# HYALITE RURAL FIRE DISTRICT BOARD OF TRUSTEES REGULAR PUBLIC MEETING

DATE: JANUARY 19, 2021 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 December 15, 2020 Meeting Synopsis [Consent Agenda Attached]

#### **REGULAR AGENDA**

- 1. Discussion and Decision Bids for Ambulance Billing Services Supporting Documents Attached
- 2. Discussion and Decision Ambulance Purchase
- 3. Discussion Bond Refinancing Update
- 4. Discussion and Decision Audit Service
- 5. Discussion and Decision Procedure for Fire Chief's Evaluation

  Supporting Documents Attached 2019 Evaluation Questions Used for Surveys
- 6. Fire Chief's Report

  Chart of Calls Attached
- 7. Trustees' Activities
- 8. Announcements
- ADJOURNMENT

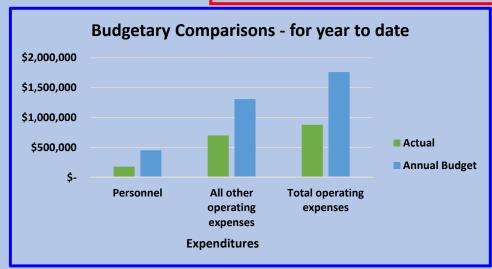
This notice is posted on the door of the Administrative Building of the Sourdough Fire Station, the Rae Fire Station, and the Cottonwood Fire Station, and is posted on the Hyalite website and/or Facebook Page at least 48 hours prior to the meeting. Notice of the meeting is published in the Bozeman Daily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

# **Consent Agenda**

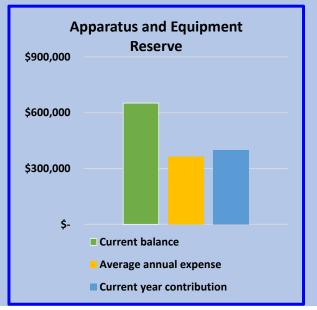


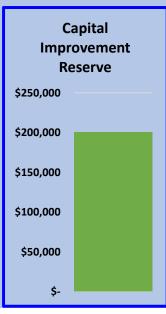
## **Dashboard for December 2020**

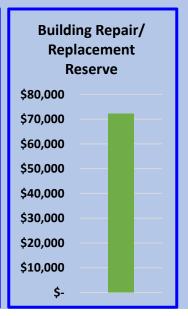
At a glance						Calendar
	Cur	rrent month		Prior year		YTD
General Fund Cash Balance	\$	1,278,282	\$	1,634,614	Number of Calls	583
Taxes Receivable	\$	1,135,264	\$	655,617	Number of Volunteers	44
Short-term payables	\$	-	\$	-	Number of Training Sessions	74
The inconsistent nature of our cash flows dict	tates that we m	iaintain a minimum (	ash ba	alance of	Number of Training Hours	6,147
\$400,000. See the graph, which shows the tin	ming of cash red	ceipts below.				













### STATEMENT OF FINANCIAL POSITION

As of December 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	\$2,314,495.08
Accounts Receivable	\$54,586.56
Other Current Assets	\$1,254,367.73
Total Current Assets	\$3,623,449.37
Fixed Assets	
180000 Capital Assets	
181000 Land	361,201.00
182000 Buildings & Improvements	3,998,808.80
186000 Machinery & Equipment	2,857,178.82
186100 Accumulated Depreciation	(2,967,599.31)
Total 180000 Capital Assets	4,249,589.31
Total Fixed Assets	\$4,249,589.31
TOTAL ASSETS	\$7,873,038.68
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	\$18,274.29
Credit Cards	\$0.00
Other Current Liabilities	\$216,925.11
Total Current Liabilities	\$235,199.40
Long-Term Liabilities	\$1,728,835.01
Total Liabilities	\$1,964,034.41
Equity	
241000 Unrestricted Fund Balance	1,717,380.94
241001 General fixed asset acct group	4,249,589.31
241002 General LT debt account group	(1,826,344.91)
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	651,486.35
241106 Building repair/replacement	72,263.20
Total 241104 Capital replacement	723,749.55
Total 241102 Reserved for Capital Reserve	924,137.55
Total 241100 Reserved Fund Balance	1,036,212.90
241200 Assigned to vol firefighters	8,077.80
Net Revenue	724,088.23
Total Equity	\$5,909,004.27

### STATEMENT OF FINANCIAL POSITION

As of December 31, 2020

TOTAL LIABILITIES AND EQUITY \$7,873,038.68

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

July - December, 2020 (50.0%)

		ТОТ	AL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
310000 Taxes	1,532,775.03	1,519,758.00	13,017.03	100.86 %
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	6,785.16	4,000.00	2,785.16	169.63 %
365000 Contributions and Donations	41,401.00	500.00	40,901.00	8,280.20 %
370000 Investment Earnings		30,000.00	(30,000.00)	
Total Revenue	\$1,621,417.83	\$1,678,758.00	\$ (57,340.17)	96.58 %
GROSS PROFIT	\$1,621,417.83	\$1,678,758.00	\$ (57,340.17)	96.58 %
Expenditures				
420000 Public Safety Expenses	7,338.54	40,000.00	(32,661.46)	18.35 %
420100 Personnel Services	178,774.78	452,500.00	(273,725.22)	39.51 %
420200 Supplies	14,911.85	32,000.00	(17,088.15)	46.60 %
420220 Meals/Incentives	1,935.89	14,000.00	(12,064.11)	13.83 %
420240 Fuel	7,291.73	36,000.00	(28,708.27)	20.25 %
420310 Election Costs		7,000.00	(7,000.00)	
420320 Professional Subscription/Dues	5,732.75	4,000.00	1,732.75	143.32 %
420330 Community Outreach/Education	2,409.23	10,000.00	(7,590.77)	24.09 %
420340 Utility Services	19,554.08	52,000.00	(32,445.92)	37.60 %
420350 Professional Services	19,259.70	40,000.00	(20,740.30)	48.15 %
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	27,539.78	25,000.00	2,539.78	110.16 %
420500 Insurance	65,271.26	70,000.00	(4,728.74)	93.24 %
420930 Safety Equipment	16,011.05	70,000.00	(53,988.95)	22.87 %
420940 Apparatus	35,535.08	70,000.00	(34,464.92)	50.76 %
420960 Special Projects	16.98		16.98	
420970 Capital outlay	476,340.96	818,584.00	(342,243.04)	58.19 %
490100 Debt Services		246,575.00	(246,575.00)	
669100 Other Charges		500.00	(500.00)	
Total Expenditures	\$878,999.66	\$2,006,159.00	\$ (1,127,159.34)	43.82 %
NET OPERATING REVENUE	\$742,418.17	\$ (327,401.00)	\$1,069,819.17	(226.76 %)
NET REVENUE	\$742,418.17	\$ (327,401.00)	\$1,069,819.17	(226.76 %)

Accrual Basis 1/1

## TRANSACTION LIST BY VENDOR

December 2020

DATE	TDANICA CTION TVDE	NII INA	DOCTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
DATE Amazon	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
12/03/2020	Credit Card Expenditure		Yes	missing receipt	210560 Costco Citi Card-Eaton 2172	390.94
12/09/2020	Credit Card Expenditure		Yes	Santa parade	210570 Costco Citi Card-Nickolay 7029	30.69
12/11/2020	Credit Card Expenditure		Yes	Santa parade	210570 Costco Citi Card-Nickolay 7029	6.47
American Red	Cross					
12/11/2020	Credit Card Expenditure		Yes	to be reimbursed by Hyalite Country Care	210560 Costco Citi Card-Eaton 2172	88.00
12/11/2020	Credit Card Expenditure		Yes	to be reimbursed by Hyalite Country Care	210560 Costco Citi Card-Eaton 2172	110.00
Anderson Zurl		7000000	Vaa	140467 700	101000 Cook/Investments/Consul Fund	1 200 00
12/01/2020 12/15/2020	Bill Payment (Check) Bill	7803336 401163/142167.700	Yes Yes	142167.700 Hubdoc - 158286847 - INV401163/142167.700	101000 Cash/Investments:General Fund 202100 Accounts Payable	-1,300.00 1,300.00
12/30/2020	Bill Payment (Check)	7803376	Yes	142167.700	101000 Cash/Investments:General Fund	-1,300.00
Big Sky Fire E 12/01/2020	quipment Bill Payment (Check)	7803337	Yes		101000 Cash/Investments:General Fund	-22,178.88
12/01/2020	biii i ayineni (Oneck)	7000007	165		101000 Casil/livestillerits.General Fund	-22,170.00
BlueCross Blu	eShield of Montana					
12/01/2020	Bill	X6A680/12.1.20	Yes	Hubdoc - 150465217 - INVX6A680/12.1.20	202100 Accounts Payable	4,115.39
12/11/2020	Bill	X6A680/1.1.21	Yes	Hubdoc - 156221965 - INVX6A680/1.1.21	202100 Accounts Payable	4,115.39
12/15/2020	Bill Payment (Check)	7803357	Yes		101000 Cash/Investments:General Fund	-4,115.39
Bound Tree M	edical					
12/01/2020	Bill	201291/12.1.20	Yes	Hubdoc - 156221960 - INV201291/12.1.20	202100 Accounts Payable	93.57
12/15/2020	Bill Payment (Check)	7803358	Yes		101000 Cash/Investments:General Fund	-93.57
Bozeman Chro	onicle					
12/15/2020	Bill Payment (Check)	7803359	Yes	347411	101000 Cash/Investments:General Fund	-94.00
Brian Nickolay		700000	Vaa		101000 Cook/InvestmenterConsul Fund	17.07
12/01/2020	Bill Payment (Check)	7803338	Yes		101000 Cash/Investments:General Fund	-17.97
CentralSquare	Technologies LLC					
12/07/2020	Bill	300653	Yes	Hubdoc - 156221941 - INV300653	202100 Accounts Payable	720.00
12/15/2020	Bill Payment (Check)	7803360	Yes		101000 Cash/Investments:General Fund	-720.00
Century Link						
12/01/2020	Bill Payment (Check)	7803339	Yes		101000 Cash/Investments:General Fund	-40.98
12/01/2020	Bill	4066024041528B/12.1	Yes	Hubdoc - 156221949 - INV4066024041528B/12.1	202100 Accounts Payable	133.03
12/04/2020	Bill	4065876270585B/12.4	Yes	Hubdoc - 156221944 - INV4065876270585B/12.4	202100 Accounts Payable	45.32
12/10/2020	Bill	4065874149951B/12.10	Yes	Hubdoc - 158286856 - INV4065874149951B/12.10	202100 Accounts Payable	40.98
12/15/2020	Bill Payment (Check)	7803361	Yes		101000 Cash/Investments:General Fund	-178.35
12/30/2020	Bill Payment (Check)	7803377	Yes		101000 Cash/Investments:General Fund	-40.98
Charter Comm	nunications					
12/09/2020	Bill	0672244120920	Yes	Hubdoc - 156221964 - INV0672244120920	202100 Accounts Payable	284.75
12/15/2020	Bill Payment (Check)	7803362	Yes	8313200110672244	101000 Cash/Investments:General Fund	-284.75
Citi Card						
12/01/2020	Bill Payment (Check)	7803340	Yes		101000 Cash/Investments:General Fund	-1,702.57
12/16/2020	Bill	3990/12.16.20	Yes	Hubdoc - 158286886 - INV3990/12.16.20	202100 Accounts Payable	2,252.65
12/30/2020	Bill Payment (Check)	7803378	Yes		101000 Cash/Investments:General Fund	-2,252.65
Costco Whole	sale					
12/10/2020	Check		Yes		101000 Cash/Investments:General Fund	0.00
12/11/2020	Credit Card Expenditure		Yes	Sourdough - wire racks	210580 Costco Citi Card - Prato 2005	339.98
12/15/2020	Credit Card Expenditure		Yes	door mats for Sourdough & Cottonwood	210570 Costco Citi Card-Nickolay 7029	59.96
Delta Dental						
12/01/2020	Bill	17272-51213/11.25.20	Yes	Hubdoc - 150465200 - INV17272-51213/11.25.20	202100 Accounts Payable	175.28
12/01/2020	Bill Payment (Check)	7803341	Yes		101000 Cash/Investments:General Fund	-175.28
DirectTV 12/01/2020	Bill Payment (Check)	7803342	Voc	029404001	101000 Cash/Investments:General Fund	-167.99
12/01/2020	Bill Payment (Check)	7803342 029404001X201213	Yes Yes	Hubdoc - 158286857 - INV029404001X201213	202100 Accounts Payable	-167.99 167.99
12/13/2020	Bill Payment (Check)	7803379	Yes	029404001	101000 Cash/Investments:General Fund	-167.99
				* **		

Dollar Tree

# TRANSACTION LIST BY VENDOR December 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUN <sup>-</sup>
12/14/2020	Credit Card Expenditure		Yes	Santa hats for Santa parade	210570 Costco Citi Card-Nickolay 7029	10.00
rire Suppressi	ion Systems					
12/04/2020	Bill	8233440-IN	Yes	Hubdoc - 156221938 - INV8233440-IN	202100 Accounts Payable	308.00
12/04/2020	Bill	8233295-IN	Yes	Hubdoc - 156221939 - INV8233295-IN	202100 Accounts Payable	372.00
12/15/2020	Bill Payment (Check)	7803363	Yes	HYA004	101000 Cash/Investments:General Fund	-680.00
URS						
12/10/2020	Check	ERIC	Yes		101000 Cash/Investments:General Fund	-5,196.13
General Distrib	buting Co.					
12/15/2020	Bill Payment (Check)	7803364	Yes	56625	101000 Cash/Investments:General Fund	-78.0
arass Monkey						
12/19/2020	Bill	102	Yes	Hubdoc - 158286855 - INV102	202100 Accounts Payable	120.0
12/30/2020	Bill Payment (Check)	7803380	Yes		101000 Cash/Investments:General Fund	-120.0
A Gear	DIII D (01 . 1)		.,			
12/15/2020	Bill Payment (Check)	7803365	Yes		101000 Cash/Investments:General Fund	-80.0
Celley Connec		700055	V		101000 0 1 //	
12/01/2020	Bill Payment (Check)	7803352	Yes	11 1 1 4 50000050 INIVINITOS 400	101000 Cash/Investments:General Fund	-155.9
12/16/2020	Bill	IN765492	Yes	Hubdoc - 158286859 - INVIN765492	202100 Accounts Payable	140.0
12/30/2020	Bill Payment (Check)	7803381	Yes		101000 Cash/Investments:General Fund	-140.0
Yanyan Nabla						
(enyon Noble 12/15/2020	Bill Payment (Check)	7803366	Yes		101000 Cash/Investments:General Fund	-47.9
12/13/2020	Dill Fayinent (Oneck)	7003300	165		101000 Casil/ilivestillerits.General i uliu	-41.3
/lama Macs B	lakan.					
12/05/2020	Credit Card Expenditure		Yes	recruit training	210560 Costco Citi Card-Eaton 2172	134.0
12/00/2020	Orodit Gara Exponditaro		100	Toolak trailing	210000 000100 Olli Odra Edion 2172	101.0
/lichael Buffin	aton					
12/06/2020	Bill	12.6.20	Yes	Hubdoc - 156221958 - INV12.6.20	202100 Accounts Payable	193.78
12/15/2020	Bill Payment (Check)	7803367	Yes		101000 Cash/Investments:General Fund	-193.78
12/16/2020	Bill	12.16.20	Yes	Hubdoc - 158286862 - INV12.16.20	202100 Accounts Payable	114.5
12/30/2020	Bill Payment (Check)	7803382	Yes		101000 Cash/Investments:General Fund	-114.5
Montana Depa	artment of Local Government	Services				
12/01/2020	Bill	051616/2020	Yes	Hubdoc - 156221956 - INV051616/2020	202100 Accounts Payable	950.0
12/15/2020	Bill Payment (Check)	7803368	Yes		101000 Cash/Investments:General Fund	-950.00
Montana Dept	. of Revenue					
12/10/2020	Check	FIB e-pay	Yes	6442692-002-WTH	101000 Cash/Investments:General Fund	-960.00
Montana DPHI	HS					
12/01/2020	Bill	EMS Lic	Yes	Hubdoc - 156221942 - INVEMS Lic	202100 Accounts Payable	35.0
12/15/2020	Bill Payment (Check)		Yes		101000 Cash/Investments:General Fund	-35.0
∕lontana Firen	nen's Association					
12/10/2020	Check	7803356	Yes		101000 Cash/Investments:General Fund	-207.3
Montana State						
12/01/2020	Bill Payment (Check)	7803343	Yes	03-134600-0	101000 Cash/Investments:General Fund	-457.2
IAPA Auto Pa		700070		100.40	101000 0 1 // 0 15 . 1	440.7
12/15/2020	Bill Payment (Check)	7803370	Yes	12342	101000 Cash/Investments:General Fund	-116.7
	_					
orthwestern I	•	0400	.,		22242	
12/09/2020	Bill	0180737-9/12.9.20	Yes	Hubdoc - 156221953 - INV0180737-9/12.9.20	202100 Accounts Payable	278.8
12/09/2020	Bill	3252724-4/12.9.20	Yes	Hubdoc - 156221950 - INV3252724-4/12.9.20	202100 Accounts Payable	157.0
12/09/2020	Bill	3091809-8/12.9.20	Yes	Hubdoc - 156221954 - INV3091809-8/12.9.20	202100 Accounts Payable	1,386.1
	Bill	0180089-5/12.10.20	Yes	Hubdoc - 156221955 - INV0180089-5/12.10.20	202100 Accounts Payable	143.6
12/14/2020	Bill	1196979-7/12.14.20	Yes	Hubdoc - 156479254 - INV1196979-7/12.14.20	202100 Accounts Payable	
12/10/2020 12/14/2020 12/15/2020 12/16/2020		1196979-7/12.14.20 7803371 7803375		Hubdoc - 156479254 - INV1196979-7/12.14.20		659.77 -1,965.5 -659.77

Owenhouse-Ace Hardware

# TRANSACTION LIST BY VENDOR

December 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
12/01/2020	Bill Payment (Check)	7803353	Yes	memo/Bessim fiert	101000 Cash/Investments:General Fund	-457.38
12/27/2020	Bill	191619/12.27.20	Yes	Hubdoc - 158286878 - INV191619/12.27.20	202100 Accounts Payable	395.04
12/30/2020	Bill Payment (Check)	7803383	Yes	110000 100200070 1144 101010/12.27.20	101000 Cash/Investments:General Fund	-395.04
12/30/2020	Dili i ayment (Oneok)	700000	163		101000 Gasil/ilivestifients.General i unu	-000.04
PayneWest In						
12/04/2020	Bill	287473	Yes	Hubdoc - 156221940 - INV287473	202100 Accounts Payable	10,316.00
12/15/2020	Bill Payment (Check)	7803372	Yes		101000 Cash/Investments:General Fund	-10,316.00
12/18/2020	Bill	288357	Yes	Hubdoc - 158286846 - INV288357	202100 Accounts Payable	8,947.00
12/22/2020	Bill	289192	Yes	Hubdoc - 158286845 - INV289192	202100 Accounts Payable	19,406.00
12/30/2020	Bill Payment (Check)	7803384	Yes		101000 Cash/Investments:General Fund	-28,353.00
Doonlo Footo						
People Facts	Bill	2020111016	Voo	Hubdon 152296906 INIV2020111016	202100 Accounts Payable	16 67
12/01/2020		7803344	Yes Yes	Hubdoc - 153286896 - INV2020111016	101000 Cash/Investments:General Fund	16.67
12/01/2020	Bill Payment (Check)	7603344	162		101000 Cash/investments.General Fund	-16.67
PERS						
12/10/2020	Check	ERIC	Yes		101000 Cash/Investments:General Fund	-454.43
RAE Water						
12/01/2020	Bill Payment (Check)	7803345	Yes		101000 Cash/Investments:General Fund	-132.79
	• • •			U.bdaa 150000054 INVOLUENZO 00/EIDE 00		
12/22/2020	Bill	GH5370-00/FIRE-00	Yes	Hubdoc - 158286854 - INVGH5370-00/FIRE-00	202100 Accounts Payable	44.54
12/30/2020	Bill Payment (Check)	7803385	Yes		101000 Cash/Investments:General Fund	-44.54
Republic Serv	ices					
12/01/2020	Bill Payment (Check)	7803346	Yes		101000 Cash/Investments:General Fund	-450.01
12/28/2020	Bill	0886-001638378	Yes	Hubdoc - 158286858 - INV0886-001638378	202100 Accounts Payable	134.61
12/28/2020	Bill	0886-001639130	Yes	Hubdoc - 158286860 - INV0886-001639130	202100 Accounts 1 ayable 202100 Accounts Payable	106.15
				Hubdoc - 136266660 - INV0866-001639130	· · · · · · · · · · · · · · · · · · ·	
12/30/2020	Bill Payment (Check)	7803386	Yes		101000 Cash/Investments:General Fund	-240.76
Ressler						
12/01/2020	Bill Payment (Check)	7803347	Yes	56595	101000 Cash/Investments:General Fund	-885.40
12/09/2020	Bill	2059730	Yes	Hubdoc - 156221961 - INV2059730	202100 Accounts Payable	105.04
12/15/2020	Bill Payment (Check)	7803373	Yes	56595	101000 Cash/Investments:General Fund	-105.04
12/13/2020	Dill Fayilletit (Check)	7003373	165	30393	101000 Casi/ilivestillents.General Fund	-105.04
SimsUshare						
12/10/2020	Credit Card Expenditure		Yes	missing receipt	210570 Costco Citi Card-Nickolay 7029	74.95
0: 1 0 1						
Stryker Sales 12/01/2020	Corporation Bill	8928565 DM	Voo	Hubdoc - 156257455 - INV8928565 DM	202100 Accounts Poychla	41,412.50
			Yes		202100 Accounts Payable	
12/01/2020	Bill	8928578 DM	Yes	Hubdoc - 156266120 - INV8928578 DM	202100 Accounts Payable	64,230.28
12/15/2020	Bill Payment (Check)	7803374	Yes		101000 Cash/Investments:General Fund	-105,642.78
Tangaro & Co	mpany CPAs					
12/01/2020	Bill Payment (Check)	7803348	Yes		101000 Cash/Investments:General Fund	-1,650.00
Thriftway 12/01/2020	Credit Card Expenditure		Yes	C-6	210100 Conoco	16.71
12/01/2020	Orodit Gara Exportation		100		210100 0011000	10.71
Town Pump						
12/02/2020	Credit Card Expenditure		Yes	QRU-6	210100 Conoco	18.68
12/02/2020	Credit Card Expenditure		Yes	C-6-2	210100 Conoco	36.90
12/06/2020	Credit Card Expenditure		Yes	R-6	210100 Conoco	33.07
12/07/2020	Credit Card Expenditure		Yes	QRU-6	210100 Conoco	13.71
12/09/2020	Credit Card Expenditure		Yes	C-6-2	210100 Conoco	42.50
12/10/2020	Credit Card Expenditure		Yes	E-6-3	210100 Conoco	13.82
12/11/2020	Credit Card Expenditure		Yes	E-6-3	210100 Conoco	18.07
12/11/2020	Credit Card Expenditure		Yes	E-6-3	210100 Conoco	19.23
12/12/2020	Credit Card Expenditure  Credit Card Expenditure		Yes	E-6-3	210100 Conoco	22.27
	·					
12/15/2020	Credit Card Expenditure		Yes	QRU-6	210100 Conoco	15.33
12/15/2020	Credit Card Expenditure		Yes	WT-6-1	210100 Conoco	6.13
12/16/2020	Credit Card Expenditure		Yes	E-6-2	210100 Conoco	27.59
12/16/2020	Credit Card Expenditure		Yes	C-6-2	210100 Conoco	45.80
12/19/2020	Credit Card Expenditure		Yes	S-6, E-6-1	210100 Conoco	25.40
He-s-1	d Income as Division					
Unemploymer 12/31/2020	nt Insurance Division Bill	206 2145	Yes	UI account #206 2145	202100 Accounts Payable	119.63
12/01/2020	JIII	200 2170	100	O1 40004111 π200 2170	202100 Accounts Layable	113.03

United States Treasury

## TRANSACTION LIST BY VENDOR

December 2020

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
12/10/2020	Check	FIB e-pay	Yes	81-2360037	360037 101000 Cash/Investments:General Fund	
USPS						
12/02/2020	Credit Card Expenditure		Yes		210550 Costco Citi Card-Revisky 3990	7.75
Verizon						
12/01/2020	Bill Payment (Check)	7803349	Yes		101000 Cash/Investments:General Fund	-355.84
12/23/2020	Bill	9869827868	Yes	Hubdoc - 158286883 - INV9869827868	202100 Accounts Payable	355.86
12/30/2020	Bill Payment (Check)	7803387	Yes		101000 Cash/Investments:General Fund	-355.86
Wex Bank						
12/01/2020	Bill Payment (Check)	7803350	Yes	0203-00-109722-9	101000 Cash/Investments:General Fund	-382.42
12/23/2020	Bill	69255454	Yes	Hubdoc - 158286884 - INV69255454	202100 Accounts Payable	370.61
12/30/2020	Bill Payment (Check)	7803388	Yes	0203-00-109722-9	101000 Cash/Investments:General Fund	-370.61
Whalen Tire B	ozeman					
12/01/2020	Bill Payment (Check)	7803351	Yes		101000 Cash/Investments:General Fund	-1,308.52

### CHECK DETAIL

December 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR AMOUNT
100000 Cash/Inv					
101000 Genera 12/01/2020	al Fund Bill Payment (Check)	7803336	Anderson ZurMuehlen	142167.700	-1,300.00
12/01/2020	Bill Payment (Check)	7803337	Big Sky Fire Equipment		-22,178.88
12/01/2020	Bill Payment (Check)	7803338	Brian Nickolay.		-17.97
12/01/2020	Bill Payment (Check)	7803339	Century Link		-40.98
12/01/2020	Bill Payment (Check)	7803340	Citi Card		-1,702.57
12/01/2020	Bill Payment (Check)				-175.28
12/01/2020	Bill Payment (Check)	7803342		029404001	-167.99
12/01/2020	Bill Payment (Check)		Montana State Fund	03-134600-0	-457.25
12/01/2020	Bill Payment (Check)		People Facts		-16.67
12/01/2020	Bill Payment (Check)		RAE Water		-132.79
12/01/2020 12/01/2020	Bill Payment (Check)  Bill Payment (Check)	7803346	Republic Services	56595	-450.01 -885.40
12/01/2020	Bill Payment (Check)		Tangaro & Company CPAs	30333	-1,650.00
12/01/2020	Bill Payment (Check)	7803349			-355.84
12/01/2020	Bill Payment (Check)		Wex Bank	0203-00-109722-9	-382.42
12/01/2020	Bill Payment (Check)	7803351	Whalen Tire Bozeman		-1,308.52
12/01/2020	Bill Payment (Check)	7803352	Kelley Connect		-155.99
12/01/2020	Bill Payment (Check)	7803353	Owenhouse-Ace Hardware		-457.38
12/10/2020	Check	FIB e-pay	United States Treasury	81-2360037	-2,067.14
				Federal Withholding Medicare Company	-1,410.00 -328.57
				Medicare Employee	-328.57
12/10/2020	Check	FIB e-pay	Montana Dept. of Revenue	6442692-002-WTH MT - Withholding	-960.00 -960.00
12/10/2020	Check	7803356	Montana Firemen's Association		-207.35
				Montana Firemen's Association	-207.35
12/10/2020	Check	ERIC	FURS	FUDO Francisco	-5,196.13
				FURS-Employee FURS-Employer	-2,218.62 -2,977.51
12/10/2020	Check	ERIC	PERS		-454.43
				PERS-Employee	-215.35
				PERS-Employer	-239.07
12/10/2020	Check		Costco Wholesale		0.00
12/15/2020	Bill Payment (Check)		BlueCross BlueShield of Montana		-4,115.39
12/15/2020	Bill Payment (Check)	7803358	Bound Tree Medical		-93.57

### CHECK DETAIL

December 2020

DATE	TRANSACTION TYPE		NAME	MEMO/DESCRIPTION	CLR AMOUNT
12/15/2020	Bill Payment (Check)	7803359	Bozeman Chronicle	347411	-94.00
12/15/2020	Bill Payment (Check)	7803360	CentralSquare Technologies LLC		-720.00
12/15/2020	Bill Payment (Check)	7803361	Century Link		-178.35
12/15/2020	Bill Payment (Check)	7803362	Charter Communications	8313200110672244	-284.75
12/15/2020	Bill Payment (Check)	7803363	Fire Suppression Systems	HYA004	-680.00
12/15/2020	Bill Payment (Check)	7803364	General Distributing Co.	56625	-78.00
12/15/2020	Bill Payment (Check)	7803365	JA Gear		-80.00
12/15/2020	Bill Payment (Check)	7803366	Kenyon Noble		-47.94
12/15/2020	Bill Payment (Check)	7803367	Michael Buffington		-193.78
12/15/2020	Bill Payment (Check)	7803368	Montana Department of Local Government Services		-950.00
12/15/2020	Bill Payment (Check)		Montana DPHHS		-35.00
12/15/2020	Bill Payment (Check)	7803370	NAPA Auto Parts	12342	-116.70
12/15/2020	Bill Payment (Check)	7803371	Northwestern Energy		-1,965.57
12/15/2020	Bill Payment (Check)	7803372	PayneWest Insurance		-10,316.00
12/15/2020	Bill Payment (Check)	7803373	Ressler	56595	-105.04
12/15/2020	Bill Payment (Check)	7803374	Stryker Sales Corporation		-105,642.78
12/16/2020	Bill Payment (Check)	7803375	Northwestern Energy		-659.72
12/30/2020	Bill Payment (Check)	7803376	Anderson ZurMuehlen	142167.700	-1,300.00
12/30/2020	Bill Payment (Check)	7803377	Century Link		-40.98
12/30/2020	Bill Payment (Check)	7803378	Citi Card		-2,252.65
12/30/2020	Bill Payment (Check)	7803379	DirectTV	029404001	-167.99
12/30/2020	Bill Payment (Check)	7803380	Grass Monkey Lawn Care		-120.00
12/30/2020	Bill Payment (Check)	7803381	Kelley Connect		-140.08
12/30/2020	Bill Payment (Check)	7803382	Michael Buffington		-114.51
12/30/2020	Bill Payment (Check)	7803383	Owenhouse-Ace Hardware		-395.04
12/30/2020	Bill Payment (Check)	7803384	PayneWest Insurance		-28,353.00
12/30/2020	Bill Payment (Check)	7803385	RAE Water		-44.54
12/30/2020	Bill Payment (Check)	7803386	Republic Services		-240.76
12/30/2020	Bill Payment (Check)	7803387	Verizon		-355.86
12/30/2020	Bill Payment (Check)	7803388	Wex Bank	0203-00-109722-9	-370.61

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

DATE: DECEMBER 15, 2020 TIME: 7:00 p.m. LOCATION: Sourdough Fire Station, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT

In compliance with <u>MCA 2017 2-3-212</u> 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 <u>www.hyalitefire.org/board-meeting-minutes/</u> 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 Justin Miller 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

0:00:01	CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT
	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. None given.
0:00:31	HYALITE CONSENT AGENDA
	Chair Geddes asked if there were any requests to remove items from the Consent Agenda.
	Trustee Shrauger asks about items on the financial statements. Treasurer Zidack and
	Administrative Assistant provides explanations.
	Chair Geddes asks for more board discussion on the Consent Agenda – None given.
	Motion: Chair Geddes asks for a motion to approve the consent agenda from the
	November 17, 2020 board meeting as well as the synopsis from the November 23,
	2020 Special Work Meeting. Trustee Miller so moved.
	Trustee Zidack seconded the motion.

	<b>Vote:</b> Jarrett-Yes; Zidack-Yes; Shrauger-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.
	[See November 17, 2020 Board Packet for Consent Agenda items approved, and November 23, 2020 Special Work Meeting-Ambulance Transport Synopsis.]
	REGULAR AGENDA
0:03:27	Discussion and Decision - Amended Expenditure Budget for FY2021
	Trustee Zidack gave information on the Amended Budget and Capital Expenditures.
	Chair Geddes asks for board discussion – None given. Chair Geddes asks for public comment – None given. Chair Geddes asks for more board discussion. None given.
	Motion: Trustee Zidack made a motion to approve the County Resolution Amending FY 20/21 budget to reflect capital purchases.
	Chair Geddes asks for more board discussion on the motion – None given.
	<b>Second:</b> Trustee Shrauger seconded the motion.
	Chair Geddes asks for any public discussion on the motion – None given.
	<b>Vote:</b> Jarrett-Yes; Zidack-Yes; Shrauger-Yes; Miller-Yes; Geddes-Yes-Unanimous approval.
	[See Attachment A for Resolution 2020-03 and Amended Expenditures Budget]
0:05:34	Discussion and Decision - Pintler Billing Contract
	Chair Geddes asks for board discussion. Trustee Shrauger asks about other possible billing companies. Chief Revisky responds to the due diligence he performed and the responses received from Pintler Billing references. Chair Geddes asks questions.
	Chair Geddes asks for more board discussion. Trustee Shrauger makes comments. Chair Geddes asks for more board discussion – None given.
	Chair Geddes asks for public comments. Steve White asks about other costs, i.e. statement costs. Pat Wilson asks about clearinghouse costs.
	Chair Geddes makes comments. He states he is willing to go forward with the contract as presented. Trustee Zidack concurs with the Chairs comments. Trustee Jarrett makes comments and is comfortable going forward for the trial period with the sole sourcing. Trustee Shrauger makes further comments and wishes to delay the decision until the next meeting to get proposals from other entities.
	Chair Geddes asks for more board discussion. Trustee Zidack asks questions. Trustee Shrauger responds. Chair Geddes asks for more board discussion – None given. Chair Geddes asks for further public comment – none given.
	Motion: Trustee Shrauger moves to delay the decision until next meeting after a couple more competitive proposals are presented.
	Trustee Zidack asks staff about concerns or questions about delaying the decision. Chief Revisky responds.

	<b>Second:</b> Trustee Zidack seconded the motion.
0:19:48	Vote: Jarrett-Aye; Zidack-Aye; Shrauger-Aye; Miller-Aye; Geddes-Yes-Unanimous approval.  Discussion and Decision – Bond Re-financing – Jackson, Murdo & Grant, PC Resolution and Engagement Letter
	Trustee Zidack informs the board about the process and the documents before them. He advises this is an advantageous time to re-finance the bond.
	Chair Geddes asks for board discussion. Trustee Shrauger asks questions. Trustee Zidack responds.
	Chair Geddes asks for public comment. Steve White informs the board he appreciates the board is going forward with this action.
	Chair Geddes asks for more board discussion. None given. Chair Geddes asks for any further public comment. None given.
	Motion: Trustee Zidack moves to approve the Jackson, Murdo & Grant engagement letter and the Resolution to pursue Refinancing the bond.
	Second: Trustee Jarrett seconded the motion.
	Chair Geddes asks for any public comment on the motion. None given. Chair Geddes asks for any board discussion on the motion. None given.
	Vote: Jarrett-Yes; Zidack-Yes; Shrauger-Yes; Miller-Yes; Geddes-Yes-Unanimous approval
0:30:04	[See Attachment B for Engagement Letter and Bond Resolution-2020-04]  May 4, 2021 Trustee Election
0:30:04	May 4, 2021 Hustee Election
	Two trustee positions are expiring in 2021, Trustees Miller and Shrauger.
	Chair Geddes asks for board discussion. None given. Chair Geddes asks for any public comment. None given.
	Motion: Chair Geddes asks for a motion approving a resolution calling for a truste election. Trustee Jarrett so moved.
	Second: Trustee Zidack seconded the motion.
	Vote: Jarrett-Yes; Zidack-Yes; Shrauger-Yes; Miller-Yes; Geddes-Yes-Unanimous approval
	[See Attachment C Resolution 2020-05 for Trustee Election]
0:31:13	Fire Chief's
	COVID Update – No new positive cases within the department. No individuals are in isolation or quarantine. Unsure on where the department sits for getting vaccines.
	Engine 6 has a failed EGR and will be an expensive fix.

CARES Act monies were approved for cots and two Lifepack defibrillator monitors. Radios should be arriving soon. Ambulance RFP is currently being advertised. Discussion held on ambulance specs. Chair Geddes asks for board discussion. Trustee Shrauger asks questions. Chief Revisky responds. Chair Geddes asks about types of engines. Chief Revisky responds. Chair Geddes asks for any public comment on the Chief's report. None given. Assistant Fire Chief provides information on the Santa Parade set for Saturday, December 19th. Trustee Shrauger asked how to obtain transport data and offered to do the work to build a spreadsheet to track transports. Discussion is held and the board suggests tracking the transports once the service is up and running. [See Attachment D for Fire Chief's Report] 0:51:02 Renewal of Accident and Liability Policies Administrative Assistant Wyman advises the accident policy did not change and the commercial policy decreased by \$431.00. Trustee Zidack makes comments. Chair Geddes asks for board discussion. None given. Chair Geddes asks for any public comment. None given. Motion: Trustee Zidack moves to renew the accident and liability policies as presented. **Second:** Trustee Miller seconded the motion. Chair Geddes asks for any public comment on the motion. None given. Chair Geddes asks for any board discussion. None given. **Vote:** [arrett-Yes; Zidack-Yes; Shrauger-Yes; Miller-Yes; Geddes-Yes-Unanimous approval [See Attachment E for Accident and Commercial Policies] 0:54:01 **Trustees' Activities** Trustee Shrauger makes comments regarding public outreach. Chair Geddes makes comments and provides history on efforts made in public outreach. Trustee Shrauger suggests forming a committee and forming policies. Trustee Zidack points out there is money in the budget for community outreach. Trustee Shrauger enquires into the Solar System project. The project has not been started as of this time. The deadline for completion is April 30, 2021. 1:05:20 **Announcements** Signage for the stations has been installed.

• Next board meeting will be held January 19, 2021.

1:06:11	ADJOURNMENT



### 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 Trustee Zidack	, seconded
by Trustee Jarrett. The Resolution was adopted by a vote of	
5-0	

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.

Resolution 2020-03 December 15, 2020 Hyalite Rural Fire District

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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 15th day of December, 2020.

Eugene M. (Pete) Geddes, Chairman

Justin Miller, Vice-Chairman

Nick Shrauger, Secretary

Jason Jarrett, Trustee

Walt Zidack, Treasurer

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

FUND NUMBER_	7720	
DISTRICT NAME_	Hyalite Rural Fire District	

ANNUAL	<u> EXPENDI</u>	TURE RE	<u>QUESTED BU</u>	IDGET
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				
<u>subtotal</u>	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	
Subtotal	727,475	604,686	735,075	
USE OF FIRE IMPACT FEES				
<u>Subtotal</u>				
Capital Outlay (spend this yr.)		52,114	818,584	
Capital Reserve (future yr.)	445,654	900,478	1,299,048	
<u>Subtotal</u>	445,654	952,592	2,117,632	
TOTAL	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. Trustee Phone Trustee 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

Dietriet es Cilere	Nlassa	r -	items to be purchased in 1 1 202	<u> </u>		
District or Library Name		ну	Hyalite Rural Fire District			
Fund Number		940	0			
Requested Item/Project Description	Replacen Equipme (Yes/No)	nt?	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 20	21 Requested	\$818,584	
Signature				Date		

(Insert Additional Rows as Needed)

### JACKSON, MURDO & GRANT, P.C.

NATHAN BILYEU DAVID C. DALTHORP ERIN LYNDES SEAN SLANGER SCOTT M, SVEE BURT W. WARD

MURRY WARHANK

ATTORNEYS AT LAW 203 North Ewing Street Helena, MT 59601

OF COUNSEL
TERRY B, COSGROVE
JOHN H. GRANT
DAVID L. JACKSON
JACQUELINE T. LENMARK
ROBERT M. MURDO

Direct Dial: (406) 442-1314 Fax: (406) 443-7033 Email: nbilyeu@jmgm.com

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;
- (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;

Hyalite Rural Fire District December 10, 2020 Page | 2

- (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 <u>not</u> 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

Hyalite Rural Fire District December 10, 2020 Page | 3

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

Hyalite Rural Fire District
December 10, 2020
Page   4

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

6...

Its: \_\_

HRFD December 15, 2020 Synopsis Page 13 of 105

### RESOLUTION NO. 2020-04

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 Treasurer, Zidack; moved by Trustee Zidack; and seconded by Trustee Shrauger. 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 December 2020.

Epulu (Muss., Chairman

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### RESOLUTION NO. 2020 - 05

#### 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 15th day of December, 2020.

BOARD OF TRUSTEES

Chairman

## **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 RURAL FIRE DISTRICT 4541 SOUTH 3RD AVENUE BOZEMAN, MT 59715-0000

Please note the address of your actual location may be reflected on the declaration page.





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** 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 <a href="mailto:lgunderson@glatfelters.com">lgunderson@glatfelters.com</a>.
- 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** 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

Markel

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



Attachment E



# Attachment E GLATFELTER INSURANCE GROUP

Notice of Privacy Policies & Practices\*

FACTS	WHAT DOES GIG DO WITH YOUR PERSONAL INFORMATION?
Why?	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.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  Name, address, age, Social Security number, marital status, assets, income, credit history, demographic information, IP address, browser information Products or services purchased, account balances and payment history, employment Information, motor vehicle reports, medical information
How?	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?
For our everyday business purposes — 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
For our marketing purposes — to offer our products and services to you		No
For joint marketing with other financial companies		No
For our affiliates' everyday business purposes — information about your transactions and experiences		No
For our affiliates' everyday business purposes — information about your creditworthiness		Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing / Questions?

Call us at (800) 233-1957 and ask for the Privacy Coordinator.

<u>Please note</u>: 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.

#### Who we are / Companies to which this notice applies

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.  Our affiliates are companies with which we share common ownership and which offer P&C, life and health, and certain benefit products.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • GIG 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 insurance companies and other companies that provide financial products and services.

#### Other important information

<u>CA and VT Residents</u>: 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. **NV Residents:** 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.

For more information, contact: Glatfelter Insurance Group, Attn: Privacy Coordinator, P.O. Box 2726, York, Pennsylvania 17406, (717) 741-0911, or visit <a href="https://www.glatfelters.com/privacy-policy">www.glatfelters.com/privacy-policy</a>. This privacy page on our website includes a Google Analytics opt-out link.

#### HIPAA PRIVACY NOTICE

#### Attachment E

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

I. 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. <u>Statement of Your Rights</u>. 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. <u>Information We Collect About You</u>. 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.
- 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.

- 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. <u>Our Practices Regarding Confidentiality and Security.</u> 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

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.

Attachment E

## **FACTS**

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

Why?

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.

## What?

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.

## How?

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?
For our everyday business purposes — 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
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

## **Questions?**

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

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

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: <a href="mailto:clprivacy@aig.com">clprivacy@aig.com</a>

Attachment E/2018 Page 2

#### 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 To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include personal information? 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 We collect your personal information, for example, when you personal information? 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. 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.

# 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:

HIPAA Privacy Officer 2919 Allen Parkway L3-20 Houston, TX 77019 hipaaquestions@aig.com		
Phone N	lumbers:	
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>&</sup>lt;sup>1</sup> This Company does not solicit business in New York.

Attachment E

## 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

l.	Loss of Life Benefits	
	A. Accidental Death Benefits	
	(1) Accidental Death Benefit Amount	\$300,000
	(2) Seat Belt Benefit Amount	
	(3) Safety Vest Benefit Amount	
	(4) Military Death Benefit Amount	
	B. Illness Loss of Life Benefit Amount	
	C. Dependent Child and Education Benefit Amount	
	D. Spousal Support and Education Benefit Amount	
	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	
	G. HIV Positive Lump Sum Living Benefit Principal Sum	\$300,000

Attachment E

III.	Weekly Income Benefits  A. Total Disability Benefits	
	(1) Total Disability Weekly Amount (first 28 days)	\$800
	(2) Total Disability Weekly Amount (after 28 days)	\$800
	(3) Total Disability Minimum Weekly Amount	
	B. Partial Disability Benefits	φ200
	(1) Partial Disability Weekly Amount (first 28 days)	\$400
	(2) Partial Disability Maximum Weekly Amount (after 28 days)	
	(3) Partial Disability Minimum Weekly Amount	
	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	
	C. Post-Traumatic Stress Disorder Maximum Amount	
	D. Critical Incident Stress Management Maximum Amount	
	E. Family Expense Benefit Amount (per day)	
	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
Χ.	Optional Benefits	
Λ.	A. Weekly Hospital Benefit Amount	\$300
	B. First Week Total Disability Benefit Amount	
	C. Coordinated 28 Day Total Disability Benefit Amount	NONE
	D. Extended Total Disability Benefit	
	E. Long-Term Total Disability Benefit	
	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	
	Extra Expense Benefit Maximum Amount	
	H. 24-Hour Accident Benefit Amount	
	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)

#### 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.

## Attachment E

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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**

For Loss of:	% of Principal
	Sum Payable
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%
Uniplegia	100%
Both Hands or Both Feet	
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	
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**

	% of Vision Impairment Benefit
Vision Impairment	Payable Per Each Eye
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 preexisting 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**

Left Ventricular Ejection	<b>New York Heart Association</b>	<b>Heart Permanent Impairment</b>
<u>Fraction</u>	Functional Classification	Benefit Due
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
Age 41 to 65
Age 66 or over
T25% of amount payable
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 x 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 Sumpayable.

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**

	Area	Maximum Allowable % for Area Surface	Maximum % of Cosmetic Disfigurement Resulting
Body Part	<u>Classification</u>	<u>Burned</u>	from Burns Principal Sum
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 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 x 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 "Felonious 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 Felonious Assault Benefit is indicated in the **Schedule**, **We** will pay the Felonious Assault Benefit Amount.

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

"Felonious Assault" will not apply to a Police Officer while acting within the scope of his or her employment.

"Felonious 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

<u>24-Hour Accidental Death Benefit</u>. **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.

<u>24-Hour Accidental Dismemberment and Paralysis or Vision Impairment Benefit</u>. 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:

Weekly Injury Permanent Impairment Benefit Yes Transition Benefit Yes	⊠No ⊠No
Optional Benefits	
D. Extended Total Disability Benefit	$\boxtimes$ No
E. Long-Term Total Disability Benefit	⊠No
F. Cost Of Living Adjustment (COLA) Benefits	
(1)Weekly Injury Permanent Impairment COLA	$\boxtimes$ No
(2)Long-Term Total Disability COLA	$\boxtimes$ 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)

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 <a href="https://www.mtlifega.org">www.mtlifega.org</a> or contact:

Montana Life and Health Insurance Guaranty Association PO Box 8247 Missoula, MT 59807 877-678-1048 or 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)

#### 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")

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

#### **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 <a href="https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx">https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx</a>

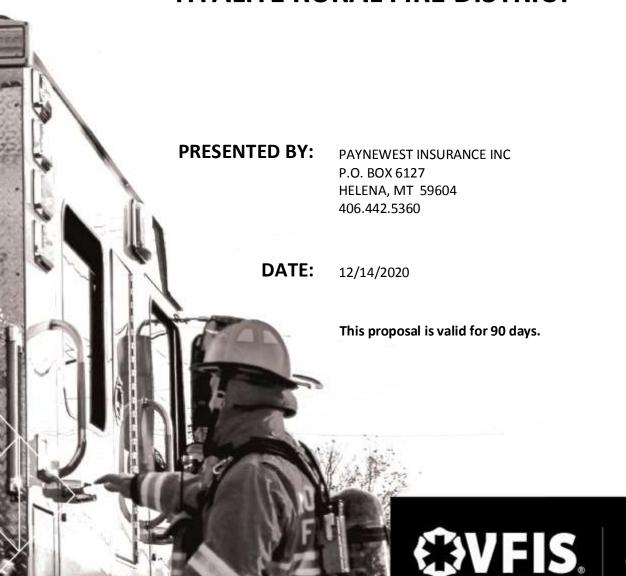
Edition Date: 5/2016

#### 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 <a href="www.aig.com/producer-compensation">www.aig.com/producer-compensation</a> or by calling 1-800-706-3102.

# PROTECT YOUR CREW, YOUR ASSETS, YOUR FUTURE.

## **HYALITE RURAL FIRE DISTRICT**



HRFD



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#### THANK YOU FOR RENEWING

Thank you so much for choosing to renew your insurance with VFIS. Your choice means a lot to us.

Since 1969, we have worked to provide quality support and protection, a focus on safety and training and legendary claims service to our clients. Together, our associates boast over 760 years of combined emergency services experience, so we pride ourselves on not just serving your industry, but also on living it, respecting it and protecting it.

We hope you've felt the VFIS difference, and that it has inspired your choice to remain a client. As our client you are part of a large and growing group of emergency service organizations, including fire departments, ambulance and rescue squads and 911 centers. We take the responsibility of protecting your most important assets very seriously, and have dedicated our lives to protecting you just as you've dedicated yours to protecting others.

We understand the risks that you face each time you leave for a call, and have listened to your concerns for your family, crew, equipment and your station. It is our hope that because you have our customized insurance options, educational opportunities, training and risk management resources on your side, you can head out for those calls each day feeling more confident, secure and protected.

At VFIS, we look forward to continuing to serve you, and hope to continue to not only meet but exceed your expectations.

Please visit our website at <u>vfis.com</u> to learn more about the services we offer, or give us a call at 800.233.1957 to share stories and ideas or ask questions at any time.

Troy A. Markel

y Markel

President

WE LIVE IT.
WE RESPECT IT.
WE PROTECT IT.



#### THE VFIS ADVANTAGE

Nothing is created equal. You clearly know the best fire truck manufacturer and the best place to get your gear. You wouldn't sacrifice quality for cost on these items, so why skimp on your insurance coverage?

At VFIS, we've seen the front lines and we pioneered insurance specifically for emergency services. We understand the risks you face every time you leave for a call. That's why we not only offer customized insurance options, but education, training and risk management resources to keep your skills on point. Add in our responsiveness, quality service and legendary claims handling and you can see what separates us from the rest.

Don't be fooled by a knock-off. You, your equipment and your crew deserve the best coverage. You dedicate your life to protecting others. We dedicate ours to protecting you.

On top of all of the best-in-class coverages and features ESO's have come to expect from VFIS, we also offer some unique benefits our competitors just can't match.

#### Accident & Sickness

- 200% of the Principal Sum for quadriplegia and paraplegia and 100% for hemiplegia
- Illness Loss of Life Benefit paying for death due to heart attack or stroke within 48 hours of an
  emergency response or physical training exercise vs. requiring such a death to be "caused by" a
  covered activity

#### Risk Management

- 100+ "Manage Your Risk" best practice guidelines available for download
- Self-evaluation program to identify areas for improvement
- Technical assistance in interpreting and applying codes/standards and regulations
- Building replacement cost estimates
- On-site hazard identification and risk control surveys
- Industry cause of loss statistical reviews and individual loss trending studies
- On-site seminars regarding key loss exposures
- Safety focused ride along observation programs
- Provide resources that help with Human Resources

#### Specialty Benefits

- Minimum 3% guaranteed rate of return on LOSAP funds
- Accidental burn and disfigurement and burial benefits
- Optional 200% line of duty coverage
- Critical illness coverage for heart attack, stroke, kidney failure and cancer
- Benefits paid out at lump sum upon diagnosis not as an expense reimbursement
- 24 hour on-and-off duty benefits



#### **Education Training & Consulting**

- Industry alliances with CFSI, NVFC, NFPA, IAFC, NFFF, NEMSMA, NAEMSO, VCOS, ISFSI, NAEMSE
- 350+ online training classes in addition to those offered in-person
- Train the Trainer programs

#### **EDUCATION, TRAINING & CONSULTING SERVICES**

We have a proud tradition and history of being a leader in providing our emergency services clients with quality training programs and other risk management tools. VFIS provides clients access to:

- 25+ training programs
- 50+ online training programs
- 7 downloadable training booklets
- 40+ safety posters
- 20+ downloadable safety forms
- Self-audit guides

A brief overview of the training materials we offer can be found in our education and training resource catalog.

#### Distance Learning

Our distance learning site (VFIS University) is hosted by TargetSolutions. VFIS University can provide access to more than 350 online distance learning courses. (VFIS classes would be offered free and TargetSolutions classes would be available at a preferred rate - fee per class.)



#### RISK MANAGEMENT SERVICES

VFIS is more than just a company that you can use to transfer risk. As a valuable service to your organization, VFIS provides Risk Control, Education and Training Services. Our Risk Control team is staffed by active emergency service personnel with more than 200 years of combined emergency service experience.

#### **Employment Practices**

It's important to keep up with the latest on employment law liability issues. Through our VFIS HR Help portal, we work to keep our clients up to date and provide timely resources that educate and inspire good employment practices. Through **VFISHRHelp.com** we provide:

- Web-based EPL training that tracks employees' progress and completion
- Tools to evaluate your current HR policies
- Articles highlighting relevant workplace issues
- Checklists to discover areas of exposure
- Lawsuit and court decision summaries
- Free model HR policies and forms for download

#### Communiqués/Safety Bulletins/Checklists

VFIS has over 100 technical reference bulletins covering fire and EMS operations, vehicle operations, employment practices and ESO administration.

#### On-site Risk Assessments

VFIS can provide on-site risk control assessments in evaluating the effectiveness of existing procedures for controlling potential loss exposures. These assessments, where requested, will be provided by a Certified Safety Professional with experience in fire and emergency medical services.

#### Self-Assessment Tools

VFIS provides a web-based self-assessment guide (Mutual Aid by VFIS) which highlights known loss producing exposures and directs users to resources available to assist their organization in addressing them.

#### Newsletters

VFIS provides quarterly newsletters covering emerging topics of concern to emergency service leaders and personnel.



#### **PROPOSAL**

#### **GENERAL INFORMATION**

This Proposal reflects the renewal of policies listed below:

Policy Number	Effective Date	Expiration Date
VFNU-CM-0001511-00	01/01/2020	01/01/2021
VFNU-TR-0001510-00	01/01/2020	01/01/2021

First Named Insured: HYALITE RURAL FIRE DISTRICT

Mailing Address: 4541 SOUTH 3RD AVENUE

BOZEMAN, MT 59715

Other Named Insured(s): - RAE FIRE SERVICE AREA

- SOURDOUGH RURAL FIRE DISTRICT

- SOURDOUGH FIREFIGHTERS ASSOCIATION

- RAE VOLUNTEER FIRE COMPANY



#### **PROPERTY**

#### Schedule of Locations

<u>Premises</u>	<u>Item</u>	<u>Address</u>	<u>Occupancy</u>
1	1	5400 GOOCH HILL RD BOZEMAN, MT 59718	FIRE STATION
2	1	10200 COTTONWOOD RD BOZEMAN, MT 59718	FIRE STATION
2	2	10200 COTTONWOOD RD BOZEMAN, MT 59718	TRAINING BUILDING
3	1	4541 S 3RD AVE BOZEMAN, MT 59715	FIRE STATION
3	2	4541 S 3RD AVE BOZEMAN, MT 59715	STORAGE
4	1	5370 GOOCH HILL RD BOZEMAN, MT 59718	DWELLING

#### Schedule of Limits & Deductibles

Property Deductible: \$2,500

Blanket Contents Limit: \$564,605 \* below indicates Contents included in Blanket Limit

Premises/ <u>Item</u>	Building <u>Limit</u>	Building <u>Valuation</u>	Contents <u>Limit</u>	Contents Valuation	Earthquake <u>Deductible</u>	Flood <u>Deductible</u>
1/1	\$543,922	GRC	\$61,580 *	RC	5%	\$1,000
2/1	\$1,428,613	GRC	\$153,691 *	RC	5%	\$1,000
2/2	\$125,942	GRC	\$7,697 *	RC	5%	\$1,000
3/1	\$3,236,686	GRC	\$316,331 *	RC	5%	\$1,000
3 / 2	\$237,239	GRC	\$25,306 *	RC	5%	\$1,000
4/1	\$316,331	RC	Not Covered	N/A	5%	\$1,000

#### Valuation Basis

VFIS insures property on a guaranteed replacement cost (GRC), replacement cost (RC), actual cash value (ACV) or functional replacement cost (FRC) basis. The Schedule of Limits shows how your property was quoted.

#### **Descriptions**

**Guaranteed replacement cost** pays to replace your property, without deduction for depreciation, even if the replacement cost is greater than the limit on the policy. Here's an example:

	With GRC	Without GRC
Policy limit:	\$100,000	\$100,000
Actual cost to replace:	\$125,000	\$125,000
Policy pays:	\$125,000	\$100,000
You would have to pay:	\$0	\$25,000

**Replacement cost** pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.



**Actual cash value** pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.

**Functional replacement cost** pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.



#### PROPERTY - COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

#### Loss of Income

Protects your organization's loss of income if your operations are interrupted because of a covered loss to your buildings or contents.

Includes increased time due to enforcement of an ordinance or law.

No dollar limit; covers the actual loss of income you sustain during the period of restoration for up to 24 months.

**Example:** Because of serious wind damage to the roof of the fire station, a volunteer fire company is unable to hold the twice-weekly bingo games they count on to fund their operations. This coverage would pay for the lost income until the roof is repaired and the bingo games can resume.

#### Extra Expense

Protects your organization from extra expense you incur if your operations are interrupted because of a covered loss to your buildings or contents, provided the extra expense is necessary to minimize your down-time and continue operations.

Includes increased time due to enforcement of an ordinance or law.

No dollar limit; covers the extra expense (over and above your normal operating expense) incurred during the period of restoration for up to 24 months.

**Example:** An ambulance squad suffers a total loss to their main garaging location due to a fire. In order to continue responding to calls, they must lease space from the local municipality for the time it takes to rebuild their garage. This coverage would pay for the extra costs (rent, phone installation, furniture leasing and so forth) needed to do so.

#### Utility Service Interruption

Loss of Income and extra expense is extended to cover an interruption in utility services to your premises, if utility interruption occurs as a result of a covered cause of loss.

Subject to a 72 hour waiting period.

#### **Ordinance Coverage**

Applies to buildings insured on a guaranteed replacement cost basis or on a replacement cost basis.

Will pay for the loss of value of the undamaged portion of a building that must be torn down, following a covered loss, because of applicable local, state or federal building codes. If the building is written on a replacement cost basis, the amount paid for such loss is included in your building limit and does not increase it.

Will pay for the cost to demolish the undamaged portion of the building, clear the site, and repair or rebuild according to code. These costs are covered up to 100% of the amount paid for the initial direct physical loss or damage to the building.

**Examples** of costs covered by this extension include updated electrical systems to comply with local building codes, or improved rest room facilities that are accessible to disabled people.



Earthquake Applies to the full amount of coverage you carry on buildings and contents (no

sub-limit).

Includes volcanic action.

A special 5% deductible applies to the value of the building and personal

property for each item.

**Flood** Applies to the full amount of coverage you carry on buildings and contents (no

sub-limit).

A special \$1,000 deductible applies per premises.

**Equipment** Covers the mechanical breakdown of equipment or the explosion of pressure

vessels at your premises. Covered equipment includes such things as refrigeration equipment, air conditioners, cascade units and boilers.

Covers the mechanical breakdown of certain types of portable equipment (mobile cascade units, mobile generators, portable pumping units, jaws-of-

life) away from your premises.

Covers loss of income or extra expense your organization may suffer if your utilities are interrupted as a result of an accident to covered equipment

owned by your landlord or utility company.

No dollar limit.

Other Perils (not Damage covered by many

property policies)

**Breakdown** 

Damage caused by the back-up of sewers and drains.

Damage caused by artificially generated electrical currents.

Damage caused by changes in temperature or humidity.

**Arson Reward** Limit of \$25,000.

For the reimbursement of your payment of rewards which provide

information related to arson fire.

No deductible.

Crisis Incident

**Response Coverage** 

We will pay up to \$25,000 for any one crisis incident that results in crisis management expenses (to restore your public image) or post-crisis counseling

services.

Debris Removal Covered without limit if the expense is incurred as a result of a covered cause

of loss.

Contents
Off-Premises

Pays the greater of \$25,000 or your highest contents limit at any location.

Does not apply to portable equipment.

**Newly Acquired** 

**Property** 

Automatically covers newly acquired buildings, buildings under construction,

and contents at newly acquired locations.

The automatic feature lasts for 90 days or the end of the policy period,

whichever is later.

Limits are \$2,500,000 for buildings and \$500,000 for contents.



Fine Arts Limit of \$50,000 when there is a certified appraisal; otherwise the limit is

\$25,000 subject to \$1,500 limit per item.

**Money & Securities** Covers theft, disappearance or destruction on-premises or off-premises.

Automatic \$30,000 limit; higher limits are available.

Trees, Shrubs, Plants & Lawns

Covered against loss by fire, lightning, explosion, civil commotion, aircraft,

vehicles and vandalism.

No dollar limit.

**Glass Deductible** 

Waiver

Property deductible is waived when loss only involves building glass.

**Personal Effects** Applies on-premises only.

Primary coverage (not excess over a homeowners policy, for example).

For members, full replacement cost with no dollar limit. For non-members, a limit of \$1,500 per person applies.

No deductible.

Member's Property (other than personal

effects)

Limit of \$5,000 (for items such as computers, all-terrain vehicles, snowmobiles, golf carts, personal watercraft, tools and firearms).

Primary Coverage and not excess over a homeowners policy.

No deductible.

Member's Real Property Deductible Reimbursement We will provide up to \$1,000 deductible reimbursement for damage to members residence when responding to an emergency on your behalf.

No deductible.

Pollution Clean-Up

Applies on-premises only.

Limit of \$100,000 for remediation expense you incur resulting from fire, lightning, windstorm, hail, explosion, civil commotion, vehicles, aircraft, smoke, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling

objects, the weight of ice / snow / sleet, or water damage.

Limit of \$25,000 for all other covered causes of loss.

Sirens & Antennas

Sirens, antennas, towers and similar structures and their associated equipment are automatically covered away from your scheduled premises, if

you have building coverage with VFIS.

No sub-limit applies.

Permanently Installed Property Off-Premises

Limit of \$125,000.

Applies to outdoor property permanently installed away from your premises.

Includes traffic control devices, statues, signs, monuments and fire hydrants.



Commandeered Property of Others

Replacement cost coverage for any commandeered property other than

autos.

Includes the owner's loss of use.

No dollar limit.

No deductible if commandeered property belongs to volunteer, employee,

director, officer or trustee.

**Computer Software** 

Automatic coverage for the cost of restoring or replacing your organization's

data and the media on which it is stored.

Covered causes of loss include computer virus and the breakdown of

computer hardware.

Applies on-premises or off-premises.

Automatic limit of \$250,000, higher limits are available.

Unintentional Errors and Omissions

Limit of \$500,000.

Covers for unintentionally omitting real property at the time of application or

unintentionally failing to report all real property prior to the beginning of the

policy period.

**Vehicle Parts** 

Limit of \$25,000.

Automatically covers vehicle stock owned by you and stored inside a building

or at your location.

Valuable Papers &

Records

Pays the costs you incur to restore or replace any such documents following a

covered loss.

No dollar limit.

Applies on-premises or off-premises.

Accounts Receivable Pays the costs you incur in restoring your accounts receivable records

following a covered loss.

Also pays amounts you can't collect if your accounts receivable records can't

be restored.

No dollar limit.

Applies on-premises or off-premises.

Lock and Key Replacement

Limit of \$25,000 to reimburse you for lock and key replacement after theft at

your location.

No deductible.



**Recharge Costs** Will pay the cost to recharge fire extinguishing equipment at your premises

regardless of whether the discharge was accidental or was the result of a

covered cause of loss.

No dollar limit.

No deductible.

Limited Coverage for Fungus, Wet Rot, Dry Rot or Bacteria A standard exclusion applies to loss or damage caused by fungus, wet rot, dry

rot or bacteria.

However, the exclusion doesn't apply if the fungus, wet rot, dry rot or bacteria

results from fire or lightning.

An extension has been added to provide a \$25,000 sub-limit if the fungus, wet rot, dry rot or bacteria arises from flood or from a specified cause of loss, as defined in the policy. This sub-limit is the most that will be paid in any policy

term regardless of the number of occurrences.

**Deductible Waiver** If a Property claim occurs in conjunction with a claim under a VFIS Auto

Physical Damage or Portable Equipment coverage, the various deductibles will

not be stacked.

Only one deductible, the largest, will apply.

**Coinsurance** Does not apply to your buildings if they're insured on a guaranteed

replacement cost basis.

Does not apply to your contents if they're insured on a replacement cost basis

or on a guaranteed replacement cost basis.



#### **PORTABLE EQUIPMENT**

Blanket Portable Equipment Coverage

Covered ForLimitDeductibleAll causes of physical loss unlessGuaranteed Replacement Cost\$500

excluded

If Portable Equipment coverage is provided on a blanket basis, coverage is provided for all portable firefighting, ambulance and rescue related equipment owned or furnished for your regular use. Note that boats over 100 horsepower are not covered under blanket; they must be scheduled.



#### **PORTABLE EQUIPMENT – COVERAGE HIGHLIGHTS**

The following apply unless noted otherwise in this proposal:

**Personal Effects** Applies on and off premises while on authorized duty.

Primary coverage (not excess over a homeowners policy, for example).

Full replacement cost with no dollar limit.

No deductible.

Non-owned Portable Equipment Coverage for portable equipment of others temporarily in your possession.

Automatic \$50,000 limit.

Unmanned Aircraft (Drones)

Pays to repair or replace your lost or damaged unmanned aircraft.

Coverage does not apply when the unmanned aircraft is:

- 1. rented, leased or loaned to others without an operator who is your employee or volunteer
- 2. used in any professional or organized racing, demolition or stunting activity. This includes practicing for such activity.

\$500 deductible applies.

Pays up to \$25,000 in any one occurrence.

**Deductible Waiver** 

If a Portable Equipment claim occurs in conjunction with a claim under a VFIS Auto Physical Damage or Property coverage, the various deductibles will not be stacked.

Only one deductible, the largest, will apply.

Coverage to Replace Obsolete Chargers

We will pay for new compatible mobile or stationary chargers when associated covered portable equipment is damaged and replaced.

Theft of Portable Equipment by Member At your request we will pay up to \$5,000 for portable equipment taken by a volunteer or employee no longer affiliated with your organization provided the equipment is reported as stolen.

The most we will pay in one year is \$10,000.

Trailers Used to Transport Covered PE Physical damage coverage is provided automatically if the primary use of the trailer is to provide mobility to other covered portable equipment.

**Example:** A portable generator is installed on a small trailer that can be pulled to an emergency scene by a number of vehicles; both the generator and its trailer would be covered under Blanket Portable Equipment.

**Blanket Coverage** 

Applies to:

- 1. All boats up to 100 horsepower, and
- 2. All jet skis and waverunners regardless of horsepower.

**Scheduled Coverage** 

Required for boats in excess of 100 horsepower.

Reporting

No need to determine equipment values if you select blanket coverage.

VFIS will rate the coverage based on the number and type of vehicles you use.

If you have properly reported all such vehicles, your portable equipment is

covered up to its full replacement cost.



#### **AUTO**

Coverage	<u>Symbols</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection		Not Included
Medical Payments	7	\$1,000
Uninsured Motorists	2	\$500,000
Underinsured Motorists Insurance	2	\$500,000
Hired & Borrowed Vehicles		Included
Commandeered Vehicles		Included
Volunteers/Employees as Insureds Under Non-Owned Autos		Included (Excess)
Temporary Substitute Vehicles		Included
Fellow Member Liability		Included
Incidental Garage Liability		Included
Physical Damage Comprehensive	7,8	see Schedule of Vehicles
Physical Damage Collision	7,8	see Schedule of Vehicles

## Schedule of Vehicles

Vehicle <u>No.</u>	<u>Year</u>	Make & Model	<u>VIN</u>	<u>PE</u>	ACV	Agreed <u>Value</u>	Comp. <u>Ded.</u>	Coll. <u>Ded.</u>
1	1998	GMC FIRST RESPONDER	1GTHK33J1WF003577	FR		\$25,000	\$1,000	\$5,000
2	1985	PIERCE PUMPER TANKER	1M2H145CXFM001163	PT		\$250,000	\$1,000	\$5,000
3	2002	INTERNATIONAL PUMPER	1HTXGAET63J052589	PR		\$495,000	\$1,000	\$5,000
4	2003	INTERNATIONAL PUMPER	1HTXGAET43J052588	PR		\$495,000	\$1,000	\$5,000
5	1996	CHEVROLET FIRST RESPONDER	3GNFK16R7TG150033	FR		\$25,000	\$1,000	\$5,000
6	2012	INTERNATIONAL PUMPER TANKER	1HTGRSJT7CJ423569	PT		\$495,000	\$1,000	\$5,000
7	2000	FORD FIRST RESPONDER	1FDXF47F7YEA28435	FR		\$40,000	\$1,000	\$5,000
8	2011	CHEVROLET FIRST RESPONDER	1GNWK5EGXBR211042	FR		\$46,910	\$1,000	\$5,000
9	2013	INTERNATIONAL PUMPER TANKER	1HTGSSJT8DJ300319	PT		\$329,000	\$1,000	\$5,000
10	2006	TOYOTA FIRST RESPONDER	5TBDT44146S502687	FR		\$25,000	\$1,000	\$5,000
11	1989	GMC SERVICE	1GTGK34NXKE536296	OTH	Х	N/A	\$1,000	\$2,000
12	2016	KENWORTH PUMPER TANKER	2NKHLJ9X1GM490959	PT		\$254,000	\$1,000	\$5,000
13	2018	DODGE RAM COMMAND VEH	3C6UR5CJ8JG336170	FR		\$42,585	\$1,000	\$5,000
14	2019	PIERCE PUMPER TANKER	4P1BAAFF8KA020136	PT		\$595,043	\$1,000	\$5,000



## Schedule of Vehicles – Insured's Identifiers

Only vehicles with an insured's identifier are shown below.

Vehicle				Insured's Identifier
No.	<u>Year</u>	Make & Model	VIN	(How YOU refer to this vehicle)
1	1998	GMC FIRST RESPONDER	1GTHK33J1WF003577	U6
2	1985	PIERCE PUMPER TANKER	1M2H145CXFM001163	WT6-2
3	2002	INTERNATIONAL PUMPER	1HTXGAET63J052589	E6-3
4	2003	INTERNATIONAL PUMPER	1HTXGAET43J052588	E6-2
5	1996	CHEVROLET FIRST RESPONDER	3GNFK16R7TG150033	U6-1
6	2012	INTERNATIONAL PUMPER TANKER	1HTGRSJT7CJ423569	E6
7	2000	FORD FIRST RESPONDER	1FDXF47F7YEA28435	QRU6
8	2011	CHEVROLET FIRST RESPONDER	1GNWK5EGXBR211042	C6
9	2013	INTERNATIONAL PUMPER TANKER	1HTGSSJT8DJ300319	WT6
10	2006	TOYOTA FIRST RESPONDER	5TBDT44146S502687	C6-1
11	1989	GMC SERVICE	1GTGK34NXKE536296	PLOW
12	2016	KENWORTH PUMPER TANKER	2NKHLJ9X1GM490959	WT6-1
13	2018	DODGE RAM COMMAND VEH	3C6UR5CJ8JG336170	C6-2 NEW
14	2019	PIERCE PUMPER TANKER	4P1BAAFF8KA020136	R6



#### **AUTO LIABILITY – COVERAGE HIGHLIGHTS**

The following apply unless noted otherwise in this proposal:

Non-Owned Automobile Covers your liability for vehicles hired, borrowed, or otherwise used on your

behalf on an excess basis.

Covers your liability for commandeered vehicles used on your behalf on a

primary basis.

Volunteers/Employees as Insureds Under Non-Owned Automobiles Volunteers/employees are covered while operating their own personal vehicle

on behalf of the emergency service organization.

Coverage is on an excess basis.

Additional Insured-Automatic Any person or organization for which you have agreed in writing in a contract to

be added as an additional insured.

Expected or Intended Injury

Included for Bodily Injury or Property Damage when resulting from actions taken

to protect persons or property.

Temporary Substitute Vehicle

Coverage is provided when a replacement vehicle is loaned to you while a covered vehicle is temporarily out of service.

Coverage is on a primary basis.

**Example:** A department is temporarily loaned an ambulance while their covered ambulance is being serviced. The loaner is involved in an intersection accident injuring civilians. Liability coverage would be provided to the department on a primary basis up to the policy limit.

Owner of Commandeered Auto as an Insured The owner of a commandeered auto in your temporary care, custody or control

that is being used as part of an emergency operation is an insured.

Coverage is on a primary basis.

Uninsured Motorist/ Underinsured Motorist Covers your organization for bodily injury and/or property damage sustained by an eligible party caused by a negligent uninsured/underinsured motorist or hit-

and-run motorist, based on your state laws.

Fellow Member Liability Covers your volunteers and employees should they accidentally injure a co-volunteer or co-employee arising out of the use of a covered vehicle.

Note that the protection applies to the *individual* against whom the claim is made, whether or not a claim is made against you (the insured organization).

**Example:** A fire truck is responding to an emergency call with lights and sirens activated. The vehicle operator fails to see a civilian vehicle resulting in a collision, injuring several passenger firefighters. Fellow member auto liability coverage would be provided to the fire truck driver up to the limit of the policy for claims arising from the injured passenger firefighters.

Incidental Garage Liability Provides liability arising from autos used in connection with an insured's garage operations.

Coverage is primary.

Provides coverage for your organization if you service or store vehicles owned by others.



#### **AUTO PHYSICAL DAMAGE – COVERAGE HIGHLIGHTS**

#### **Agreed Value**

Physical damage coverage on emergency vehicles is provided on an *Agreed Value* basis. In the event of a loss, you will receive the **lesser of**:

- 1. The cost to repair the covered vehicle; or
- 2. The cost to replace the part with a part of like kind and quality, without deduction for depreciation; or
- 3. The **cost to replace the entire vehicle with a comparable new vehicle,** manufactured to current specifications set by the NFPA, the U. S. Department of Transportation, or similar organization; or
- 4. The **agreed value** shown in the policy.

**Note:** If the estimated repair costs for a damaged vehicle covered on an *Agreed Value* basis exceed 75% of the *Agreed Value*, and you choose not to accept payment under paragraph 1. or 2. (above), VFIS will pay the lesser of paragraph 3. or 4. (above). Under this arrangement, VFIS has the rights to all recovery and salvage.

Furthermore, for repairs or replaced parts under paragraph 1. or 2. (above), VFIS will pay up to an additional 25% of the amount of the loss to cover the costs you incur in bringing the repaired or replaced parts into compliance with the latest safety standards. If recertification is required, we will also pay those costs.

**Example:** A fire department has a 1976 Mack pumper with an Agreed Value of \$50,000. While responding during an ice storm they lose control and slide into a tree. Damages are appraised at \$40,000. The replacement cost of the truck at the time of the loss is \$100,000. Since the Agreed Value selected by the insured is \$50,000 and 75% of the Agreed Value is \$37,500, the insured has the option to either repair the vehicle, taking the \$40,000 settlement, or be reimbursed the Agreed Value of \$50,000 with VFIS having the rights to the salvage.

We use this method for emergency vehicles and, at the insured's option, for private passenger vehicles less than five years old.

#### **Actual Cash Value**

Settles the claim based on the current market value of the damaged vehicle or part (old for old).

We use this method for most private passenger vehicles, service vehicles, some trailers and other non-emergency vehicles.

#### **Stated Amount**

Settles the claim by paying the lesser of:

1. The current market value of the damaged vehicle or part (old for old).

or

2. The amount stated in the policy.

We do not offer stated amount coverage because it is less advantageous to your organization than other methods.



#### AUTO PHYSICAL DAMAGE - COVERAGE HIGHLIGHTS - continued

#### **Deductible Waiver**

If an Automobile Physical Damage claim occurs in conjunction with a claim under a VFIS Portable Equipment or Property coverage, the various deductibles will not be stacked.

Only one deductible, the largest, will apply.

Additionally, regardless of the number of covered autos suffering a physical damage loss while engaged in a single firefighting, ambulance and/or rescue emergency, only one deductible, the largest, shall apply to the entire event.

**Example:** A fire department's rescue truck is responding with lights and siren when it is struck by another vehicle in an intersection and flipped over on its side. The rescue truck sustains \$20,000 of damages and the equipment inside the vehicle is broken and strewn across the roadway. The Waiver of Deductible clauses in the Automobile Physical Damage coverage and the Portable Equipment coverage provide that only one deductible, the largest, would be applied to the loss settlement.

Collision

Damages from overturn or collision with another object.

Comprehensive

Damages from causes other than collision or overturn.

Freezing

Coverage for permanently attached special equipment for loss caused by freezing, unless caused by failure to maintain the equipment.

Includes, but is not limited to, pumps, gauges and tanks.

No freezing coverage for loss to vehicle engines.

Volunteers' or Employees' Personal Automobiles Covers damage to a member's personally owned vehicle:

- 1. while enroute to, during, or returning from an emergency or other activity on behalf of your organization, and
- 2. resulting from a covered cause of loss.

Reimburses the members deductible up to \$1,000 if insurance is carried or actual cash value if no insurance is carried. Member is required to maintain minimum state liability coverage.

**Airbag Coverage** 

Covers loss caused by accidental discharge of an airbag.

Hired, Borrowed or Commandeered Vehicles Coverage for hired, borrowed or commandeered vehicles on an actual cash value basis.

Comprehensive deductible - \$50.

Collision deductible - \$100.

Coverage is primary.

Temporary Substitute Vehicles

Coverage for fire trucks and ambulances with loss to be settled based on the valuation method of the owner's policy, up to \$1,000,000. Subject to the insured's deductible.

**Customized Vehicle Extension** 

Applies to vehicles, such as chief's cars, insured on an actual cash value basis. Cost to replace custom features such as gold leaf lettering, light bars, sirens and

radios on a *replacement cost basis*. Extended to equipment owned by the organization that's permanently installed

in non-owned autos.



#### AUTO PHYSICAL DAMAGE - COVERAGE HIGHLIGHTS - continued

**Towing and Labor** Coverage is provided for vehicles carrying comprehensive coverage.

Labor must be performed at the disablement location.

No mileage limit. Includes the cost to tow the disabled auto to multiple facilities

as necessary, prior to delivery to the final repair facility.

\$2,500 limit applies.

**Recertification** Included in claims settlement for covered losses.

No limit applies.

Removal of Apparatus from Environmentally Sensitive Areas

Following a covered loss, the cost of uprighting, retrieving or towing the vehicle

is part of the claim adjustment expense.

No sub-limit applies.

Rental Reimbursement coverage for Fire Trucks

If no spare or reserve units are available, we provide automatic coverage for

rental expenses for firefighting and rescue vehicles.

Limit of \$250 any one day for up to 40 days.

Rental Reimbursement for member's personally owned vehicles Coverage provided when loss occurs while enroute, during, returning from an emergency or while at the direction and knowledge of an officer of the insured.

Limit of \$30 per day for up to 30 days.

Full Glass Coverage

No glass deductible for vehicles with comprehensive coverage.

Garagekeepers Insurance \$50,000 coverage for vehicles while left with an insured's garage operation.

Comprehensive deductible - \$250.

Collision deductible - \$500.

Coverage is primary.

Provides coverage for your organization if you service or store vehicles owned

by others.



#### GENERAL LIABILITY / PROFESSIONAL HEALTH CARE LIABILITY

This coverage contains the following four sections:

- Coverage A. Bodily Injury and Property Damage Liability protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- Coverage B. Personal and Advertising Injury Liability protects you when claims are made against you because of offenses such as false arrest, wrongful eviction or slander.
- Coverage C. Professional Health Care Liability protects you when claims are made against you as a result of your handling of patients, or providing, or failing to provide, medical services.
- **Coverage D. Medical Expense** protects you when claims are made against you as a result of injuries suffered by the public (not your volunteers or employees) because of your premises or operations. These expenses are payable even if the injury occurred through no fault of your own.

Coverages	<u>Limits</u>
Each Occurrence or Medical Incident	\$1,000,000
Personal and Advertising Injury (each offense)	\$1,000,000
Fire Damage Legal Liability (any one fire)	\$1,000,000
Medical Expense (any one person)	\$5,000
General Aggregate (the total payable in any policy term)	\$10,000,000
Products / Completed Operations Aggregate (the total payable in any policy term)	\$10,000,000

#### Optional Coverages (apply only if checked)

- Employer's (Stop Gap) Liability
  - Provides General Liability and Auto Liability coverage to you (the insured organization) if a volunteer or employee alleges they were injured on the job and are entitled to sue the organization and seek damages beyond the benefits available under the applicable Workers' Compensation statute.
  - Needed when the insured's Workers' Compensation policy provided for your volunteers and/or employees does not contain Part Two Employer's Liability.

ed Watercraft Liabi	lity (boats excee	ding 100 horsepower
	ed Watercraft Liabi	ed Watercraft Liability (boats excee



#### GENERAL LIABILITY – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Volunteers and Employees as Insureds Covers all volunteers (whether or not they are members of your organization) and employees are covered while acting on behalf of your organization.

Other insureds include your officers, directors, commissioners or trustees.

Also included are the owners of any property you commandeer.

VFIS coverage is primary for all of the above insureds, not excess of any personal insurance that may apply.

Your medical director (if any) is an insured for actions taken on your behalf, with these stipulations:

- Coverage doesn't apply to liability arising from any physician's providing or failing to provide on-line medical direction or medical command via a telecommunications device, and
- 2. Hands-on treatment of a patient by a physician is excess of any medical malpractice insurance carried by the physician.

Blanket Additional Insureds Automatically covers any person or organization required by contract to be an additional insured, but only for their liability arising out of your premises or operations.

The contract must be in effect before the injury or damage occurs.

Fellow Member Liability Covers your volunteers and employees should they accidentally injure a co-volunteer or co-employee while working on your behalf.

Note that the protection applies to the individual against whom the claim is made, whether or not a claim is made against you (the insured organization).

"Good Samaritan" Liability Covers your volunteer members and employees for liability arising from actions on their own to render services at the scene of an emergency requiring immediate action.

Applies to professional health care or any other services.

To qualify as a "Good Samaritan," the individual must act independently of your organization or any other organization.

Unlimited Defense Costs

The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.

**Intentional Acts** 

Provides liability protection if, in an attempt to save lives or protect property, your volunteers or employees intentionally cause bodily injury or property damage.

**Example (bodily injury):** A distraught relative of a heart attack victim must be restrained in order for you to administer care to the patient, and in the process the relative is injured.

**Example (property damage):** In order to gain access to a small fire in one apartment unit, a firefighter breaks down a door to a different unit that is not in imminent danger.



#### GENERAL LIABILITY - COVERAGE HIGHLIGHTS - continued

#### **Pollution Liability**

Covers you for bodily injury or property damage arising out of a pollution incident resulting from any of the following:

- 1. emergency operations away from your premises,
- 2. training activities, or
- 3. water runoff from the cleaning of equipment.

Covers you for bodily injury or property damage arising out of an asbestos incident resulting from either of the following:

- 1. emergency operations away from your premises, or
- 2. training activities away from your premises.

#### **Liquor Liability**

Covers you for bodily injury or property damage arising out of the serving or selling of alcoholic beverages.

If alcoholic beverages are sold, VFIS requires that you obtain the proper license or permit, comply with our liquor loss control recommendation, and pay the applicable premium charge.

#### **Contractual Liability**

Covers you for the liability you agreed to assume of another party, either orally or in writing.

The claim must be otherwise covered (not excluded).

**Example:** Farmer Brown agrees to allow a fire department to use his pasture to hold a flea market, as long as any injuries to the public are agreed to be the responsibility of the fire department and not of Farmer Brown.

#### **Watercraft Liability**

Automatic coverage for injury or damage arising from your use of the following:

- 1. non-owned boats,
- 2. owned boats that are not powered by motors,
- 3. owned boats that are powered by motors of not more than 100 horsepower, and
- 4. jet skis and waverunners regardless of horsepower.

## Unmanned Aircraft (Drones)

Covers you for unmanned aircraft owned, operated, rented or loaned to you.

Unmanned aircraft means an aircraft weighing 15 pounds or less that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft.

Unmanned aircraft includes equipment used with the unmanned aircraft, provided such equipment is attached to or essential for its operation.

#### Fire Damage Legal Liability

Covers you for liability for fire damage to buildings your organization may rent or otherwise occupy with the permission of the owner.

A similar provision covers your liability for other than fire damage to buildings or contents rented or loaned to you for not more than 30 consecutive days.

# Damage to Property of Persons Receiving Services

Covers you for liability for a personal property loss suffered by a member of the public receiving services from you, provided the loss is caused by theft, physical damage or disappearance.

Subject to a \$100 deductible each occurrence.

**Example:** A patient transported by ambulance to the hospital notices shortly after arrival that his wallet and Rolex watch are missing; he files a claim against the ambulance squad alleging theft of the property.

## Expanded Aggregate Limit

The General Aggregate Limit shown in the schedule applies separately to:

- 1. each named insured (unless you have selected a \$10,000,000 aggregate limit), and
- 2. each location you own or rent.



#### MANAGEMENT LIABILITY

	<u>Limits</u>
Each Offense or Wrongful Act	\$1,000,000
Aggregate (the total payable in any policy term)	\$10,000,000
Defense Expense for Injunctive Relief	\$50,000

#### ▼ "Claims made" basis

- This means that coverage is provided only for claims that are reported during the policy period, regardless of when the incident giving rise to a claim occurred. VFIS covers claims arising from incidents that occurred prior to the initial policy period as long as you had no reason to suspect that a claim might be presented as a result of the incident.
- If you are aware of any such incidents, be sure to report them to your agent immediately.

A signed and dated application is required before coverage can be bound.

#### ☐ "Occurrence" basis

- This means that coverage is provided only for claims arising out of incidents that occur during the policy period, regardless of when the claim is eventually reported.
- You should not purchase occurrence coverage unless:
  - You are currently insured on an occurrence basis, or
  - You are currently insured on a claims made basis and you have decided to purchase a supplemental extended reporting period from your current carrier.

#### Cyber Liability and Privacy Crisis Management Expense

- **Cyber Liability** protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- Privacy Crisis Management Expense reimburses for expenses you incur as a result of a privacy crisis
  management event first discovered during the policy period. This first party coverage is intended to
  provide professional expertise in the identification and mitigation of a privacy breach while satisfying
  all Federal and State statutory requirements.
- **Cyber Extortion Expense** reimburses for expenses you incur as a result of a cyber extortion threat first made against you during the policy period.

#### **Cyber Liability**

Aggregate Limit:

Each Event Limit:	\$1,000,000	Each Electronic Information Security Event
Retroactive Date:	None	
Privacy Crisis Management Expense		
Each Event Limit:	\$50,000	Each Privacy Event
Retroactive Date:	None	
Deductible:	\$0	Each Privacy Event
Cyber Extortion Expense		
Each Event Limit:	\$20,000	Each Cyber Extortion Threat
Deductible:	\$0	Each Cyber Extortion Threat
Privacy Crisis Management Expense		
and Cyber Extortion Expense		

\$50,000

Aggregate



#### MANAGEMENT LIABILITY – COVERAGE HIGHLIGHTS

Management Liability coverage protects you against claims for monetary damages arising out of:

**Employment-related practices,** such as wrongful termination, failure to promote or sexual harassment.

**Example:** A paid firefighter is terminated in July of 1999, and she is unable to find other similar employment until January of 2001. At a trial held later that year, she is successful in proving that she was wrongfully terminated and is awarded lost wages for the eighteen months she was unemployed. The organization's liability for these wages would be covered; liability for back wages, overtime or similar damages required by law or regulation are the obligation of the organization and would not be covered. This coverage would provide you with the cost of your legal defense, and pay an award up to the limit of liability.

Errors in the **administration of employee benefit plans,** such as Accident and Sickness coverage, Group Life or Workers' Compensation.

**Example:** A paramedic covered under an Accident & Sickness policy gives instructions to the squad's insurance administrator to name his daughter as his beneficiary. Following his death from an on-the-job traffic accident, his daughter learns that she is not entitled to any benefits under the policy because the change of beneficiary card was misplaced and never processed. She brings suit to recover the money she would have received had the change of beneficiary been handled properly. This coverage would provide you with the cost of your legal defense, and pay an award up to the limit of liability.

#### Other wrongful acts not specifically excluded.

**Example:** A taxpayer group brings suit against their fire district and its commissioners, alleging the improper spending of public funds. They argue that the commissioners have wasted their tax money by purchasing a state-of-the-art aerial device for \$750,000 even though there are no structures in the district more than two stories tall. This coverage would provide you and your commissioners with the cost of your legal defense, and pay an award up to the limit of liability.

**Example:** Bids are solicited from outside contractors to build a new ambulance garage. The lowest bid is not accepted, even though it was made by a fully qualified contractor of good reputation. The contractor sues the ambulance district, arguing that his bid was rejected for no good reason and alleging favoritism in the awarding of the contracts. This coverage would provide you with the cost of your legal defense, and pay an award up to the limit of liability.

#### MANAGEMENT LIABILITY - COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

## Defense Expense for Injunctive Relief

A plaintiff may sue your organization not for money but to require action of some type. They're seeking injunctive relief; they want your organization to do something or to stop doing something.

This automatic coverage will reimburse your organization up to \$50,000 for reasonable legal fees incurred in your defense.

**Example:** A person who was denied volunteer membership by you brings legal action to be admitted as a member.

**Example:** A resident seeks an injunction to stop the fire department's installation of a siren directly behind her house.

## Outside Directorship Liability

Automatically covers your volunteers or employees who choose to serve on the board of directors of an outside organization as long as that organization:

- 1. is not-for-profit, and
- 2. is related to the emergency services.

Coverage is excess of any insurance.



#### MANAGEMENT LIABILITY - COVERAGE HIGHLIGHTS - continued

Volunteers and Employees as Insureds Covers all volunteers (whether or not they are members of your organization)

and employees while acting on behalf of your organization.

Other insureds include your officers, directors, commissioners or trustees.

Also included is your medical director (if any).

VFIS coverage is primary for all of the above insureds, not excess of any

personal insurance that may apply.

Estates, Heirs, and Legal Representatives

Included as insureds.

**Spousal Liability** Included, but only for acts within the course and scope of your operations.

Unlimited Defense Costs

The cost to defend you against covered claims is the responsibility of the

company and will not erode your liability limits.

Fair Labor Standards Act Suit Defense Coverage Limit of \$100,000 each claim incurred provided for the defense of any claim

for violation of the Fair Labor Standards Act.

Blanket Additional

Insureds

Automatically covers any person or organization that may be liable for your employment practices, your administration of employee benefit plans or other

wrongful acts, but only to the extent of that liability.

Unintentional Release of HIPAA Information

Limit of \$100,000 provided for the payment of fines and penalties assessed

upon the insured for HIPAA violations.

Expanded Aggregate Limit

The Aggregate Limit shown in the schedule applies separately to each named

insured (unless you have selected a \$10,000,000 aggregate limit).



#### **MANAGEMENT LIABILITY – COVERAGE HIGHLIGHTS**

#### Cyber Liability and Privacy Crisis Management

The following apply unless noted otherwise in this proposal:

#### **Cyber Liability**

Coverage applies to each electronic information security event which includes:

- 1. Transmission of malware from your computer system to a third party;
- 2. The inability of an authorized user to access your web site or your computer system because of a denial of service attack;
- 3. A personal identity event or corporate privacy event caused by information that is obtained or released directly from your computer system.

As used in this definition, a denial of service attack means an intentional attack directly on your computer system that prevents or slows down access to your web site or your computer network. However, a denial of service attack which affects the internet at large and is not directed at your computer system is not an electronic information security event.

#### Personal Identity Event or Corporate Privacy Event

What is a personal identity event or corporate privacy event?

- 1. Unauthorized disclosure of or failure to protect identifiable or confidential corporate information from misappropriation;
- The failure to disclose or warn of an actual or potential disclosure of misappropriation of personally identifiable or confidential corporate information;
- 3. Violation of any federal or state privacy statute pertaining to the disclosure or misappropriation of personally identifiable or confidential corporate information.

#### Privacy Crisis Management Expense Coverage

Pays on behalf applicable reasonable and necessary fees because of a privacy event which includes:

- 1. To conduct a computer forensic analysis to determine the cause and extent of the privacy event;
- 2. Provide a crisis management review and advice by an approved independent crisis management or legal firm;
- 3. Notification to affected parties for printing, advertising, mailing of materials or other costs;
- 4. Travel expenses by directors and employees to mitigate damages;
- 5. Call center services for credit monitoring as well as identity theft education and assistance for affected individuals.

Privacy crisis management expenses shall not include:

- Compensation, fees, benefits or overhead of any insured or "employee" of any insured;
- 2. Costs or expenses that would have been incurred in the absence of the "privacy event;"
- 3. Costs or expenses associated with upgrading, maintaining, improving, repairin or remediating any "computer system," procedures, services or property as a result of a "privacy event."



#### MANAGEMENT LIABILITY - COVERAGE HIGHLIGHTS

- Cyber Liability and Privacy Crisis Management - continued

#### **Privacy Event**

What is a privacy event?

- Unauthorized disclosure by you of personally identifiable or confidential corporate information or your failure to protect personally identifiable or confidential corporate information from misappropriation;
- 2. Failure to disclose or warn of an actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information;
- 3. Violation of any federal or state privacy statute pertaining to the disclosure or misappropriation of personally identifiable or confidential corporate information.

#### Cyber Extortion Expense

Reimburses you for expenses paid in response to a cyber extortion threat.

#### Cyber Extortion Threat

What is a cyber extortion threat?

A cyber extortion threat is a demand for monetary payment based on a credible threat directly involving <u>your</u> computer system (not the internet at large) to:

- 1. Launch a denial of service attack;
- 2. Steal, release or publish personally identifiable information or confidential corporate information;
- 3. Alter, damage or destroy electronic data;
- 4. Cause you to transfer, pay or deliver any funds or property without your authorization.

#### **Coverage Territory**

For cyber liability, privacy crisis management expense and cyber extortion expense coverage, the coverage territory means worldwide, but the event and suit must take place in the U.S., Puerto Rico or Canada.



#### **EXCESS LIABILITY**

Excess Liability coverage protects you with the following:

- 1. It provides excess coverage over your primary liability insurance stated on a schedule of underlying insurance.
- 2. It will automatically take the place of primary liability policies whose aggregate limits have been exhausted.

	Limits
Each Occurrence	\$5,000,000
Annual Aggregate	\$10,000,000
Self-Insured Retention	None

Excess over the following underlying coverages:

X Auto

☒ General Liability and Professional Liability

Management Liability

**Liquor Liability** Follows form with underlying coverages.

**Pollution Liability** Follows form with underlying coverages.

Management Liability Follows form with underlying coverages.

**Employer's Liability** Follows form with underlying coverages.

**Unlimited Defense** 

Costs

The cost to defend you against covered claims is the responsibility of the

company and will not erode your liability limits.

**Expanded Aggregate** 

Limit

The aggregate limit shown in the schedule applies separately to each location.

Unmanned Aircraft

(Drones)

Coverage is included for unmanned aircraft that is owned, operated, rented or

loaned to you.

\$1,000,000 each occurrence/aggregate sublimit applies.



#### **PROPOSAL NOTES**

#### <u>Auto</u>

*Note:* The Medical Payments limit of \$1,000 applies to the following vehicle(s):

Vehicle Number(s)
All Covered Autos

*Note:* The Uninsured Motorist Coverage limit is provided on a non-stacked basis.



#### **PREMIUM SUMMARY**

#### **HYALITE RURAL FIRE DISTRICT (MT) C46513**

<u>Premium</u>
Property\$9,545
CrimeNot Quoted
Portable Equipment\$2,250
Auto\$8,947
General Liability\$2,682
Management Liability\$1,441
Excess Liability\$3,488
Total Estimated Annual Premium\$28,353
PLUS MORE VALUE!
Risk ManagementIncluded
Employment practices
<ul> <li>Manage your risk – <u>resources</u>, check lists</li> </ul>
Risk Management Consultants
On-site assessments/self-assessments
Education, Training & Consulting
<ul> <li>Classroom seminars, training, resources – vfis.com</li> </ul>
Distance learning – VFIS University
Consulting Available

#### Volunteer Firemen's Insurance Services, Inc.®

VFIS®, VFIS® with design and Volunteer Firemen's Insurance Services, Inc.® are all registered service marks of the same PA Corporation.



#### OTHER VFIS PRODUCTS AVAILABLE

Accident & Sickness Coverage - provides "on duty" coverage for members, auxiliary members, junior members, members in training, officers, deputized by-standers, trustees and board members, and volunteers asked by the organization to help with non-emergency events. Coverage listed below is provided when a member performs any normal duty of the department, whether it is an emergency or not. Insurance coverage underwritten by National Union Fire Insurance Company of Pittsburgh, PA.

- Death Benefit
- Lump Sum Living Benefit
- Disability Income Benefit
- Medical Benefit

*Critical Illness Insurance Program* - a lump sum cash benefit is available to emergency service personnel, when diagnosed with a heart attack, stroke or life threatening cancer. Underwritten by ACE American Insurance Company, Philadelphia, PA. Coverage includes:

- 24-hour, On and Off Duty Coverage
- Lump Sum Living Benefit (for qualifying illnesses)

*Group Term Life Insurance* - available for all members which includes active, retired, volunteers, career or auxiliary members. Underwritten by AIG, American General. Coverage includes:

- 24-hour, On and Off Duty Coverage
- Accidental Death and Dismemberment
- Guaranteed Issue Life Insurance for Any Age

Length of Service Award Program (LOSAP) - an incentive program to effectively retain existing volunteers, increase their level of participation and recruit new members. Life insurance underwritten by AIG Life Insurance Company and American Life Assurance Company of New York (Maine and New York). Group annuity contracts underwritten by Hartford Life Insurance Company. Coverage provided:

- 24-hour, On and Off Duty Death Benefit
- Monthly Income During Retirement Years
- Disability Benefit



#### **VFIS ORDER FORM**

#### HYALITE RURAL FIRE DISTRICT (MT) C46513

Coverage	Effective/ Expiration Dates	Accept Initial to accept coverage	<b>Decline</b> Initial to decline coverage	Premium Quoted
Property				
Crime				
Portable Equipment				
Auto				
General Liability				
Management Liability				
Excess Liability				
Total		-		
Signature of Insurance Repress  Agency Name/Address	entative			Date
			eds/lessors (provide a	ddress).
	uld it be used as one. This form ch VFIS has provided a valid qu		ose of ordering proper	ty and casualty
Signature of Insured				Date
Comments/Notes:				
	9540310000000 Crime: 0			c7da6b5c313 :113403100000



#### **CLAIMS-MADE MANAGEMENT LIABILITY SUPPLEMENTAL APPLICATION**

This application is only required when Claims Made Management Liability coverage is new.

1.	Legal name of applicant: HYALITE RURAL FIRE DISTRICT			
2.	2. Address: 4541 SOUTH 3RD AVENUE, BOZEMAN, MT 59715			
3.	3. Desired effective date of coverage:			
4.	4. Limits of liability requested (cannot be greater than the General Liability limit):  □ \$300,000 each offense or wrongful act / \$1,000,000 aggregate  □ \$500,000 / \$1,000,000  □ \$1,000,000 / \$2,000,000  □ \$1,000,000 / \$3,000,000  ⊠ \$1,000,000 / \$10,000,000 (aggregate limit does not apply to each named insured with this opt	ion)		
5.	<ol> <li>Does the applicant have knowledge of any incidents which would cause a reasonable person to believe might result? ☐ Yes ☐ No</li> <li>If yes, please give complete details, including date:</li></ol>	e that a claim or suit		
6.	6. Name of person designated to receive any and all notices from the company or agent concerning this	insurance:		
COV	COVERAGE CANNOT BECOME EFFECTIVE PRIOR TO THE DATE THIS SIGNED APPLICATION IS APPROVED BY	THE COMPANY.		
	THE APPLICANT ACCEPTS NOTICE THAT ANY POLICY WHICH MAY BE ISSUED AND ANY RENEWALS THE CLAIMS MADE" BASIS.	REOF WILL APPLY ON A		
he 1	The applicant agrees that in the event they become aware of any fact which would serve to alter any answer previous the foregoing questions, they will so advise the agent. The applicant further agrees that based on such revised information withdraw any quotation previously given.			
nad	The undersigned, being authorized by and acting on behalf of the applicant, declares that to the best of his / her k made proper inquiry, the responses to the foregoing are true and that no facts have been suppressed or any mapplicant further agrees that this application shall be the basis of any policy issued. The application is valid for 90 days f	terial facts misstated. The		
\ge	Agent's Signature: Applicant's Signature:			
	Address: Title:			
City	City / State / Zip: Date:			

### **Consent Agenda End**

# Regular Agenda Item 1 Bids for Ambulance Billing Service

#### **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

#### AGREEMENT for BILLING SERVICES

<b>,</b>	Billing Services (Billing Company), and Hyalite, 2020 and effective on the date of signing
	ent and Client agrees to purchase from Billing with the schedule and other provisions stated
Č 1	 aces in full any previous agreement between these ement. Billing Company and Client agree to the

#### **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 rerunning, 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

**Hyalite Rural Fire District** 

Chief Jason Revisky 4541 S 3rd Bozeman, MT 59715 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

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

	Th	is Business Associate Agreement ("Agreement") between
	ntle	r Billing Services, LLC (hereafter Billing Service) is executed to ensure that Billing Service
or trans provisi Accoun	smi ons ntab	priately safeguard protected health information ("PHI") that is created, received, maintained, tted on behalf of in compliance with the applicable of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and bility Act of 1996, Subtitle F – Administrative Simplification, Sections 261, <i>et seq.</i> , as "HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American
Recove	ery	and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, <i>et seq.</i> , the ormation Technology and Clinical Health Act, as amended (the "HITECH Act").
<b>A.</b>	Ge	neral Provisions
	1.	<u>Meaning of Terms</u> . The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
	2.	<u>Regulatory References</u> . Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
	3.	<u>Interpretation</u> . Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
В.	Ob	oligations of Business Associate
	Bil	ling 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 a	n
	individual who has a right of access in a manner that satisfies	
	''s obligations to provide access to PHI in accordance with	l
	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 6	
	days and as necessary to satisfy	
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	d
	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 procedure	S
	to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps	
		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

		e 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 it 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.	Te	rmination		
	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, 2020.		
		Billing Service		
Signa	ature:	Signature:		
Title:	!	Title:		
Date:		Date:		

# Regular Agenda Item 5 2019 Evaluation Questions Used for Surveys

#### 2019 HRFD Fire Chief Annual Performance Review

#### **Board of Trustees Questions**

1. Managing Emergency Services set by the agency and consistent with national standards, including: Incident Command, fire suppression, fire prevention, ambulance service, extrication from vehicles.

Unacceptable - Outstanding

**2.** Development and implementation of agency programs and procedures, including: District/Service Area fire plan, maintenance testing of sites in the community, subdivision and developer interactions, political relations.

Unacceptable - Outstanding

**3.** Demonstrated leadership abilities with the membership, staff, board, community, and other county entities.

Unacceptable - Outstanding

**4.** Asset Management Fire Stations: General use, equipping, maintenance and upkeep/replacement. Apparatus maintenance/replacement. Financial Management of Capital Improvement, Capital Replacement and any other savings.

Unacceptable – Outstanding

5. Financial Management of the Annual Operation Budget.

Unacceptable - Outstanding

**6.** Human Resources Staff: Training, duties, review of performance. Volunteers: Training, duties, advancement, review of performance, recruitment, sleeper program, resident programs.

Unacceptable – Outstanding

**7.** Community Relations, including: Communications, education, interaction, relationships.

Unacceptable - Outstanding

**8.** Positive and supportive working relationship with Trustees: Monthly Chief Report, timeliness with directives, chain of command.

Unacceptable - Outstanding

- **9.** What would the Board of Trustees like to see the Chief start doing that he is not currently doing? What would the Board of Trustees like the Chief to do more of?
- **10.** What would the Board of Trustees like the Chief to stop doing? What would the Board of Trustees like the Chief to do less of?

#### **Volunteer Firefighters Questions**

**1.** Do you feel as though your training is adequate for your role within the fire department?

Unacceptable - Outstanding

2. Do you feel safe in your role at the fire department?

Yes/No

**3.** If you had a concern about your safety at the fire department, do you believe that you could easily speak with someone and your issue would be addressed?

Yes/No

4. Do you feel appreciated for your efforts at the fire department?

Yes/No

5.	Do you feel as though the fire department is a performance based organization that
	provides equal opportunities for advancement to its members?

Unacceptable – Outstanding

**6.** Are you proud to be a member of this fire department?

Yes/No

- 7. If you could change anything at the fire department, what would it be?
- 8. What is your favorite part of membership on the fire department?
- **9.** How long have you been with the Hyalite Fire Department?

1-5 Years

5 – 10 Years

10+ Years

### Regular Agenda Item 6

## Fire Chief's Report Chart of Calls

#### **Hyalite Rural Fire District**

#### Fire Chief's Report

#### January 2021

Prepared by: Fire Chief Jason Revisky

- 1. The Hyalite Fire Department has responded to 583 calls in 2020 (as of 12/31/2020).
- 2. Our current roster is at 44 members (effective 1/01/2021).
- 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 on Ambulance Purchase.

	OCTOBER	NOVEMBER	DECEMBER	
EMS Calls (Including MVAs)	14	29	31	
Transports	12	16	22	
Refusals/No Transport	2	13	9	
TYPES OF CALLS				
Α	3	1	6	
В	1	3	3	
С	3	7	6	
D	6	8	7	
E		1		

#### **Hyalite Fire Department**

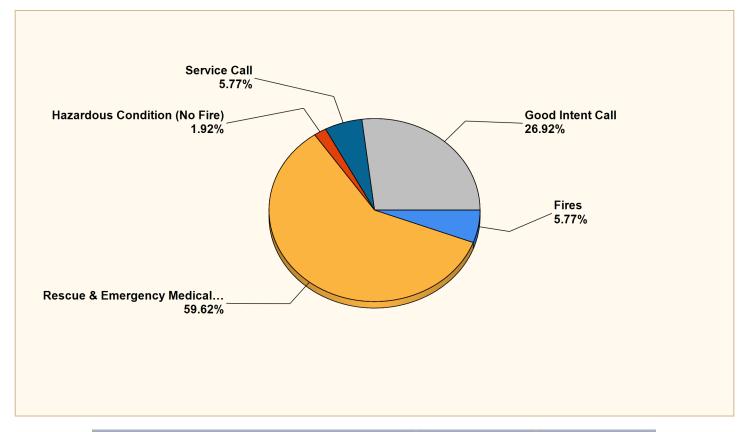
Bozeman, MT

This report was generated on 1/7/2021 11:30:35 AM



#### Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 12/01/2020 | End Date: 12/31/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	5.77%
Rescue & Emergency Medical Service	31	59.62%
Hazardous Condition (No Fire)	1	1.92%
Service Call	3	5.77%
Good Intent Call	14	26.92%
TOTAL	52	100%

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	3.85%
154 - Dumpster or other outside trash receptacle fire	1	1.92%
321 - EMS call, excluding vehicle accident with injury	25	48.08%
322 - Motor vehicle accident with injuries	1	1.92%
324 - Motor vehicle accident with no injuries.	5	9.62%
412 - Gas leak (natural gas or LPG)	1	1.92%
521 - Water evacuation	1	1.92%
554 - Assist invalid	2	3.85%
611 - Dispatched & cancelled en route	11	21.15%
631 - Authorized controlled burning	1	1.92%
671 - HazMat release investigation w/no HazMat	2	3.85%
TOTAL INCIDENTS:	52	100%