;
- (9) authorized public safety education events; and
- (10) administrative or maintenance duties.

Under no circumstance is there coverage for participation in the athletic events listed in Exclusion number 9.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder** and/or **Participating Organization**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** and/or **Participating Organization** or any other organization.

**Covered Person** - means all members who are listed on the **Policyholder** and/or **Participating Organization's** roster. The roster will be maintained and periodically updated by the **Policyholder** and/or **Participating Organization**. The roster will be kept on file by the **Policyholder** and/or **Participating Organization**.

**Dependent Child** - means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** and either claimed on the **Insured Person's** most recent or final federal tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body.

**Firematic Events or Contests** – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental:

- (1) apparatus pumping contests;
- (2) battle of the barrel;
- (3) antique pumping;
- (4) hose rolling contests;
- (5) equipment donning contests;
- (6) bucket brigades;
- (7) ladder climbs;
- (8) tug of war contests; and
- (9) apparatus operation rodeos.

**Gainful Occupation** – means a job for which an **Insured Person** is qualified by reason of education, training or experience, that has a reasonable expectation to provide more than 85% of pre-disability earnings.

**Hemiplegia** - means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.

**HIV** - means human immunodeficiency virus.

**Hospital** - means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more **Physicians**.

A **Hospital** does not include:

- (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or
- (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes.

**Illness(es)** – means any disease, sickness, or infection of an **Insured Person** while coverage under this policy is in force as to the **Insured Person**. The **Illness** must:

- (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate **Medical Treatment**; or
- (2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving **Medical Treatment** within 48 hours of participation in such **Covered Activity**. The requirement that **Medical Treatment** be received within 48 hours is waived for **Infectious Diseases**.

**Immediate Family Member** – means the **Insured Person's** spouse, child, parent, brother or sister.

**Infectious Disease(s)** – means an easily transmitted, potentially life-threatening disease resulting from bacterial, viral, fungal, or protozoan infection.

**Injury(ies)** – means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under this policy is in force as to the **Insured Person**;
- (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and
- (3) which is not otherwise defined as an **Illness**.

The term **Injury**, for the purposes of this policy, will not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

**Insured Person(s)** – means any officially designated member of the **Policyholder** and/or **Participating Organization** while acting as:

- (1) a volunteer member for the **Policyholder** and/or **Participating Organization**;
- (2) any junior member or member in training;
- (3) any commissioner, director, trustee or other similar position associated with the **Policyholder** and/or **Participating Organization**;
- (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** and/or **Participating Organization** to assist in an emergency, but only during the actual emergency;
- (5) any auxiliary member;
- (6) any non-member who is requested to participate by the auxiliary or **Policyholder** and/or **Participating Organization**;
- (7) any member who receives remuneration for on-call duty or out of pocket expenses and
- (8) **Administrative Personnel**;

Subject to the following:

An **Insured Person** will not include a **Paid Employee** while acting within the scope of his or her employment unless the policy is specifically endorsed to provide coverage for career members, except for **Administrative Personnel**.

**Limb(s)** - means entire arm or entire leg.



**Long-Term Total Disability** - means:

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means the inability to perform all of the material and substantial duties of any **Gainful Occupation**.
- (2) For an **Insured Person** who does not have an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means:
  - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
  - (b) the inability to perform any two of six activities of daily living of the **Insured Person**. Activities of daily living include mobility, eating, elimination, cognition, personal hygiene, and dressing.

The **Insured Person** must be under the regular care of a **Physician** during **Long-Term Total Disability**.

**Medical Treatment** - means treatment by a **Physician** or at a **Hospital** for the **Illness**.

**Other Valid and Collectible Insurance** – means any:

- (1) group plan, program, or insurance policy;
- (2) other group hospital, surgical or medical benefit plan;
- (3) union welfare plans or group employer or employee benefit programs;
- (4) no-fault automobile insurance plan or similar law; or
- (5) regular or disability benefits paid under a **Retirement Program** after the commencement of **Partial Disability** or **Total Disability** benefits under this policy.

**Other Valid and Collectible Insurance** will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

**Out-Patient Physical Therapy** – means rehabilitative physical therapy which is:

- (1) received without being confined overnight in a **Hospital** as a registered bed patient;
- (2) an approved therapy program;
- (3) necessary for the rehabilitation of an **Insured Person** from an **Injury** or an **Illness** for which he or she was confined in a **Hospital** for treatment;
- (4) administered by a licensed physical therapist; and
- (5) monitored by a **Physician**.

**Paid Employee(s)** – means a person who receives compensation and works an average of 25 hours or more per week for the **Policyholder** and/or **Participating Organization**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**. **Paid Employee** does not include **Administrative Personnel**.

**Paraplegia** - means the complete and irreversible paralysis of both lower **Limbs**.

**Partial Disability, Partially Disabled** – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage, Partial Disability, Partially Disabled** means:
  - (a) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
  - (b) the inability to perform one or more, but not all, of the regular activities of the **Insured Person** prior to the covered **Injury or Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

**Participating Organization(s)** – means a non-profit emergency service organization, municipality or political subdivision that elects coverage under this policy and pays the required premium. The **Participating Organization** is named in the **Schedule** and/or the Schedule of Policyholders/Participating Organizations. Coverage for such **Participating Organization** will be in force at 12:01 A.M. on the policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

**Permanent Impairment** - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

**Physician(s)** – means any duly licensed medical practitioner:

- (1) who is acting within the scope of his or her license; and
- (2) who is not the **Insured Person** or an **Immediate Family Member**.

**Policyholder** – means a non-profit emergency service organization, municipality or political subdivision that elects coverage under this policy and pays the required premium. The **Policyholder** is named in the **Schedule**. Coverage for such **Policyholder** will be in force at 12:01 A.M. on the policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

**Post-Traumatic Stress Disorder** – means emotional distress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

**Quadriplegia** - means the complete and irreversible paralysis of both upper and both lower **Limbs**.

**Reasonable and Customary Expense** – means an expense which:

- (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (3) does not include charges that would not have been made if no insurance existed.

**Retirement Program** - means any normal, early, or disability retirement benefit, provided by the **Policyholder** and/or **Participating Organization**, State, Union or other entity where eligibility and/or benefits are based on employment with the **Policyholder** and/or **Participating Organization**.

**Schedule** – means the Schedule of Coverage which is attached to this policy.

**Total Disability, Totally Disabled** – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means:
  - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
  - (b) the inability to perform all of the regular activities of the **Insured Person** prior to the covered **Injury** or **Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

**Traumatic Incident** – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to:

- (1) line-of-duty death or serious injury to other **Insured Persons**;
- (2) a single incident having multiple casualties;
- (3) death or serious injury of a child; and
- (4) dealing with victims known to the **Insured Person**.

**Uniplegia** - means the complete and irreversible paralysis of one **Limb**.

**We, Us, or Our** refers to National Union Fire Insurance Company of Pittsburgh, Pa.

## PART I. LOSS OF LIFE BENEFITS

### A. ACCIDENTAL DEATH BENEFITS

- (1) Accidental Death Benefit. **We** will pay the Accidental Death Benefit Amount shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.

In the event that an Accidental Death Benefit and an Accidental Dismemberment Benefit and/or a Vision Impairment Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

- (2) Seat Belt Benefit. If an Accidental Death Benefit is payable under this policy and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing a properly fastened automotive seat belt or other vehicle occupant restraint, such as an ambulance harness or tether, **We** will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**.
- (3) Safety Vest Benefit. If an Accidental Death Benefit is payable under this policy and death results from being struck as a pedestrian while on the scene of a motor vehicle accident or while directing traffic and the **Insured Person** was wearing an approved American National Standards Institute, Inc. (ANSI)/ Manual on Uniform Traffic Control Devices (MUTCD) "Safety Vest", **We** will pay an additional amount equal to the Safety Vest Benefit Amount shown in the **Schedule**.

"**Safety Vest**" - means a vest approved in the MUTCD as published by the ANSI.

- (4) Military Death Benefit. If bodily injury sustained while serving or training on behalf of the United States Military or respective Guard or Reserve Unit results in a **Covered Person's** death, **We** will pay the Military Death Benefit shown in the **Schedule**. Death must occur within 12 months of the bodily injury. Exclusions 4 and 8 do not apply to this benefit.

No Military Death Benefit is payable if an Accidental Death Benefit is payable under this policy.

### B. ILLNESS LOSS OF LIFE BENEFIT

If death to an **Insured Person**:

- (1) occurs during a specific **Covered Activity** and is not otherwise payable as an Accidental Death Benefit; or
- (2) occurs due to a covered **Illness** as a result of participation in a specific **Covered Activity** or
- (3) occurs due to a heart attack or stroke within 48 hours of participating in:
- (a) an emergency response for fire suppression and rescue or emergency medical activity; or
  - (b) a training exercise which simulates an emergency and where active physical participation is required,

**We** will pay the Illness Loss of Life Benefit shown in the **Schedule**.

Either death or **Medical Treatment** for the **Illness** must occur within 48 hours of the **Covered Activity**. The requirement that death or **Medical Treatment** for the **Illness** be within 48 hours is waived for **Infectious Disease**.

No Illness Loss of Life Benefit will be payable if an Accidental Death Benefit is payable under the policy, or if, as a direct result of participation in the same **Covered Activity**, an HIV Positive Benefit was paid to the **Insured Person** under this policy.

#### **C. DEPENDENT CHILD AND EDUCATION BENEFIT**

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Dependent Child and Education Benefit Amount shown in the **Schedule** for each **Dependent Child**. **We** may make payment directly to the **Dependent Child's**:

- (1) guardian; or
- (2) to an individual or institution with custody of the **Dependent Child** if;
  - (a) the **Dependent Child** is a minor or is not competent to give a valid receipt for payment due him or her; and
  - (b) no request for payment has been received by **Us** from a duly appointed guardian or other legally appointed representative.

Payment made in this manner will release **Us** from all liability to the extent of any payment made.

#### **D. SPOUSAL SUPPORT AND EDUCATION BENEFIT**

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Spousal Support and Education Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse. In no event will more than one Spousal Support and Education Benefit Amount be paid.

#### **E. MEMORIAL BENEFIT**

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy for each such death, **We** will also pay the Memorial Benefit Amount shown in the **Schedule** to the **Policyholder** and/or **Participating Organization**.

#### **F. DEPENDENT ELDER BENEFIT**

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Dependent Elder Benefit Amount shown in the **Schedule** for each "Dependent Elder". **We** may make payment directly to the "Dependent Elder". Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"**Dependent Elder**" - means any parent, parent-in-law, grandparent, grandparent-in-law, great grandparent or great grandparent-in-law of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** final federal tax return.

#### **G. REPATRIATION BENEFIT**

If an Accidental Death Benefit or Illness Loss of Life Benefit is payable under this policy and the **Insured Person** was beyond a 30 mile radius from his or her current place of primary residence at the time of death, **We** will pay for reasonable expenses incurred to transport his or her body to the local vicinity of their current place of primary residence.

**We** will not pay more than the Repatriation Benefit Amount shown in the **Schedule** per **Insured Person**.

## PART II. LUMP SUM LIVING BENEFITS

### A. ACCIDENTAL DISMEMBERMENT AND PARALYSIS BENEFIT

If **Injury** to an **Insured Person** results in a “Loss” listed below, **We** will pay the indicated percentage of the Accidental Dismemberment and Paralysis Principal Sum shown in the **Schedule** for the “Loss” suffered. If the **Insured Person** suffers more than one “Loss” as a result of any one **Injury**, only one amount, the largest, will be paid.

#### Accidental Dismemberment and Paralysis Chart

<u>For Loss of:</u>	<u>% of Principal Sum Payable</u>
<b>Quadriplegia</b> .....	200%
<b>Paraplegia</b> .....	200%
<b>Hemiplegia</b> .....	200%
<b>Uniplegia</b> .....	100%
Both Hands or Both Feet .....	100%
One Hand and One Foot .....	100%
Entire Sight of Both Eyes .....	100%
One Hand and Entire Sight of One Eye .....	100%
One Foot and Entire Sight of One Eye .....	100%
Speech and/or Hearing .....	100%
One Arm or One Leg .....	100%
One Hand or One Foot.....	50%
Entire Sight of One Eye .....	50%
Both Thumbs .....	50%
One Thumb .....	25%
Each Joint of a Finger or Toe .....	10%

“**Loss**” - means **Quadriplegia**, **Paraplegia**, **Hemiplegia**, **Uniplegia**, or with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. “**Loss**” of speech or hearing means the total and irrecoverable loss of speech and/or hearing. “**Loss**” of sight means the total and irrecoverable loss of sight.

In the event that an Accidental Dismemberment Benefit and an Accidental Death Indemnity Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

### B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in “Permanent Damage” to the **Insured Person’s** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit Principal Sum shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment according to the Vision Impairment Chart shown below. This benefit chart will apply separately to each eye.

### Vision Impairment Chart

<u>Vision Impairment</u>	<u>% of Vision Impairment Benefit Payable Per Each Eye</u>
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the “Permanent Damage”, **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both an Accidental Dismemberment and Paralysis Benefit for a loss of sight and a Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

If a Vision Impairment Benefit is payable, it will be in addition to any Accidental Dismemberment and Paralysis Benefit payable for any non-vision related **Injury** sustained while participating in the same **Covered Activity**. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

“**Permanent Damage**” - means with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

### **C. INJURY PERMANENT IMPAIRMENT BENEFIT**

If an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants, **We** will pay the impairment rating percentage of the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule**. In no event will an Injury Permanent Impairment Benefit be payable if the Heart Permanent Impairment Benefit or an Illness Permanent Impairment Benefit is payable for any one **Injury** or **Illness** sustained while participating in the same **Covered Activity**.

#### To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment rating will be determined by the most current edition of the American Medical Association's (AMA) “Guides to the Evaluation of Permanent Impairment”. This percentage rating will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit amount payable under this policy.

If an **Injury** results in **Uniplegia**, **We** will pay 100% of the Injury Permanent Impairment Principal Sum shown in the **Schedule**.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher, the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit Principal Sum; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit Principal Sum; or
- (3) if a fracture at the second cervical vertebra causes incomplete **Quadriplegia** with an AMA guideline whole person impairment rating of 93%, the benefit would be increased to 125% of the Injury Permanent Impairment Benefit Principal Sum since the impairment rating is 90% or higher.

Any Injury Permanent Impairment Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy. However, in no event will the total amount of benefit payable as the result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule**, unless;

- (1) the Permanent Impairment rating for an **Injury** is 90% or higher in which case **We** will pay 125% of the Injury Permanent Impairment Principal Sum; or
- (2) an **Injury** results in **Quadriplegia**, **Paraplegia** or **Hemiplegia** in which case **We** will pay 200% of the Injury Permanent Impairment Principal Sum.

If the **Insured Person** is impaired prior to the time of **Injury**, the impairment rating that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

#### **D. HEART PERMANENT IMPAIRMENT BENEFIT**

If the **Insured Person** has a "Heart Permanent Impairment" due to a heart condition that results in at least 26 weeks of **Total Disability**, based upon the degree of heart impairment according to the Heart Permanent Impairment Benefit Chart shown below, **We** will pay the indicated percentage of the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

##### To Determine the Benefit Payable

No more than nine months after the **Covered Activity**, the **Insured Person's** highest "Left Ventricular Ejection Fraction" and lowest "New York Heart Association Functional Classification" will be obtained and compared to the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**. The ratings must result from evaluations performed after the **Covered Activity** date.

If the **Insured Person** had a "Left Ventricular Ejection Fraction" of 35% or lower prior to the **Covered Activity** date, no Heart Permanent Impairment Benefit is due.

##### Heart Permanent Impairment Benefit Chart

<b>Left Ventricular Ejection Fraction</b>	<b>New York Heart Association Functional Classification</b>	<b>Heart Permanent Impairment Benefit Due</b>
26 to 30% function	Class II	25%
26 to 30% function	Class III or IV	50%
21 to 25% function	Class II or III	50%
21 to 25% function	Class IV	75%
Less than 21% function	Class II or III	75%
Less than 21% function	Class IV	100%



The benefit due is calculated by multiplying the percentage due and the Principal Sum. The benefit is further modified by the **Insured Person's** age on the date of the heart impairment, according to the following table:

- Age 40 or less - 125% of amount payable
- Age 41 to 65 - 75% of amount payable
- Age 66 or over - 50% of amount payable

For example:

- (1) if a 30 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 17% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 125% since the age is less than 40, for a total benefit of 125% of the Heart Permanent Impairment Benefit; or,
- (2) if a 55 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 19% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 75% since the age is between 41 and 65, for a total benefit of 75% of the Heart Permanent Impairment Benefit; or,
- (3) if a 68 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 18% and a "New York Heart Association Functional" Classification of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 50% since the age is 66 or over, for a total benefit of 50% of the Heart Permanent Impairment Benefit.

**"Heart Permanent Impairment"** - means a medical condition which is a physical and functional abnormality or loss as a consequence of an **Insured Person** sustaining a heart impairment as a result of a **Covered Activity**, resulting in: (1) a "Left Ventricular Ejection Fraction" of 30% or less; and (2) a "New York Heart Association Functional Classification" of II, III, or IV; and (3) at least 26 weeks of **Total Disability**.

**"Left Ventricular Ejection Fraction"** - means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

**"New York Heart Association Functional Classification"** is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I. No symptoms and no limitation in ordinary physical activity.
- II. Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III. Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV. Severe limitations. Experiences symptoms even while at rest.

## **E. ILLNESS PERMANENT IMPAIRMENT BENEFIT**

If **Illness** to an **Insured Person** results in five years (260 weeks) of Total Disability Benefits, **We** will pay the indicated percentage of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

### To Determine the Benefit Payable

If the **Insured Person** is unable to return to his or her occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** has been approved for Social Security disability

benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for Social Security disability benefits, 125% of the Illness Permanent Impairment Benefit Principal Sum as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Illness** sustained while participating in the same **Covered Activity**.

If an **Insured Person** has received a Heart Permanent Impairment Benefit and later becomes eligible for payment under this benefit for the same condition, the amount payable under this benefit is the indicated percentage of the Illness Permanent Impairment Principal Sum shown in the **Schedule**, less the amount previously paid under the Heart Permanent Impairment Benefit. The indicated percentage described in the first paragraph of this section will also apply to the total amount payable.

## F. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT

If, as the result of **Injury**, an **Insured Person** suffers a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn, **We** will pay the indicated percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule**.

### To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the chart shown below. Each body part is assigned a classification relative to its visible exposure (i.e., the more visible the exposure the higher the classification);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The chart below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable under this benefit.

For example, by using the Cosmetic Burn Chart shown below:

- (a) if 100% of the surface of the right hand and forearm were burned the benefit would be  $5 \times 4.5\% = 22.5\%$  of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be  $5 \times 2.25\%$  (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following is a burn chart from which benefits can be determined. This chart represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for a covered cosmetic disfigurement **Injury**. If the **Insured Person** suffers burns in more than one area as a result of any one **Injury**, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

### Cosmetic Burn Chart

<u>Body Part</u>	<u>Area Classification</u>	<u>Maximum Allowable % for Area Surface Burned</u>	<u>Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum</u>
Face, Neck, Head	11	9.0%	100.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, or Illness Permanent Impairment Benefit payable under this policy. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

#### **G. HIV POSITIVE LUMP SUM LIVING BENEFIT**

If, as a direct result of participation in a specific **Covered Activity**, an **Insured Person** tests "HIV Positive", **We** will pay the HIV Positive Lump Sum Living Benefit Principal Sum shown in the **Schedule**.

In the event that an HIV Positive Lump Sum Living Benefit and (1) an Illness Loss of Life Benefit or (2) an Illness Permanent Impairment Benefit are both payable under this policy as a result of any one **Illness** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

**"HIV Positive"** - means the presence of **HIV** antibodies in the blood of an **Insured Person** as substantiated through both a positive screening test (enzyme-linked immunosorbent assay (ELISA) and a positive supplemental test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positivity as specified by the manufacturer(s).

### **PART III. WEEKLY INCOME BENEFITS**

#### **A. TOTAL DISABILITY BENEFITS**

(1) If **Injury** or **Illness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Total Disability**.

- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of any disability income benefits paid or payable to the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).
- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**. If, after **Total Disability** commences, benefits are payable under a **Retirement Program**, the Total Disability Minimum Weekly Benefit does not apply.

## **B. PARTIAL DISABILITY BENEFITS**

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage**, and the sum of any earned income, disability income benefits paid or payable to the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.

## **C. DISABILITY BENEFITS GENERAL**

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** will be increased after Total Disability Benefits or Partial Disability Benefits have been paid to the **Insured Person** for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Illness**, or to the Total Disability Benefit or Partial Disability Benefit, whichever results in the higher benefit to the **Insured Person**.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Illness** sustained while participating in the same **Covered Activity**, the maximum benefit period for all benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

#### PART IV. OCCUPATIONAL RETRAINING BENEFIT

If, as a result of **Injury** or **Illness**, an **Insured Person** is not able to remain or continue in a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program, **We** will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he or she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

**We** will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance or similar law, and any **Other Valid and Collectible Insurance**.

"**Covered Retraining Expenses**" includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

#### PART V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in a **Permanent Impairment** and, due to a covered **Injury**, it is determined that the **Insured Person** has a whole person **Permanent Impairment** percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit, **We** will pay a Weekly Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on the 261st week (or 521st week if the Extended Total Disability Benefit is selected) from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Income Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Income Benefits section of this policy, by the percentage value of the **Insured Person's Permanent Impairment**.

For example:

If the Total Disability Weekly Income Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week ( $\$600 \times 70\% = \$420$ ).

The **Permanent Impairment** rating due to an **Injury** used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** rating due to an **Injury** will not affect the Weekly Injury Permanent Impairment Benefits payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits payable under this policy.

## PART VI. MEDICAL EXPENSE BENEFITS

### A. MEDICAL EXPENSE BENEFIT

If, as a result of a covered **Injury** or **Illness**, an **Insured Person** incurs medical expenses, **We** will pay the **Reasonable and Customary Expenses** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care";
- (3) nursing services prescribed and monitored by a **Physician**;
- (4) Post-exposure Prophylaxis Protocol (PEP) treatment, when such treatment is advised by the attending **Physician**;
- (5) **Infectious Disease** screening test(s); or
- (6) Post-exposure preventive inoculations as a result of participation in a **Covered Activity**.

**We** will pay the medical expense benefits subject to the **Policyholder** and/or **Participating Organization's** choice of 1 or 2 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable Workers' Compensation act or similar law, but are covered under this policy, **We** will pay such benefits.
- (2) If "2" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance plan or similar law, or any **Other Valid and Collectible Insurance**.

**We** will not pay more than the Medical Expense Benefit Maximum Amount shown in the **Schedule** for any one **Injury** or **Illness**.

**"Home Health Care"** - means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. "Home Health Care" must be:

- (1) performed by a "Home Health Care Practitioner";
- (2) in lieu of confinement in a **Hospital** or nursing facility; and
- (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

**"Home Health Care Practitioner"** - means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a "Home Health Care Practitioner" unless such practitioner is:

- (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and
- (2) not an **Insured Person** or an **Immediate Family Member**.

## B. COSMETIC PLASTIC SURGERY BENEFIT

If an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are payable, **We** will pay the **Reasonable and Customary Expense(s)** incurred. **We** will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

## C. POST-TRAUMATIC STRESS DISORDER BENEFIT

If, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires **Medical Treatment** for a **Post-Traumatic Stress Disorder**, **We** will pay the **Reasonable and Customary Expense(s)** incurred. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Post-Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

## D. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

If a "Critical Incident Stress Management Team" is requested and authorized by the **Policyholder** and/or **Participating Organization** and is required as a result of the **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, **We** will pay the reasonable expenses incurred by a "Critical Incident Stress Management Team". Covered expenses include, but are not limited to, the cost of necessary transportation, meals, and lodging. **We** will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

**"Critical Incident Stress Management Team (CISMT)"** - means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

## E. FAMILY EXPENSE BENEFIT

If an **Insured Person** is admitted to the **Hospital** as an inpatient due to a covered **Injury** or **Illness**, **We** will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Illness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Illness** regardless of whether it is paid at 100% or 50%.

## F. FAMILY BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

If an Accidental Death or Illness Loss of Life Benefit is payable under this policy or if an **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force and a **Dependent Child** or "Resident" **Immediate Family Member**, of an **Insured Person** requires counseling, **We** will pay the reasonable expense(s) incurred for counseling. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Family Bereavement and Trauma Counseling Benefit Maximum Amount shown in the **Schedule** for each **Dependent Child** or "Resident" **Immediate Family Member** for any one **Covered Activity**.

**“Resident”** - means that the **Immediate Family Member’s** domicile is at the home of the **Insured Person**. A domicile is where the **Immediate Family Member’s** permanent home is located or the place the **Immediate Family Member** intends to return to after a short-term absence, such as, but not limited to; vacation, business assignment, college, military assignment.

## **PART VII. TRANSITION BENEFIT**

If, while the **Insured Person** is receiving Total Disability benefits under this policy, he or she is involuntarily terminated from his or her regular employment and so remains unemployed after his or her Total Disability benefits end under this policy, and the Transition Benefit is indicated in the **Schedule**, **We** will pay a weekly Transition Benefit equivalent to the last Total Disability Weekly Amount. **We** will pay this Transition Benefit as long as the **Insured Person** remains unemployed up to a maximum of 26 weeks.

## **PART VIII. FELONIOUS ASSAULT BENEFIT**

If an **Insured Person** suffers a covered **Injury** or **Illness** as a result of a “Felony Assault” that is directed at the **Insured Person** while he or she is participating in a **Covered Activity**, and one or more of the following are payable: Accidental Death Benefit, Illness Loss of Life Benefit, Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, Illness Permanent Impairment Benefit, Cosmetic Disfigurement Resulting from Burns Benefit, or HIV Positive Lump Sum Living Benefit as provided by this policy, and the Felony Assault Benefit is indicated in the **Schedule**, **We** will pay the Felony Assault Benefit Amount.

**We** will not pay more than the Felony Assault Benefit Amount shown in the **Schedule** per **Insured Person**.

“Felony Assault” will not apply to a Police Officer while acting within the scope of his or her employment.

**“Felony Assault”** - means any willful or unlawful use of force upon the **Insured Person**:

- (1) with the intent to cause bodily injury to the **Insured Person**; and
- (2) that results in bodily harm to the **Insured Person**; and
- (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

## **PART IX. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

If an **Insured Person**:

- (1) suffers an **Injury** or **Illness** that is payable under this policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and
- (3) as a direct result of such **Injury** or **Illness** is now required to make alterations to the home and/or modifications to the vehicle;

**We** will pay the Home Alteration and Vehicle Modification Benefit for “Home Alteration and Vehicle Modification Expenses” that are incurred within three years after the date of the **Injury** or **Illness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Illness**.



**We** will pay any “Home Alteration and Vehicle Modification Expenses” incurred by an **Insured Person** in excess of benefits paid or payable under any Workers’ Compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.

**“Home Alteration and Vehicle Modification Expenses”** - means one-time expenses that:

- (1) are charged for:
  - (a) alterations to the **Insured Person’s** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
  - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person’s** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) agreed to and approved by **Us**.

## **PART X. OPTIONAL BENEFITS**

### **A. WEEKLY HOSPITAL BENEFIT**

If Weekly Income Benefits are payable under this policy and the Weekly Hospital Benefit is indicated in the **Schedule**, **We** will also pay the Weekly Hospital Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Income Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury** or **Illness**.

The Weekly Hospital Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, **We** will pay 1/7 of the Weekly Hospital Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 104 weeks for all **Injuries** or **Illnesses** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive, cardiac or critical care unit, the Weekly Hospital Benefit Amount shown in the **Schedule** is doubled.

### **B. FIRST WEEK TOTAL DISABILITY BENEFIT**

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the First Week Total Disability Benefit is indicated in the **Schedule**, **We** will pay a one-time additional weekly benefit equal to the First Week Total Disability Benefit Amount shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the First Week Total Disability Benefit Amount for each full day of **Total Disability**. **We** will pay the First Week Total Disability Benefit Amount in addition to any other weekly benefit payable under this policy.

### C. COORDINATED 28 DAY TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the Coordinated 28 Day Total Disability Benefit is indicated in the **Schedule**, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of the Total Disability Weekly Amount (first 28 days) payable under this policy and any disability income benefits received by the **Insured Person** from any Workers' Compensation act or similar law not to exceed the Coordinated 28 Day Total Disability Benefit Maximum Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled**. This benefit is payable for the first 28 days of **Total Disability**.

If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Coordinated 28 Day Total Disability Benefit for each full day of **Total Disability**.

### D. EXTENDED TOTAL DISABILITY BENEFIT

If an **Insured Person** is **Totally Disabled** and the Extended Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from five years (260 weeks) to 10 years (520 weeks).

### E. LONG-TERM TOTAL DISABILITY BENEFIT

If an **Insured Person** meets the definition of **Long-Term Total Disability** and the Long-Term Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Extended Total Disability Benefit from 10 years (520 weeks) to age 70.

The Long-Term Total Disability Benefit amount payable will be based on the Weekly Income Benefit Amount payable on the 29th day of **Total Disability**, plus annual compounded increases, offset by any Weekly Injury Permanent Impairment Benefit payable for the same loss.

The following paragraph is hereby added under Disability Benefits General as follows:

If an **Insured Person** becomes able to return to their regular occupation or becomes otherwise employed, benefits under **Long-Term Total Disability** will cease.

### F. COST OF LIVING ADJUSTMENT (COLA) BENEFITS

#### (1) Weekly Injury Permanent Impairment COLA

#### (2) Long-Term Total Disability COLA

If Weekly Injury Permanent Impairment COLA or Long-Term Total Disability COLA Benefit is indicated in the **Schedule** and the Weekly Injury Permanent Impairment Benefit or the Long-Term Total Disability Benefit becomes payable under this policy, the amount payable will be increased annually after benefits have been paid for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%.

## G. EXTRA EXPENSE BENEFIT

After 26 weeks of an **Insured Person's Total Disability** due to a covered **Injury** or **Illness**, **We** will pay the Extra Expense Benefit Monthly Amount shown in the **Schedule**. This benefit will cease when the **Insured Person** is no longer **Totally Disabled**. **We** will not pay more than the Extra Expense Benefit Maximum Amount shown in the **Schedule**.

If an **Insured Person** is **Totally Disabled** for less than a month, **We** will pay 1/28 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

## H. 24-HOUR ACCIDENT BENEFIT – INJURY ONLY

24-Hour Accidental Death Benefit. **We** will pay the 24-Hour Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

24-Hour Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the 24-Hour Accident Benefit Amount indicated in the **Schedule** and the percentage indicated on the Accidental Dismemberment and Paralysis Chart or the Vision Impairment Chart.

**We** will pay the 24-Hour Accident Benefit Amount, as described above, when a **Covered Person** suffers a bodily injury at any time, whether during a **Covered Activity** or not, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment. Any 24-Hour Accident Benefit payable is in addition to any Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for a 24-Hour Accidental Death, and/or a 24-Hour Accidental Dismemberment and Paralysis and/or a Vision Impairment. **We** will not pay more than 100% of the 24-Hour Accident Benefit Amount shown in the **Schedule**, or the indicated percentage on the Accidental Death, Dismemberment and Paralysis Chart per **Covered Person**, whichever is greater.

In no event will both, a 24-Hour Benefit and an Off-Duty Accident Benefit be provided under this policy.

## I. OFF-DUTY ACCIDENT BENEFIT - INJURY ONLY

Off-Duty Accidental Death Benefit. **We** will pay the Off-Duty Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

Off-Duty Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the Off-Duty Accident Benefit Amount indicated in the **Schedule** and the percentage indicated on the Accidental Dismemberment and Paralysis Chart or the Vision Impairment Chart.

**We** will pay the Off-Duty Accident Benefit, as described above, when a **Covered Person** suffers a bodily injury that does not occur during a **Covered Activity**, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for an Off-Duty Accidental Death, and/or an Off-Duty Accidental Dismemberment and Paralysis and/or a Vision Impairment. **We** will not pay more than 100% of the Off-Duty Accident Benefit Amount shown in the **Schedule**, or the indicated percentage on the Accidental Death, Dismemberment and Paralysis Chart per **Covered Person**, whichever is greater.

In no event will both, an Off-Duty Benefit and a 24-Hour Accident Benefit be provided under this policy.

## EXCLUSIONS

**We** will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except;
  - (a) as a passenger on a commercial aircraft;
  - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered **Post-Traumatic Stress Disorder**;
- (6) treatment of alcoholism or drug addiction and any complications arising from it, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) illness, except as provided by this policy;
- (8) military service of any state or country;
- (9) any form of football, hockey, lacrosse, soccer, boxing, rugby and martial arts;
- (10) any league sports event, except as covered under the Organized Team Sports Rider or
- (11) "Cancer".

**"Cancer"** - means any disease in which abnormal, unregulated cell growth forms malignant tumors and/or invades nearby tissues. This includes, but is not limited to: carcinoma, sarcoma, leukemia, lymphoma and multiple myeloma, and central nervous system cancers.

## OTHER COVERAGE WITH US

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

## GENERAL PROVISIONS

**Entire Contract; Changes:** The policy, application(s), riders, endorsements, amendments, or other attached papers make up the entire contract between the **Policyholder** and/or **Participating Organization** and **Us**.

No change in this policy will be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy. No agent may change or waive any of the provisions of the policy.

**Statements:** In the absence of fraud, all statements made by the **Policyholder** and/or **Participating Organization** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless they appear in a written instrument signed by the **Policyholder** and/or **Participating Organization** and unless a copy of the statement is furnished to the **Insured Person**, his or her beneficiary or personal representative.

**Incontestability:** The validity of this policy will not be contested after it has been in force for two year(s) from the policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

**Grace Period:** This policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this policy will remain in force.

**Notice of Claim:** Written notice of claim must be given to **Us** within 30 days after a covered loss occurs, or as soon after as reasonably possible. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** executive offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, will be deemed notice to **Us**.

**Claim Forms:** When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after receipt of such notice, the claimant will need to meet the proof of loss requirements by giving **Us** written proof of the occurrence, the nature, and the extent of the loss within the time limit stated in the "Proof of Loss" Section. The notice should include the **Insured Person's** name, the **Policyholder** and/or **Participating Organization's** name, and the Policy Number.

**Proof of Loss:** Proof must be given as soon as reasonably possible. If this policy provides for periodic payment for a continuing loss, **We** must be given written proof within 90 days after the end of each period for which **We** are liable. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible.

**Time of Payment of Claims:** When **We** receive written proof of loss, **We** will pay any benefits due. Benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

**Payment of Claims:** Any Loss of Life Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder** and/or **Participating Organization**.

If no beneficiary is named, Loss of Life Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, unless otherwise indicated in this policy. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

If the **Policyholder** and/or **Participating Organization** requests, **We** may (at **Our** option) pay benefits to the **Policyholder** and/or **Participating Organization**. The **Policyholder** and/or **Participating Organization** will then pay the **Insured Person** or beneficiary entitled to receive the benefits.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

**Physical Examination and Autopsy:** **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under this policy. **We** may also have an autopsy performed unless prohibited by law.

**Legal Actions:** No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after three years from the time written proof of loss is required to be given.

**Change of Beneficiary:** The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder** and/or **Participating Organization**. The beneficiary's consent is not required for this or any other change in this policy, unless the designation of the beneficiary is irrevocable.

**Conformity with State Statutes:** Any provision of this policy, which, on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

**Clerical Error:** The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** and/or **Participating Organization** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.

**Examination and Audit:** **We** will be permitted to examine and audit a **Policyholder** and/or **Participating Organization's** records relating to this policy at: (1) any reasonable time during the policy term; and (2) within two years after the expiration of the policy or until all claims have been settled or adjusted, whichever is later.

**New Entrants:** New eligible persons added from time to time to the group of **Insured Persons** originally insured under this plan will be automatically covered under this policy.

**Duty to Cooperate:** The **Policyholder**, **Participating Organization** and the **Insured Person** will cooperate with **Us** and assist **Us**, as **We** request, in the investigation of any claim reported under this policy. Neither the **Policyholder**, **Participating Organization** nor the **Insured Person** will voluntarily make payments, assume obligations, or incur expenses, except at the cost of the **Policyholder**, **Participating Organization** or the **Insured Person**.

**Not In Lieu Of Workers' Compensation:** This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits.

**Noncompliance with Policy Requirements:** Any express waiver by **Us** of any requirements of this policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

**Misstatement of Age:** If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. **We** may require satisfactory proof of age before paying any claim.

**Assignment:** This policy is non-assignable. An **Insured Person** may not assign any of his or her rights, privileges or benefits under this policy.

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Group Insurance Trust (Delaware)  
Participating Organization: HYALITE RURAL FIRE DISTRICT  
Policy Number: VFP-4327-0032E-6  
Effective Date: 1/1/2021

## CAREER PERSONNEL RIDER

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** or **Illnesses** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

1. The **Schedule** is amended to extend the following benefits to **Paid Employees** as indicated below:

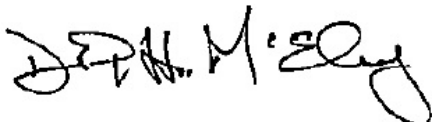
V. Weekly Injury Permanent Impairment Benefit.....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
VII. Transition Benefit .....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
X. Optional Benefits		
D. Extended Total Disability Benefit .....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
E. Long-Term Total Disability Benefit.....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
F. Cost Of Living Adjustment (COLA) Benefits		
(1)Weekly Injury Permanent Impairment COLA .....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(2)Long-Term Total Disability COLA .....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
G. Extra Expense Benefit		
Extra Expense Benefit Monthly Amount.....	NONE	
Extra Expense Maximum Amount.....	NONE	

2. The **DEFINITIONS** section is modified as follows:

The definition of **Insured Person(s)** is amended to include those **Paid Employees** of the **Policyholder** that is primarily staffed by volunteers.

3. In no event will coverage provided to such **Insured Persons** by way of this rider be in lieu of any Workers' Compensation act or similar law.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:



President



Secretary



# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Group Insurance Trust (Delaware)  
Participating Organization: HYALITE RURAL FIRE DISTRICT  
Policy Number: VFP-4327-0032E-6  
Effective Date: 1/1/2021

## MANDATORY QUARANTINE RIDER

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** or **Illnesses** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

1. The **DEFINITIONS** section is modified as follows:

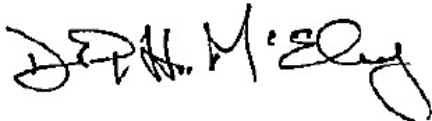
The following is added to the definition of **Illness**:

(3) Illness also includes the **Mandatory Quarantine** of an **Insured Person**.

The following definition is added:

**Mandatory Quarantine** - means period of isolation intended to limit the spread of an **Infectious Disease**. The **Mandatory Quarantine** of an **Insured Person** must be ordered by appropriate medical officials while acting under the authority of the local, state or federal government.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:



President



Secretary

**NOTICE OF  
PROTECTION PROVIDED BY  
MONTANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** of the Montana Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Montana law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Montana law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

- Health Insurance

- \$500,000 in hospital, medical and surgical insurance benefits
- \$300,000 in disability income insurance benefits
- \$300,000 in long-term care insurance benefits
- \$100,000 in other types of health insurance benefits

- Annuities

- \$250,000 in withdrawal and cash values

The maximum amount of protection is \$300,000 in benefits with respect to any one life regardless of the number of policies or contracts, except with respect to hospital, medical, and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Montana law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's web site at [www.mtlifega.org](http://www.mtlifega.org) or contact:

Montana Life and Health Insurance  
Guaranty Association  
PO Box 8247  
Missoula, MT 59807  
877-678-1048 or  
[administrator@mtlifega.org](mailto:administrator@mtlifega.org)

Office of the Montana State Auditor  
Comissioner of Securities and Insurance  
840 Helena Ave.  
Helena, MT 59601  
406-444-2040

**Insurance companies and agents are not allowed by Montana law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage.**

**If there is any inconsistency between this notice and Montana law, then Montana law will control.**

# **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

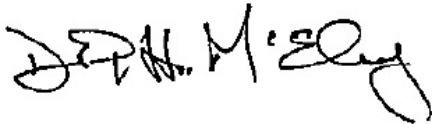
## **ENDORSEMENT**

This endorsement, effective 12:01 A.M. 1/1/2021 forms a part of Policy No. VFP-4327-0032E-6 issued to HYALITE RURAL FIRE DISTRICT by National Union Fire Insurance Company of Pittsburgh, PA.

## **ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



President



Secretary

**IMPORTANT NOTICE TO OUR CUSTOMERS  
REGARDING THE  
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

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Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

**WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

**PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

**OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

**POTENTIAL ACTIONS BY US**

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

**YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See

<https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

**Edition Date: 5/2016**

## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producer-compensation](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.

# **Regular Agenda Item 6**

## **Fire Chief's Report**

# **Hyalite Rural Fire District**

## **Fire Chief's Report**

### **December 2020**

Prepared by: Fire Chief Jason Revisky

1. The Hyalite Fire Department has responded to 531 calls in 2020 (as of 12/01/2020).
2. Our current roster is at 43 members (effective 12/01/2020).
3. We currently have 8 resident firefighters living at the Sourdough Fire Station.
4. Staffing at the Cottonwood Fire Station is currently suspended due to COVID-19 concerns.
5. We have 3 resident renters at the Rae house.
6. We have experienced no firefighter injuries or significant mechanical breakdowns in the last month.
7. Update CARES Act Funding.
8. Update on Ambulance Purchase.



# Hyalite Fire Department

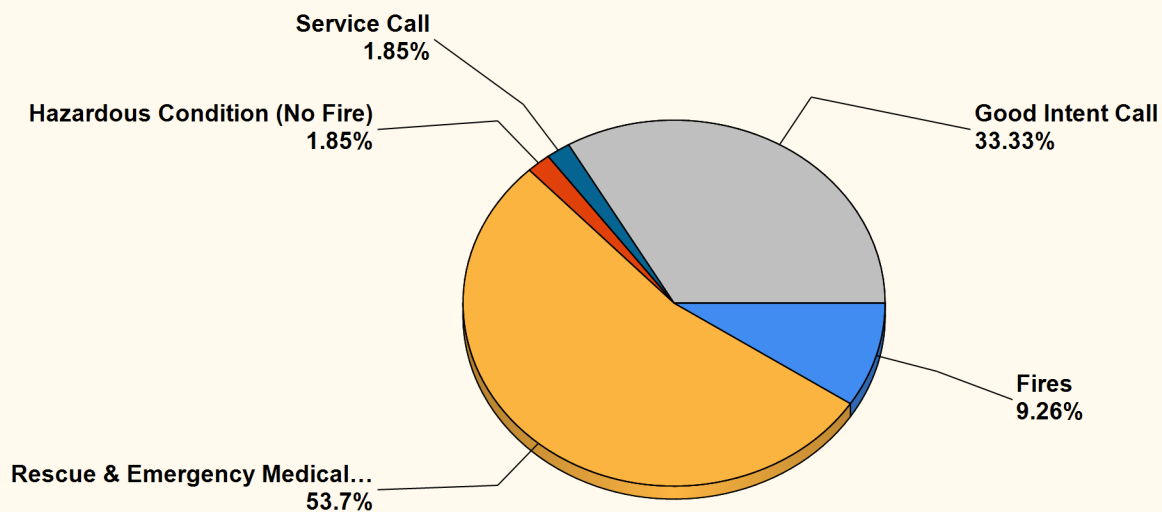
Bozeman, MT

This report was generated on 12/10/2020 10:16:38 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2020 | End Date: 11/30/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	9.26%
Rescue & Emergency Medical Service	29	53.7%
Hazardous Condition (No Fire)	1	1.85%
Service Call	1	1.85%
Good Intent Call	18	33.33%
<b>TOTAL</b>	<b>54</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	4	7.41%
142 - Brush or brush-and-grass mixture fire	1	1.85%
321 - EMS call, excluding vehicle accident with injury	20	37.04%
322 - Motor vehicle accident with injuries	1	1.85%
324 - Motor vehicle accident with no injuries.	8	14.81%
412 - Gas leak (natural gas or LPG)	1	1.85%
554 - Assist invalid	1	1.85%
611 - Dispatched & cancelled en route	10	18.52%
622 - No incident found on arrival at dispatch address	3	5.56%
631 - Authorized controlled burning	4	7.41%
671 - HazMat release investigation w/no HazMat	1	1.85%
<b>TOTAL INCIDENTS:</b>	<b>54</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

