

Keizer Rural Fire Protection District
Keizer, Oregon

Agenda
Regular Board Meeting
May 28, 2024

You may attend in person or join from your computer, tablet or smartphone.

<https://www.gotomeet.me/KeizerFD>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3117](tel:+15713173117)

Access Code: 590-273-869

5:30 p.m. Call to Order

Pledge of Allegiance:

Roll Call:

Approve Minutes:

Board Meeting Minutes March 19, 2024

Open Public Hearing on Proposed Budget for FY 2024/2025

This is the opportunity for the public to comment on the proposed budget for FY 2024/2025.

A sign in sheet for this hearing is provided near the rear of the room.

Close Public Hearing on Proposed Budget for FY 2024/2025

Correspondence:

Guest Input: Statements by members of the public should be brief and concise. A time limit of five (5) minutes will be allotted to an individual or a member of the group.

Organizational Input:

1. IAFF Local 3881
2. Keizer Volunteer Fire Fighter's Association

Old Business:

1. Policy 4.08, Policy 4.08a, Policy 4.09 and Policy 10.050 Second Reading Information/Action
 - The Board will review the updated policies, have their second reading and take action on these items.

Reports:

- | | |
|--|--------------------|
| 1. Financial Reports – | Information/Action |
| <ul style="list-style-type: none"> • Receipts of the District’s monthly financial reports, which include ambulance billing reports, and act upon the financial reports. | |
| 2. Board Member Reports – | Information |
| <ul style="list-style-type: none"> • This time is allowed for Board Members to report on any contacts or District Business they have conducted. | |
| 3. Chief/Staff Reports - | Information |
| <ul style="list-style-type: none"> • Reports from staff covering activities for the month. | |

New Business:

- | | |
|---|--------------------|
| 1. Resolution to Adopt Budget, make Appropriations, Impose and Categorize Taxes for FY 2024/2025. | Information/Action |
| <ul style="list-style-type: none"> • The Board will move to adopt resolution 2024-03 which adopts the budget, makes appropriations, imposes and categorizes taxes for FY 2024/2025. | |
| 2. Worker’s Compensation Renewal | Information/Action |
| <ul style="list-style-type: none"> • Nathan Bauer, our insurance agent of record, will review information on the upcoming worker’s compensation insurance renewal. | |
| 3. Ambulance Rate Increase | Information/Action |
| <ul style="list-style-type: none"> • The Board will discuss the adoption of Resolution 2024-04 Revising Fees and Charges for Emergency and Non-Emergency Medical Services and Response Services. | |
| 4. Policy 6.05, Policy 2.03, Policy 2.12, Policy 2.13 and Policy 3.03 | Information |
| <ul style="list-style-type: none"> • The Board will review the updated policies and have the first reading on these items. | |

Other Business:

This time is provided to allow the Board Members or staff an opportunity to bring new or old matters before the Board, which are not listed on the agenda.

Executive Session

At this time the Board will enter into an Executive Session pursuant to ORS 192.660 (1) (i), Fire Chief Evaluation.

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An Executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public and under certain circumstances to the media also. The governing body is not allowed to take any final action or make any final decisions during the executive session. Any final action or decision can only be made after returning or at a next regularly scheduled meeting.

Under ORS 192.660(4) representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to cite the general subject of the session as previously announced.

Reconvene the Board Meeting:

Good of the Order:

Pay Bills:

Adjourn:

Meeting Schedule:

Board Meeting
Board Meeting

July 16, 2024 @ 5:30 pm
August 20, 2024 @ 5:30 pm

Upon request, auxiliary aids and/or special services will be provided. To request services, please contact us at 503-390-9111 or through Oregon Relay 1-800-735-2900 at least two working days (48 hours) in advance.

2023 – 2024 Board of Director Committee Assignments:

- Personnel Issues – Joe Van Meter & Louis Risewick
- Land & Building (Facilities) – Betty Hart & Kevin Clark
- Intergovernmental Issues – Betty Hart & Colleen Busch
- Financial – Betty Hart & Louis Risewick
- Equipment Replacement – Kevin Clark & Colleen Busch
- Response Times/EMS – Joe Van Meter & Betty Hart
- Technology / Communications – Colleen Busch & Louis Risewick

****Board of Directors 4 Year Terms****

<u>Position # / Name</u>	<u>Term Ends</u>
1. Colleen Busch	06/30/2025
2. Joe Van Meter	06/30/2025
3. Louis Risewick	06/30/2027
4. Kevin Clark	06/30/2027
5. Betty Hart	06/30/2027

****Budget Committee Members 3 Year Terms****

<u>Name</u>	<u>Term Ends</u>
Laureal Williams	12/31/2025
Don McBride	12/31/2025
Patti Tischer	12/31/2024
Jennifer Palanuk	12/31/2024
Donna Bradley	12/31/2025

****Civil Service Commissioners 4 Year Terms****

<u>Name</u>	<u>Term Ends</u>
Marvin Nisly	05/17/2026
Bob Shackelford	07/21/2024
Donna Bradley	07/21/2024
Nancy Varner	05/21/2024
Darrell Fuller	05/17/2026

**KEIZER RURAL FIRE PROTECTION DISTRICT
661 CHEMAWA ROAD NE
KEIZER, OREGON**

**REGULAR BOARD MEETING
May 28, 2024**

Call to Order – President Joe Van Meter called the meeting to order at 5:30 p.m.

Roll Call –Those present at the Board meeting included: President Joe Van Meter, Directors: Betty Hart, Colleen Busch, Kevin Clark and Louis Risewick (Online), Fire Chief Ryan Russell, Division Chief Brian Butler and Hector Blanco, Finance Officer Lyn Komp, Battalion Chief Rachel Brozovich, DFM Anne-Marie Storms, Captain Andrew Alderson, Lieutenant Bill Herring, Engineer Mike Jensen, Budget Committee Member Laureal Williams and Jennifer Palanuk and Citizen Bob Busch

Minutes – Betty Hart made a motion to approve the minutes as presented for March 19, 2024. Colleen Busch seconded the motion. The motion carried unanimously.

Supplemental Budget Hearing- President Joe Van Meter opened the public hearing for the FY 2023/2024 supplemental budget at 5:31 pm and asked for comments. There were no comments.

President Joe Van Meter closed the public hearing at 5:32 pm.

President Joe Van Meter re-opened the regular Board Meeting at 5:33 pm.

Correspondence – Lyn Komp read letters from YMCA, Oregon State Fire Marshal and Daughters of the American Revolution.

Guest Input – None

Organizational Input

IAFF Local 3881 – None

KVFA- None

Old Business-

Policy 2.01 and Policy 4.03 Second Reading- Chief Ryan Russell presented the second reading of two policies. There was a brief discussion on the policies. Betty Hart made a motion to approve Policy 2.01 Administrative Organizational Chain of Command. Kevin Clark seconded the motion the motion carried unanimously. Betty Hart made a motion to approve Policy 4.03 General Conduct. Colleen Busch seconded the motion the motion carried unanimously.

Reports

Financial Report – Betty Hart provided a brief overview of the financial report. We are 83% of the way through the fiscal year. We received \$211,400 in ambulance payments. We have received 100% of Revenue. Overtime is normal. Materials & Services is at 83%. There were payments made for radio maintenance and GEMT Fees. Colleen Busch made a motion to accept the financial report as presented. Kevin Clark seconded the motion. The motion carried unanimously.

Board Member Reports –

- Joe Van Meter, Betty Hart and Colleen Busch reported on meetings and events they attended.

Chief/Staff Reports –

- Chief Ryan Russell- The District has applied for a SAFER Grant. There was a discussion on if they ever award less than what was requested. We won't know until this fall if we got it. Salem Fire is taking back ambulance service. There was a discussion on Falck and if the District has an ambulance to loan Salem Fire. The City of Salem is proposing an increase in ambulance fees. There was a discussion on how the Pancake Breakfast went.
- EMS Billing & Records Manager Jacquelynn Sunderland- There was a discussion on ambulance revenue being down. Chief Ryan Russell reviewed that there was a delay in billing due to the clearing house. Systems Design is working to get caught up.
- Division Chief Brian Butler- Joe Van Meter said he appreciated the call tracking and doing as good as we are and all the work being done on policies.
- DFM Anne-Marie Storms- Betty Hart congratulated DFM Anne-Marie Storms on becoming President of OFMA.

New Business

Supplemental Budget Resolution 2024-02 – Chief Ryan Russell presented an overview of the resolution created to bring monies into the General Fund for Conflagration Reimbursement and GEMT (Ground Emergency Medical Transport) Revenue. Betty Hart moved that Resolution No. 2024-02 A Resolution Provided For A Supplemental Budget For The Fiscal Year 2023-2024, Budget Appropriation Changes Of The Keizer Fire District To Appropriate Funds From Conflagration Reimbursement and The GEMT Program To The General Fund. Colleen Busch seconded the motion. The motion carried unanimously.

Surplus of a 1995 Chevrolet 2500- Chief Ryan Russell stated that this vehicle no longer fits the needs of the District. He stated that this vehicle will be donated to Drakes Crossing Fire District. Betty Hart made a motion to Surplus the 1995 Chevrolet 2500. Kevin Clark seconded the motion. The motion carried unanimously.

Policy 3.01, Policy 3.02, Policy 4.08, Policy 4.09 and Policy 10.050- First Reading – Chief Ryan Russell reviewed the updated policies. He stated they have been reviewed by legal. He stated there will be a second reading and final copy of the policies at the next Board Meeting. A few minor corrections were discussed and will be corrected for the second reading.

Other Business – None

Good of the Order – Betty Hart congratulated everyone who help with the breakfast. Colleen Busch thanked everyone who came to her house to help with her brother.

Pay Bills – Colleen Busch made a motion to pay the bills. Betty Hart seconded the motion. The motion carried unanimously.

Adjourn – President Joe Van Meter declared the meeting adjourned at 6:06pm.

Respectfully submitted,

Kevin Clark
Secretary

Date: June 13, 2024
To: KFD Board of Directors
From: Darrell Fuller, KVFA President

Below are unapproved minutes of the recent KVFA monthly meeting. The minutes may be amended/edited prior to approval during our July meeting. The draft minutes are submitted as the KVFA Report to the KFD Board of Directors.

Darrell Fuller / dfuller@keizerfire.com / 971-388-1786

KEIZER VOLUNTEER FIREFIGHTERS ASSOCIATION

Monthly Meeting Minutes (DRAFT)

Date: June 10, 2024
Time: 1800
Location: Keizer Fire District Office

1800 / Dinner

Miller's BBQ – Just awarded "New Merchant of the Year" by the Salem Chamber of Commerce

This is the third month of catering by Miller's BBQ, so looking for a new provider. Focus on locally owned, and a Chamber member. Provider is changed every three months.

1830 / Meeting

1. Roll Call / Trevor Riordan

Volunteers: D.Fuller, E.Gomez*, A.Grant, J.Johnson, B.Ragsdale*, S.Russell, S.Schmidt, S.Spangle

Officers: Chief Blanco, Chief Butler,* Captain Pittis*

Guests: None

* On duty and unable to stay for entire meeting.

2. Pledge of Allegiance

3. Chiefs Reports

- a. Chief Ryan Russell / unable to attend
- b. Chief Hector Blanco Report and Q&A / Working on draft of non-response volunteer & new policy for volunteer participation to remain on active status / LOSAP (Length of Service Award Program) will be updated / Expressed appreciation for volunteer participation at CASA Superhero Run / KFD used to have SRT (mental health program to "hand off" calls not needing EMS); new program may be coming online Still waiting for tender / Unsure of KFD will have "push in" ceremony / Next Academy in January
- c. Chief Brian Butler / unable to attend (on duty)
- d. Chief Rachel Brozovich / unable to attend
- e. Chief Christina Wilson / unable to attend

4. Treasurer's Report / Samatha Russell

- a. Update
 - Checking Account Balance: \$12,492.53
 - Savings Account Balance: \$1,503.13
 - Edward Jones Account Balance: \$14,978.32
- b. Bloomin Iris Festival Pancake Breakfast
 - Income: \$2,650.00
 - Expenses: \$2,018.46
 - Net: \$631.54 (split between KVFA and Union)
- c. 2024 Budget Committee Update / None

Details	Posting Date	Description	Amount	Type	Balance
DEBIT	6/10/2024	GOFUNDME / SUPPORT SPENCER TEJEDAS / Gresham Fire	-250	MISC_DEBIT	12492.53
DEBIT	6/6/2024	SQ *MILLER'S BBQ / June KVFA Meeting Dinner	-200	DEBIT_CARD	12742.53
DEBIT	6/5/2024	DOMINO'S / Post Training Debriefing Lunch	-69.45	DEBIT_CARD	12942.53
CHECK	6/3/2024	CHECK 2186 / Samantha Russell / Sponsoring Life Jackets	-100	CHECK_PAID	13011.98
DEBIT	5/31/2024	CASA of Marion County / SPONSOR: Superhero Run	-500	DEBIT_CARD	13111.98
DSLIP	5/30/2024	DEPOSIT / Pancake Breakfast Income	2045	DEPOSIT	13611.98
CHECK	5/21/2024	CHECK 2183 / OVFA Annual Dues	-135	CHECK_PAID	11566.98
CHECK	5/20/2024	CHECK 2187 / Ryan Russell / Pancake Breakfast Supplies	-1871.91	CHECK_PAID	11701.98
DEBIT	5/20/2024	SAFEWAY / Pancake Breakfast Supplies	-66.75	DEBIT_CARD	13573.89
DEBIT	5/20/2024	SAFEWAY / Pancake Breakfast Supplies	-67.96	DEBIT_CARD	13640.64
CREDIT	5/20/2024	Square Inc / Pancake Breakfast Income	393.16	ACH_CREDIT	13708.6
DEBIT	5/17/2024	TRAVELERS INSURANCE	-46.95	DEBIT_CARD	13315.44
CREDIT	5/17/2024	Square Inc / Testing devices	2.61	ACH_CREDIT	13362.39
CREDIT	5/16/2024	Square Inc / Testing devices	0.87	ACH_CREDIT	13359.78
DEBIT	5/14/2024	MILLER'S BBQ / May KVFA Meeting Dinner	-200	DEBIT_CARD	13358.91

- d. Motion "To add Treasurer Samantha Carpenter for a debit card, and as a signer on all financial institution accounts".
 Made by A.Grant
 Seconded by B.Ragsdale
 Vote result: Unanimous

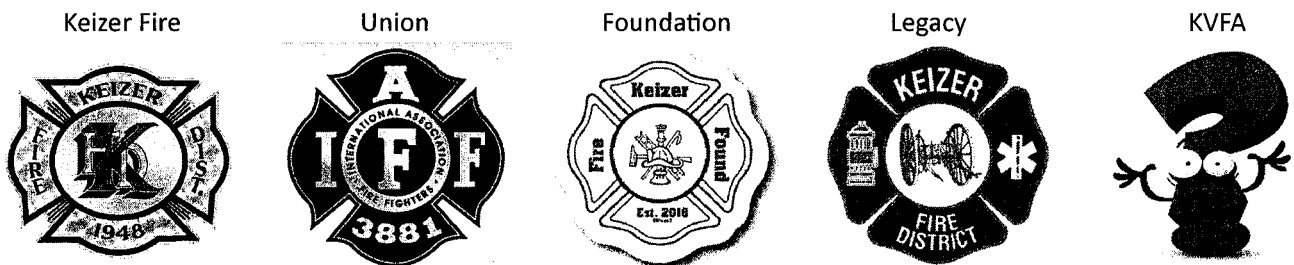
- e. Motion "To change financial institutions, and to add President Darrell Fuller, Vice President Brandon Ragsdale, Secretary Trevor Riordan, and Treasurer Samantha Russell for check signing and debit cards".
 Made by A.Grant
 Seconded by S.Schmidt
 Vote result: Unanimous

5. President's Report / Darrell Fuller

- a. Volunteer hours on shift for:
 May / 1,304.83 hours x \$32.34 = \$42,198.22
- b. Volunteer training update (printed email from Chief Brozovich / no volunteer-specific training)
- c. Volunteer program reset / name & logo

Keizer Volunteer Firefighter Association vs Keizer Fire Volunteer Association? / Volunteer association will recruit nonresponse volunteers. May have more nonfirefighter volunteers than firefighter volunteers. Should we change our name to reflect the larger mission? Interviews with previous volunteers and career staff indicated no clear preference. Name change could provide program with an opportunity to update community on the expanded mission of the volunteer program.

Fuller recommending KVFA adopt the Legacy logo as the volunteer program logo with a circle around the Maltese cross with the name of the program. KVFA currently has no logo.



6. Upcoming Events

- a. June 15 / Saturday / 1100 / pinning ceremony
- b. June 18 / Tuesday / 1000-1400 / Keizer Public Works Day
Attending: Fuller / Schmidt (help!)
- c. June / End of School Field Days TBD
- d. June 20-23 / M-Th / OVFA Convention
- e. July 21 / Su PM / Kickin' Cancer Softball Game
- f. August 6 / Tu / PM / National Night Out
- g. August 8-11 / Th-Su / All day / KeizerFEST
- h. September 11 / We / AM / Recognition of anniversary
- i. September 15 / Sunday / CFF Portland Firefighter Stairclimb
- j. October / TBD / KFD Safety Fair / Open House
- k. December / TBD / KFD Breakfast with Santa / KFD Candy Cane Day / Tree Lighting / Holiday Lights Parade

7. Old Business

- a. Retroactive Motion "To donate \$250 to support Gresham Firefighter Tejedas".
Made by J.Johnson
Seconded by S.Spangle
Vote result: Unanimous
- b. Email from Firecats Oregon Fast-pitch Softball Team requesting \$500-\$1,000 to support team
Discussion on when and why we give / No known connection to KFD staff or volunteers / appears to be a blind ask / Fuller said he wants to create written guidelines on giving / no action taken.

8. New Business

- a. Volunteers leaving:
Recruit Taylor Argue
- b. Next meeting / July 8, 2024
- c. S.Russell / Provided information on scholarship KVFA used to offer to volunteers / Discussion about reviving the scholarship for Fall semester, with an option to apply for expenses already incurred earlier in 2024 / Unsure how much money can be dedicated to this right now
- d. Need to create an interview panel for new volunteer applications. Fuller will send an email to solicit interest.
- e. Should we permit an option for volunteers to participate by phone or Zoom? In-person meetings are strongly preferred, but some volunteers may need to call in to meet attendance requirements. No decision made.
- f. S.Rusell / provided email to Foundation from Erika Alderson and Nicole Olheiser asking for support as they create a support program to assists families when career staff are deployed to conflagrations
Asked if KVFA would like to support their efforts / Foundation and Union will be asked for support
Fuller suggested a motion to match support from the Union up to \$250. Discussion about writing check to them individually vs. to an entity. Foundation might be used. Union could be used. KVFA could offer to be the entity if they need an entity to receive and disperse funds.

Motion "To match donation by the Union up to \$250 to Alderson & Olheiser program".

Made by A.Grant

Seconded by S.Schmidt

Vote result: Unanimous

9. Adjournment

Motion "To adjourn at 1942".

Made by B.Ragsdale

Seconded by A.Grant

Vote result: Unanimous



MEMORANDUM

To: Board of Directors
Thru: Ryan Russell, Fire Chief
From: Brian Butler, Operations Chief
Date: June 14th, 2024
Subject: Second Reading – Policies

3.01 Patient Rights and Responsibilities
3.02 Fiscal Policy and Assistance Program
4.08 Discipline/Discharge
4.09 Grievance Procedure

Issue:

All four policies were reviewed at last month's Board meeting, after review from staff and legal counsel. The Board noted a couple minor changes along with requesting wording stating that the Collective Bargaining Agreement supersedes language in policy 4.09 if there are any discrepancies. Wording was added in the "SCOPE" section in policy 4.09 to address the issue with the CBA.

Staff has made the other corrections that were requested and what you have before you are four clean copies of the policies.

Staff Recommendation: Staff recommends that the Board of Directors review the attached clean policies and provide any further feedback that they have. If there are no suggested changes by the Board of Directors, we recommend that the Board approve the policies as presented.

ADMINISTRATIVE EMS POLICY

Number: 3.01
Effective: 5/18/99
Revised: 06/18/24

Division: Administrative - EMS

Title: Patient Rights & Responsibilities

PURPOSE

To establish a policy recognizing the rights of patients requesting service or being treated by the Keizer Fire District and its personnel as required by OAR 333-250-0330.

SCOPE

This policy shall apply to all patients receiving emergency medical care and/or transportation provided by District personnel.

RESPONSIBILITY

It is the responsibility of all District personnel to comply with this policy and to ensure the patient's rights are honored and maintained.

PROCEDURE

A. General

Patients receiving emergency medical care and transportation services from the Keizer Fire District are entitled: to be treated with respect, consideration, recognition of human dignity, and individuality. In addition to any and all other rights provided by law.

B. Patient Rights

The patient's rights include but are not limited to:

1. To have access to pre-hospital emergency medical care and transportation regardless of ethnicity, gender, sexual orientation, religion, national origin, age, disability, or the ability to pay.
2. To have reasonable privacy with respect to emergency care and transportation.

3. To be treated with respect, dignity and compassion.
4. To be able to talk openly with those providing care, knowing that information will be held in confidence and only discussed with other's as is medically necessary.
5. To know why tests, procedures or care is being performed and any risks involved with such tests, procedures or care.
6. To refuse care and transportation after being informed of the consequences of such a decision, provided that the patient is competent to make such a determination.
7. To be able to, when appropriate, request private transport, for example, from a friend or family member.
8. To be able to change their mind about any test, emergency medical procedure or care for which they had given their consent.
9. To receive reasonable continuity of care once emergency medical care is established.
10. To voice a concern about any aspect of the emergency medical care or transportation being provided. To be able to call and discuss questions relating to the care provided and be assured that relating any concerns will not affect future services provided.
11. To be transported in an environment that is free from recognized hazards and unreasonable annoyances.
12. To have their health information protected in accordance with state and federal privacy laws.
13. To have the opportunity to receive, upon request, a reasonable explanation of any charges for emergency medical care provided by EMS providers and Keizer Fire District.
14. To be transported to a clinically appropriate facility of the patient's choice without questioning ability to pay. Keizer Fire District may elect to transport to a closer, appropriate facility if a patient's facility of choice:
 - a. Is unreasonable due to unsafe conditions; or
 - b. Requires an ambulance to be taken out of service for an unreasonable amount of time.

15. Information on how and where to file a complaint about the services performed is posted and available.

C. Patient Responsibilities

In return, the patient receiving emergency medical care and/or transportation has the following responsibilities:

1. To be respectful of those providing emergency medical care and transportation.
2. To assist District personnel by providing information about their health problems and any medications they may have or are currently taking.
3. To cooperate with District personnel while care and transportation is being rendered.
4. To honor the Oregon Health Authorities policy of “No Smoking” in an ambulance at any time.
5. To advise District personnel of any dissatisfaction that they may have experienced regarding the emergency medical care and transportation provided.
6. To accept the financial obligations associated with requesting or having emergency medical care and/or transportation provided. To examine their bill and ask questions they may have regarding the charges or methods of payment.

APPROVED BY THE BOARD OF DIRECTORS

President, Board of Director's

Date

Review/Revision History:
Revised: 11/15/05

ADMINISTRATIVE EMS POLICY

Number: 3.02
Effective: 5/17/16
Revised: 06/18/24

Division: Administrative - EMS

Title: Fiscal Policy & Assistance Program

PURPOSE

To establish a written policy outlining the general guidelines and practices for ambulance billing accounts qualifying as a hardship, written off as bad debt or sent to collections.

SCOPE

This policy shall apply to the District's emergency medical services ambulance billing accounts as described.

RESPONSIBILITY

It is the responsibility of authorized District personnel to objectively apply this policy to all accounts as equally as possible without bias based on the information available at the time an account is reviewed.

A. Overview

The Keizer Fire District provides emergency and non-emergency ambulance service to the citizens of Keizer and surrounding area under an ambulance service area franchise agreement by County Ordinance. We are obligated to provide ambulance service to all patients regardless of the ability to pay. We recognize that a patient's illness or injury can create large medical bills that can inhibit the patient's ability to make payment.

In order to protect the integrity of the District's ambulance services and our ability to fulfill this commitment, the following fiscal policy and financial assistance program has been established.

Our billing vendor procedures allow for the submission of ambulance claims to all possible insurance carriers to maximize recovery from these sources. They also communicate with the patient and keep them informed as to the status and progress of their ambulance account/claim for services rendered.

When a patient has Medicare, they are required to pay the deductible and co-payment. However, Medicare will allow the balance to be written off if the patient is unable to pay due to financial or income restrictions. Indigent patients may also be determined to be financially unable to pay their portions of a bill, however financial assistance should be the exception, not the rule.

Whenever possible, an attempt should be made to establish a payment plan on any unpaid balance. If payment arrangements on the balance are not paid as scheduled, we reserve the right to cancel any adjustments or payment plans and assign the unpaid balance to a collection agency. If the patient does not meet eligibility requirements for financial assistance and refuses to render payment, the account will be turned over to a collection agency. A patient with no insurance or an unpaid balance after insurance who has exhausted all financial means and has no ability to enter into a payment plan, can seek eligibility for discounts under this policy

B. Procedure

Financial assistance is generally for patients who do not have other financial resources available, such as insurance, government programs, or regular income. Prior to offering financial assistance, an attempt should be made to arrange for the patient to make regular monthly payments in a dollar amount that is financially convenient and affordable. Should this attempt fail, the following guideline will be used:

- Option 1: Ensure that insurance benefits have been maximized.
- Option 2: Payment plan – offer again with reduction in monthly payment.
- Option 3: Financial assistance consideration – using eligibility guidelines.
- Option 4: Collection agency

C. Eligibility

A patient may be eligible for financial assistance or a discounted bill if their personal income is at or below the poverty guidelines as established by the Department of Human Services for the State, based on a given geographic location (patients residence). The poverty guidelines are updated annually to account for inflation.

When the patient's net income is sufficient to cover basic living expenses and other outstanding debt, they likely will not qualify for financial assistance. In these cases, an extended payment plan may be offered. Another option may be to freeze or put the account on hold for a period of up to 6-months with no payment due until some smaller debt is paid. It is the expectation that when other short-term obligations are resolved that regular monthly payments on the patients account will be made until the balance is paid in full.

When holding an account balance for minimal monthly payments is not warranted, the account will be evaluated for hardship assistance eligibility or assignment to collections.

D. Financial Assistance / Discount

Nearly all requests for financial assistance are due to not only an ambulance bill but many other medical related expenses. Salem Health has an established hardship program for financial assistance and review process. In most cases, the District will agree to match the amount of discount or assistance provided under this program from 0-100% of the patient's responsibility, with up to one transport being written off. If the patient has multiple transports they will be encouraged to; apply for a Capital Fire Med Membership or make payment arrangements for the remaining balance.

The patient must provide the District with a copy of the hardship assistance letter they receive from Salem Health in order to receive consideration.

Income status and the patient's ability to pay an account will be evaluated each time a patient claims a hardship.

Any information relating to the request for hardship assistance will remain confidential to the full extent authorized by the Oregon Public Records Act.

E. Collections

The District may forward any/all ambulance billing accounts and claims with unpaid balances to a collection agency. This includes accounts with invoices returned as undeliverable by US mail or a patient / responsible party refusing to communicate with ambulance billing staff attempting to obtain insurance information or to collect payment on unpaid balances.

As provided for in ORS 697.105, a collection fee of up to 30% will be added to the principle balance of accounts assigned to a collection agency. Whenever possible the patient/responsible party will be notified of this prior to accounts being turned over to collections.

Once accounts are turned over to a collection agency, unless they were sent in error or otherwise required by law, they can only be retracted under very limited circumstances based on the provisions of the collection agency agreement in place at the time the account was sent to collections. Patients contacting the District or billing vendor regarding accounts in collections will be referred to that collection agency for account information and to make payment arrangements.

APPROVED BY THE BOARD OF DIRECTORS

President, Board of Directors

Date

PERSONNEL POLICY

Number: 4.08
Effective: 09/13/88
Revised: 06/16/24

Division: Personnel

Title: Discipline / Discharge

PURPOSE

To establish a policy regarding the types and steps of Discipline and Discharge involving District personnel.

SCOPE

Section I shall apply to all district volunteers. Section II shall apply to all career personnel. If there are any discrepancies between Section II of this policy and the Union contract, the Union contract will supersede this policy.

RESPONSIBILITY

It is each individuals, as well as the District's, responsibility to comply with this policy.

PROCEDURE

I. VOLUNTEERS

A. Volunteer Expectations

The performance of each volunteer is important to the overall success of District operations. All volunteers are expected to maintain regular attendance, be on time, serve as scheduled, and maintain proficiency in relevant knowledge, skills, and abilities. This includes responding to calls whenever available.

In accepting a volunteer position with the District, each volunteer is required to meet certain standards. Maintaining an acceptable level of attendance is part of the District's performance requirements and is one of the standards by which a volunteer's overall contribution to the District may be measured. When absent, someone else must do the job and the absentee's skill levels may suffer.

Recurring and excessive absences and/or tardiness are disruptive to others and are detrimental to the morale and efforts of the volunteers who maintain a good attendance record. Failure to meet these requirements will subject a volunteer to appropriate disciplinary action, up to and including termination. Attending drill and training sessions regularly, responding to alarms whenever available, and serving on a Duty Shift are requirements of every response volunteer.

B. Discipline Generally

Volunteers are expected to perform to the best of their abilities at all times. There will be occasions however, where a volunteer will perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet the District's standards, the District may discharge a volunteer or may provide the volunteer a reasonable opportunity to correct the deficiency through progressive discipline. Volunteers serve at the pleasure of the District and the volunteer, and either may end the volunteer arrangement at any time.

C. General Guidelines

1. Progressive Discipline: Progressive discipline for infractions may include:

- a. Verbal counseling;
- b. Written reprimand or warning;
- c. Suspension; and
- d. Discharge.

Any or all of these steps may be utilized, depending upon individual circumstances and the nature of the infraction. Exceptions or deviations from the normal procedure may occur whenever the District, in its discretion, deems it appropriate in the circumstances of the particular case.

D. Application of Progressive Discipline

For performance deficiencies, volunteers will normally be verbally counseled once before receiving a written warning. A supervisor may or may not choose to make the imposition of a verbal warning part of the volunteer's personnel file.

There is no appeal from a verbal counseling or a written reprimand or warning. The volunteer may place an explanatory statement in their personnel file.

Supervisors may issue verbal counseling and written reprimands or warnings. All other discipline shall be referred to the Fire Chief or their designee.

E. Discipline/Discharge Procedure

If the Fire Chief or their designee deems it appropriate, for disciplinary reasons, to discharge a volunteer, the Fire Chief or their designee shall notify the volunteer of the nature of the proposed discipline and of the specific reasons that the proposed discipline is being considered. The volunteer shall be provided with the facts upon which the proposed actions are based. The Fire Chief or their designee shall afford the volunteer a formal opportunity to refute the charges orally or in writing. If a pre-disciplinary conference is to be held, it will be scheduled and held within three (3) work days after notice of the action has been given. The volunteer will be given adequate time to develop a response and to seek necessary outside assistance if needed. The time limits may be varied by the District to meet individual needs.

The Fire Chief or their designee will conduct the conference and decide whether to impose discharge or a lesser degree of discipline. The Fire Chief or their designee shall advise the volunteer in writing of the decision, mailed to the volunteer at the last address which the volunteer has provided to the District in writing.

A volunteer will not participate in District operations after receiving a notice of dismissal, until a final decision is reached by the Fire Chief or their designee. During this period, the volunteer shall be considered on a leave of absence for record keeping purposes.

II. Career

A. Progressive Discipline

On-the-job conduct of District employees affects the ability of the District to serve its citizens and affects the taxpayer's impression of District government. Employee safety, productivity, and morale are dependent upon employee conduct.

Employees are expected to perform to the best of their abilities at all times. There will be occasions however, where an employee will perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet the District's standards, the District may terminate an employee or may provide the employee a reasonable opportunity to correct the deficiency through progressive discipline.

B. Discipline – General Guidelines

1. **Initiation of Discipline:** Discipline may be initiated for many reasons, including, but not limited to, violations of work rules, insubordination or poor job performance. The severity of the action generally depends on the nature of the offense and employee's work record, and may range from verbal counseling to discharge.
2. **Progressive Discipline:** Progressive discipline for infractions include:
 - a. Verbal counseling;
 - b. Written reprimand or warning;
 - c. Temporary reduction in pay in lieu of suspension;
 - d. Suspension;
 - e. Demotion; and
 - f. Discharge.

Any or all of these steps may be utilized, depending upon individual circumstances and the nature of the infraction. Exceptions or deviations from the normal procedure, including discharge for a first offense, may occur whenever the District, in its discretion, deems it appropriate based upon the circumstances of the particular case.

C. Application of Progressive Discipline

For performance deficiencies, employees will normally be verbally counseled once before receiving a written warning. A supervisor may or may not choose to make the impression of a verbal warning part of the employee's personnel file.

There is no appeal from a verbal counseling or a written reprimand or warning. The employee may place an explanatory statement in their personnel file.

Supervisors may issue verbal counseling and written reprimands or warnings. All other discipline shall be referred to the Fire Chief or their designee.

D. Discipline/Discharge Procedure

Pre-Disciplinary Conference: If the Fire Chief or their designee deems it appropriate, for disciplinary reasons, to reduce pay, suspend without pay, demote, or discharge an

employee, the Fire Chief or their designee shall notify the employee, in writing, of the nature of the proposed discipline and of the specific reasons that the proposed discipline is being considered. The employee shall be provided with facts upon which the proposed actions are based. The Fire Chief or their designee shall afford the employee a formal opportunity to refute the charges and explain the circumstances. The employee may be suspended with or without pay during these proceedings. If a conference is to be held, it will be scheduled and held within three (3) work days after notice of the action has been given. The employee will be given adequate time to develop a response and to seek necessary outside assistance if needed. The time limits may be varied by the District to meet individual needs.

The Fire Chief or their designee will conduct the conference and decide whether to impose discharge or a lesser degree of discipline. The Fire Chief or their designee shall advise the employee in writing of the decision, mailed to the employee at the last address the employee has provided to the District in writing. A copy of the decision to demote, suspend without pay, discharge or temporarily reduce pay of an employee covered by civil service shall be filed with the Commission.

E. Appeal of disciplinary Action

1. Right to Appeal from Discipline: Any non-probationary full-time or part-time employee who has been suspended without pay, reduced in pay, demoted, or discharged, shall have the right to appeal to the Board of Directors or its designee.
2. Filing of Appeal: The appeal must be filed, in writing, with the Fire Chief or their designee no later than fifteen (15) days after the date of the mailing of the fire Chief's written decision to the employee. The appeal must include a statement explaining the basis of the appeal.
3. Procedure:
 - a. Upon filing of an appeal; the Fire Chief or their designee shall inform the Board of Directors of the appeal and shall provide the Board of Directors and the employee with copies of all documents which the District deems relevant to the appeal, including all documents submitted by the employee, and a written statement of the charges against the employee.
 - b. The Board of Directors shall determine whether it wishes to hear the appeal or whether it wishes to delegate the matter to an independent hearing officer. In its discretion, the Board of Directors may refer those persons subject to civil service to the Civil Service Commission for investigation and hearing pursuant to ORS 242.796 to 242.804.

- c. A hearing shall be scheduled, and the employee and Fire Chief or their designee shall be informed of the time, date, and place of the hearing. If the hearing is to be conducted by the Board of Directors, it shall be scheduled for executive session unless the employee requests that it be held in open session.
- d. At the hearing, the employee shall be entitled to be represented by legal counsel or other representative, present oral and written testimony, call witnesses, and cross-examine any adverse witnesses.

APPROVED BY THE BOARD OF DIRECTORS

President, Board of Directors

Date

Review/Revision History:
Revised: 05/16/2006

PERSONNEL POLICY

Number: 4.09
Effective: 09/13/88
Revised: 06/18/24

Division: Personnel

Title: Grievance Procedure

PURPOSE

To establish a policy regarding the types and steps of Grievances involving District employees.

SCOPE

This policy shall apply to all District employees, unless covered by the Union Contract. The following procedure should be followed unless a different procedure is set by District policy to apply to a specific type of grievance or set of circumstances.

RESPONSIBILITY

It is the responsibility of each individual, as well as the District to comply with this policy.

PROCEDURE

A. General

The District strives for fair treatment of all employees. However, misunderstandings and problems may occur in any organization. The District intends that such matters be resolved as early, fairly and at the lowest possible level in the grievance procedure. Disagreements relating to work assignment, pay, promotion, opportunity, or any aspect of work relationship should be discussed with the supervisor. Supervisors and employees should attempt to understand each other's perspective and make every effort to resolve differences. Employees covered by Union Contract shall follow the grievance procedures set forth therein, rather than this policy.

Steps to Solution

1. Level I – Informal Conference: The employee should request a conference with their immediate supervisor to informally discuss the grievance, and should specifically identify the matter as a grievance and identify any rules or policies of the District which are pertinent to the grievance. Except in extraordinary

circumstances, the supervisor should be advised of the grievance within five (5) days of its occurrence. The supervisor shall render an initial decision on the grievance within seven (7) days, unless additional time is needed.

2. Level II -Written Statement: If an employee believes the problem has not been properly resolved, the employee can file a written statement concerning the problem with the Fire Chief. This statement shall be filed within five (5) days of receipt of a decision from the employee's supervisor or within twelve (12) days of initial filing if no decision is issued by the supervisor. The written statement shall contain the information required in paragraph 1 of this section, as well as any additional information which the employee deems pertinent. The Fire Chief shall reconsider the initial decision based upon the employee's written statement, material provided by the employee's supervisor, and any additional related material, and give the employee a written reply within ten (10) working days after the written statement is received, unless additional time is needed.
3. Level III – Review by the Board: If not satisfied with the Level II decision, the employee may proceed to Level III by submitting a written request within ten (10) working days after receipt of the Fire Chief's written decision. In the written request, the employee may present further facts, documents, or argument.

The District's Board of Directors shall then review the decision, investigate further if appropriate, and issue a decision. The employee may present further facts, documents, or argument. The request shall be acted upon at the next Board meeting. The Board may postpone action or establish special procedures for handling a grievance based upon the nature of the grievance and the time required for all information to be presented for Board consideration.

APPROVED BY THE BOARD OF DIRECTORS

President, Board of Directors

Date

Review/Revision History:
Revised: 02/15/05

Keizer Fire District Cash Position Statement As of May 31, 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
1011 · US Bank - Ambulance Billing							55,542.63
Check	05/08/2024	911	Keizer Fire District	Ambulance Revenue		110,000.00	(54,457.37)
Check	05/28/2024	912	Keizer Fire District	Ambulance Revenue		125,000.00	(179,457.37)
Total 1011 · US Bank - Ambulance Billing						235,000.00	(179,457.37)
1012 · Umpqua Bank- Checking							21,240.32
Bill Pmt -Check	05/08/2024	30736	76 Fleet/Wex Bank	Gasoline		466.05	20,774.27
Bill Pmt -Check	05/08/2024	30737	BoundTree	108812		2,439.44	18,334.83
Bill Pmt -Check	05/08/2024	30738	Brozovich, Rachel - Ven...	Baggage Reimbursement		90.00	18,244.83
Bill Pmt -Check	05/08/2024	30739	Central Refrigeration	Ice Machine Lease		150.00	18,094.83
Bill Pmt -Check	05/08/2024	30740	Comcast	Cable		74.22	18,020.61
Bill Pmt -Check	05/08/2024	30741	Hughes Fire Equipment,...	PO #2024-101		69.24	17,951.37
Bill Pmt -Check	05/08/2024	30742	Keizer Outdoor Power, L...	PO #2024-096		136.90	17,814.47
Bill Pmt -Check	05/08/2024	30743	Keizer Times			239.00	17,575.47
Bill Pmt -Check	05/08/2024	30744	Keizer, City of	Water/Sewer		761.46	16,814.01
Bill Pmt -Check	05/08/2024	30745	LN Curtis & Sons, Inc	PO #2024-095		267.43	16,546.58
Bill Pmt -Check	05/08/2024	30746	Loren's Sanitation	Garbage/Recycling		280.85	16,265.73
Bill Pmt -Check	05/08/2024	30747	Lowe's	Acct #821 3138 902004 6		195.62	16,070.11
Bill Pmt -Check	05/08/2024	30748	Marion Environmental S...	Medical Waste Bags		52.00	16,018.11
Bill Pmt -Check	05/08/2024	30749	McCormick, Brittany	VOID: Training- Per Diem			16,018.11
Bill Pmt -Check	05/08/2024	30750	Miley, Eric	Fuel- Per Diem		65.66	15,952.45
Bill Pmt -Check	05/08/2024	30751	Northside Electric	PO #2024-052		1,761.41	14,191.04
Bill Pmt -Check	05/08/2024	30752	Northwest Occupational...	PO #041024-1620		450.00	13,741.04
Bill Pmt -Check	05/08/2024	30753	Overhead Door - Corp.	PO #2024-091		328.00	13,413.04
Bill Pmt -Check	05/08/2024	30754	PGE	Electric		3,022.20	10,390.84
Bill Pmt -Check	05/08/2024	30755	Professional Benefit Ser...	Cafeteria Plan Renewal		150.00	10,240.84
Bill Pmt -Check	05/08/2024	30756	Quick Trim	PO #2024-057		720.00	9,520.84
Bill Pmt -Check	05/08/2024	30757	Schurter Trucking LLC			2,623.88	6,896.96
Bill Pmt -Check	05/08/2024	30758	SDIS	Health Insurance		79,505.97	(72,609.01)
Bill Pmt -Check	05/08/2024	30759	Standard Insurance Co...	Life & Disability Insurance		4,261.18	(76,870.19)
Bill Pmt -Check	05/08/2024	30760	Standard Insurance Co...	Life & Disability Insurance		3,130.30	(80,000.49)
Bill Pmt -Check	05/08/2024	30761	System Design West, LLC.	EMS Billing		8,524.00	(88,524.49)
Bill Pmt -Check	05/08/2024	30762	Target Solutions	Vector Check It		1,500.00	(90,024.49)
Bill Pmt -Check	05/08/2024	30763	Training4Responders			960.00	(90,984.49)
Bill Pmt -Check	05/08/2024	30764	Turner Fire Dist.	PO #050724-7385		2,776.00	(93,760.49)
Bill Pmt -Check	05/08/2024	30765	Verizon	Cell Phones		378.14	(94,138.63)
Bill Pmt -Check	05/08/2024	30766	Walter E. Nelson Co.	PO #050124-1000		641.51	(94,780.14)
Bill Pmt -Check	05/08/2024	30767	Wireless Access Technol...	PO #050124-0806		3,434.83	(98,214.97)
Bill Pmt -Check	05/08/2024	30768	AT&T Mobility- CC	Modems		503.57	(98,718.54)
Deposit	05/09/2024			Deposit	147,517.09		48,798.55
General Jour...	05/09/2024	1620		LGIP transfer to checking	125,000.00		173,798.55
General Jour...	05/10/2024	1624		PERS		125,810.09	47,988.46
Bill Pmt -Check	05/15/2024	30770	911 Supply, Inc			591.01	47,397.45
Bill Pmt -Check	05/15/2024	30770	AccurAccounts, Inc.	Payroll & Quarterlies		2,272.40	45,125.05
Bill Pmt -Check	05/15/2024	30771	CD Commercial Dishwa...	PO #2024-105		203.70	44,921.35
Bill Pmt -Check	05/15/2024	30772	CJ Hansen Co, Inc.	PO #2024-113		1,596.53	43,324.82
Bill Pmt -Check	05/15/2024	30773	Comcast	Telephones		522.96	42,801.86
Bill Pmt -Check	05/15/2024	30774	Complete Wireless	PO #101923-1000		13,432.37	29,369.49
Bill Pmt -Check	05/15/2024	30775	Cruise Master Prisms, Inc.	PO #2024-089		94.00	29,275.49
Bill Pmt -Check	05/15/2024	30777	LN Curtis & Sons, Inc	PO #2024-094		915.22	28,360.27
Bill Pmt -Check	05/15/2024	30778	Local Government Law ...	Legal Services		378.00	27,982.27
Bill Pmt -Check	05/15/2024	30779	NW Natural	Natural Gas		994.19	26,988.08
Bill Pmt -Check	05/15/2024	30780	Petro Card System Inc.	Gasoline		108.18	26,879.90
Bill Pmt -Check	05/15/2024	30781	Rotary	Rotary Dues		102.10	26,777.80
Bill Pmt -Check	05/15/2024	30782	Safeway			932.49	25,845.31
Bill Pmt -Check	05/15/2024	30783	SDAO	EAP- Annual Fee		1,203.60	24,641.71
Bill Pmt -Check	05/15/2024	30784	SeaWestern, Inc	PO #2024-109		202.60	24,439.11
Bill Pmt -Check	05/15/2024	30785	Storms, Anne-Marie (Ve...	OFMA Conference- Per Diem		176.00	24,263.11
Bill Pmt -Check	05/15/2024	30786	Stryker Sales Corporation			3,139.30	21,123.81
Bill Pmt -Check	05/15/2024	30787	Toshiba Financial Services	Copier Lease		434.45	20,689.36
Check	05/15/2024	30769	Void	VOID: Check got stuck to the b...			20,689.36
General Jour...	05/28/2024	1627		PERS		51.84	20,637.52
Bill Pmt -Check	05/28/2024	30788	911 Supply, Inc			189.50	20,448.02
Bill Pmt -Check	05/28/2024	30789	All Star Health			1,080.00	19,368.02
Bill Pmt -Check	05/28/2024	30790	BoundTree	108812		3,921.08	15,446.94
Bill Pmt -Check	05/28/2024	30791	CIS Benefits	Dental Insurance		6,116.49	9,330.45
Bill Pmt -Check	05/28/2024	30792	Cook, Steve	Class Reimbursement		440.00	8,890.45
Bill Pmt -Check	05/28/2024	30793	Keizer Times	Supplemental Budget		105.00	8,785.45
Bill Pmt -Check	05/28/2024	30794	Killers Pest Control	Pest Control		90.00	8,695.45
Bill Pmt -Check	05/28/2024	30795	League of Oregon Cities ...	Membership Fees		500.00	8,195.45
Bill Pmt -Check	05/28/2024	30796	Life-Assist, Inc	PO #042024-2200		78.88	8,116.57
Bill Pmt -Check	05/28/2024	30797	LN Curtis & Sons, Inc	PO #051024-1556		437.85	7,678.72
Bill Pmt -Check	05/28/2024	30798	NWSC, Inc.	PO #2024-074		1,000.15	6,678.57
Bill Pmt -Check	05/28/2024	30799	Oregon Volunteer Firefig...			600.00	6,078.57
Bill Pmt -Check	05/28/2024	30800	Petro Card System Inc.	Gasoline		108.49	5,970.08
Bill Pmt -Check	05/28/2024	30801	Professional Benefit Ser...	Participation Fee		95.00	5,875.08
Bill Pmt -Check	05/28/2024	30802	Salem, City of	Dispatch Fee		61,763.67	(55,888.59)
Bill Pmt -Check	05/28/2024	30803	SeaWestern, Inc	PO #050924-1523		52.55	(55,941.14)
Bill Pmt -Check	05/28/2024	30804	Standard Insurance Co...	Life & Disability Insurance		3,126.10	(59,067.24)
Bill Pmt -Check	05/28/2024	30805	Stayton Fire	PO #051924-1449		10.00	(59,077.24)
Bill Pmt -Check	05/28/2024	30806	System Design West, LLC.	EMS Billing		7,564.72	(66,641.96)
Bill Pmt -Check	05/28/2024	30807	Work-N-Wear			1,820.00	(68,461.96)
General Jour...	05/29/2024	1628		LGIP Transfer to Checking	400,000.00		331,538.04
Deposit	05/31/2024			Deposit	128,236.92		459,774.96
General Jour...	05/31/2024	1629		Payroll		269,177.95	190,597.01
General Jour...	05/31/2024	1629		HRA Veba- #7054		11,500.00	179,097.01
General Jour...	05/31/2024	1629		IAFF Local 3881- #7055		4,511.00	174,586.01
General Jour...	05/31/2024	1629		KFD Cafeteria- #7056		1,316.69	173,269.32
General Jour...	05/31/2024	1629		PenServ- #7057		1,600.62	171,668.70

**Keizer Fire District
Cash Position Statement
As of May 31, 2024**

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Debit</i>	<i>Credit</i>	<i>Balance</i>
General Jour...	05/31/2024	1629		Valid- #7058		27,754.58	143,914.12
General Jour...	05/31/2024	1629		IRS		105,963.84	37,950.28
General Jour...	05/31/2024	1629		Oregon Dept of Revenue		27,442.00	10,508.28
Total 1012 · Umpqua Bank- Checking					800,754.01	811,486.05	10,508.28
1015 · LGIP- Bond							762,781.73
General Jour...	05/31/2024	1633		Inerest Received	3,359.57		766,141.30
Total 1015 · LGIP- Bond					3,359.57		766,141.30
1020 · Petty Cash							200.00
Total 1020 · Petty Cash							200.00
1120 · LGIP							4,708,429.84
General Jour...	05/06/2024	1621		LGIP	35,170.98		4,743,600.82
General Jour...	05/06/2024	1621		LGIP	2,479.47		4,746,080.29
General Jour...	05/09/2024	1620		LGIP transfer to checking		125,000.00	4,621,080.29
General Jour...	05/29/2024	1628		LGIP Transfer to Checking		400,000.00	4,221,080.29
General Jour...	05/31/2024	1634		Interest Received	18,166.43		4,239,246.72
General Jour...	05/31/2024	1634		Interest Received	1,623.82		4,240,870.54
General Jour...	05/31/2024	1634		Interest Received	507.44		4,241,377.98
Total 1120 · LGIP					57,948.14	525,000.00	4,241,377.98
TOTAL					862,061.72	1,571,486.05	4,838,770.19

Keizer Fire District Financial Report- All 06/12/2024

	May 24	YTD	Budget	\$ Over Budget	% of Budget
Income					
4000 · Revenue					
4010 · Taxes, Current Year	32,630.19	5,724,069.57	5,675,075.00	48,994.57	100.86%
4020 · Taxes, Prior Year	5,020.26	71,826.02	72,000.00	-173.98	99.76%
4030 · Taxes, 911 Excise	0.00	34,329.62	128,390.00	-94,060.38	26.74%
4100 · EMS Revenue	0.00	3,004,636.60	2,616,068.00	388,568.60	114.85%
4120 · Capitol Fire Med	3,236.92	26,412.66	32,000.00	-5,587.34	82.54%
4140 · Interest & Dividends	23,657.26	237,306.12	84,000.00	153,306.12	282.51%
4150 · Miscellaneous	35,041.88	71,864.95	73,500.00	-1,635.05	97.78%
4156 · Conflagration Reimbursement	0.00	353,773.50	353,773.00	0.50	100.0%
Total 4000 · Revenue	99,586.51	9,524,219.04	9,034,806.00	489,413.04	105.42%
9050 · Transfer In From General Fund	0.00	0.00	25,000.00	-25,000.00	0.0%
Total Income	99,586.51	9,524,219.04	9,059,806.00	464,413.04	105.13%
Expense					
5000 · Personal Services					
5001 · Salaries & Wages	373,331.61	3,796,433.77	4,378,554.00	-582,120.23	86.71%
5070 · Board Members	0.00	2,650.00	4,875.00	-2,225.00	54.36%
5080 · Overtime	32,069.40	588,331.37	607,000.00	-18,668.63	96.92%
5082 · Longevity Incentive	1,135.87	12,101.97	7,924.00	4,177.97	152.73%
5083 · Leave Payoff	0.00	56,867.41	85,000.00	-28,132.59	66.9%
5084 · Wellness Incentive	0.00	5,200.00	8,400.00	-3,200.00	61.91%
5085 · Education Incentive	1,875.00	19,875.00	33,300.00	-13,425.00	59.69%
5086 · Preceptor Pay	0.00	1,500.00	1,200.00	300.00	125.0%
5090 · Volunteer Program	3,126.00	35,683.65	79,750.00	-44,066.35	44.74%
5110 · Payroll Tax Soc. Sec. (FICA)	30,712.92	331,728.97	376,677.00	-44,948.03	88.07%
5115 · State Unemployment Tax (SUTA)	401.37	4,396.83	5,485.00	-1,088.17	80.16%
5119 · Workers' Compensation Tax	100.53	1,138.36	2,307.00	-1,168.64	49.34%
5120 · Workers' Compensation	0.00	75,312.25	175,000.00	-99,687.75	43.04%
5125 · Health and Dental Insurance	74,956.82	858,470.33	913,720.00	-55,249.67	93.95%
5126 · Medical Savings Plan (HRA Veba)	11,500.00	120,500.00	126,000.00	-5,500.00	95.64%
5127 · Cafeteria Plan Administration	245.00	1,195.00	1,400.00	-205.00	85.36%
5130 · Life & Disability Insurance	3,126.10	65,368.52	85,042.00	-19,673.48	76.87%
5135 · Retirement (PERS)	125,855.85	1,476,159.32	1,549,149.00	-72,989.68	95.29%
5137 · Deferred Compensation Match	7,276.45	77,893.79	102,454.00	-24,560.21	76.03%
5210 · Physical Exams	570.00	10,990.00	20,035.00	-9,045.00	54.85%
5220 · Employee Assistance Plan (EAP)	1,203.60	1,203.60	3,200.00	-1,996.40	37.61%
Total 5000 · Personal Services	667,486.52	7,543,000.14	8,566,472.00	-1,023,471.86	88.05%
6000 · Materials and Services					
6010 · General Operating Expense	4,105.93	16,205.30	17,350.00	-1,144.70	93.4%
6015 · Dispatch 911	61,763.67	278,199.03	379,200.00	-101,000.97	73.37%
6020 · Volunteer Recruitment/Retention	0.00	1,132.00	1,000.00	132.00	113.2%
6022 · Grant Expense	0.00	0.00	11,500.00	-11,500.00	0.0%
6025 · Civil Service Expense	960.00	11,060.81	7,000.00	4,060.81	158.01%

Keizer Fire District Financial Report- All

	<u>06/12/2024</u>				
	<u>May 24</u>	<u>YTD</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6035 · Apparatus Maintenance(Vehicles)	626.79	88,432.20	113,000.00	-24,567.80	78.26%
6040 · Equipment Maintenance	942.19	30,228.75	35,745.00	-5,516.25	84.57%
6062 · Furniture	150.00	16,970.75	14,500.00	2,470.75	117.04%
6070 · Small Tools & FF Equip/Supplies	1,651.83	17,772.30	19,750.00	-1,977.70	89.99%
6073 · Building & Grounds Maintenance	1,890.23	36,018.86	42,250.00	-6,231.14	85.25%
6074 · Building Improvements	0.00	6,049.00	51,000.00	-44,951.00	11.86%
6075 · Radio Maintenance	0.00	47,768.00	51,800.00	-4,032.00	92.22%
6080 · Ladder & Hose Testing	0.00	4,162.50	7,000.00	-2,837.50	59.46%
6100 · Turnouts & Prot. Equipment	1,255.30	48,124.87	52,000.00	-3,875.13	92.55%
6137 · Uniforms	2,990.50	23,725.71	36,800.00	-13,074.29	64.47%
6145 · Supplies	668.53	9,348.51	12,000.00	-2,651.49	77.9%
6160 · Public Ed / Fire Prevention	0.00	4,545.25	12,000.00	-7,454.75	37.88%
6180 · Medical Supplies	12,394.20	135,329.68	125,000.00	10,329.68	108.26%
6200 · District Meetings	0.00	1,920.35	1,500.00	420.35	128.02%
6210 · District Events	0.00	6,210.63	8,000.00	-1,789.37	77.63%
6300 · Utilities	3,329.19	54,042.67	55,250.00	-1,207.33	97.82%
6400 · Fuel Expense	633.74	48,184.92	60,750.00	-12,565.08	79.32%
6505 · Communications	1,404.42	19,736.58	65,650.00	-45,913.42	30.06%
6600 · Training	341.66	71,291.74	73,500.00	-2,208.26	97.0%
6605 · Training Supplies	0.00	4,405.57	5,050.00	-644.43	87.24%
6620 · Water Rescue	0.00	697.75	2,500.00	-1,802.25	27.91%
6622 · Health & Fitness Supplies	0.00	1,366.19	2,500.00	-1,133.81	54.65%
6704 · Computer/Network Expenses	434.45	32,639.11	46,100.00	-13,460.89	70.8%
6707 · Office Supplies	0.00	3,068.86	7,600.00	-4,531.14	40.38%
6710 · Insurance & Fidelity Bond	0.00	64,992.00	60,000.00	4,992.00	108.32%
6715 · Publicity/Advertising	1,030.00	3,521.00	6,425.00	-2,904.00	54.8%
6720 · Printing and Publishing	0.00	947.16	4,600.00	-3,652.84	20.59%
6727 · Dues/Subscriptions/Fees-Career	10,106.82	373,138.55	398,001.00	-24,862.45	93.75%
6750 · Other Professional Services	4,810.40	87,290.91	119,500.00	-32,209.09	73.05%
6771 · GO Bond Payment	0.00	0.00	250,000.00	-250,000.00	0.0%
6772 · Interest Expense	0.00	67,189.01	134,378.00	-67,188.99	50.0%
6780 · Election Expense	0.00	43,677.67	0.00	43,677.67	100.0%
Total 6000 · Materials and Services	111,489.85	1,659,394.19	2,290,199.00	-630,804.81	72.46%
7000 · Capital Outlay	0.00	0.00	70,000.00	-70,000.00	0.0%
8200 · Bond Capital Projects Expend.					
8210 · Equipment	720.00	16,858.37	129,596.00	-112,737.63	13.01%
8240 · Staff/Misc. Vehicles	0.00	56,218.03	60,000.00	-3,781.97	93.7%
Total 8200 · Bond Capital Projects Expend.	720.00	73,076.40	189,596.00	-116,519.60	38.54%
9000 · Transfers and/or Miscellaneous	0.00	0.00	704,772.00	-704,772.00	0.0%
Total Expense	779,696.37	9,275,470.73	11,821,039.00	-2,545,568.27	78.47%

Keizer Fire District
General Fund- Admin
06/12/2024

	<u>May 24</u>	<u>YTD</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expense					
5000 · Personal Services					
5001 · Salaries & Wages	33,523.17	353,023.97	392,286.00	-39,262.03	89.99%
5070 · Board Members	0.00	2,650.00	4,875.00	-2,225.00	54.36%
5080 · Overtime	0.00	28,443.83	32,000.00	-3,556.17	88.89%
5082 · Longevity Incentive	269.76	2,967.36	0.00	2,967.36	100.0%
5083 · Leave Payoff	0.00	12,501.50	15,000.00	-2,498.50	83.34%
5084 · Wellness Incentive	0.00	600.00	600.00	0.00	100.0%
5085 · Education Incentive	75.00	825.00	900.00	-75.00	91.67%
5110 · Payroll Tax Soc. Sec. (FICA)	2,566.28	28,014.90	33,323.00	-5,308.10	84.07%
5115 · State Unemployment Tax (SUTA)	33.54	397.84	477.00	-79.16	83.41%
5119 · Workers' Compensation Tax	4.85	55.26	165.00	-109.74	33.49%
5120 · Workers' Compensation	0.00	96,404.31	175,000.00	-78,595.69	55.09%
5125 · Health and Dental Insurance	4,766.44	60,227.03	56,420.00	3,807.03	106.75%
5126 · Medical Savings Plan (HRA Veba)	750.00	8,250.00	9,000.00	-750.00	91.67%
5127 · Cafeteria Plan Administration	245.00	1,195.00	1,400.00	-205.00	85.36%
5130 · Life & Disability Insurance	244.59	5,479.62	7,592.00	-2,112.38	72.18%
5135 · Retirement (PERS)	53,063.10	622,599.42	591,151.00	31,448.42	105.32%
5137 · Deferred Compensation Match	2,153.01	23,356.23	26,808.00	-3,451.77	87.12%
5220 · Employee Assistance Plan (EAP)	1,203.60	1,203.60	3,200.00	-1,996.40	37.61%
Total 5000 · Personal Services	98,898.34	1,248,194.87	1,350,597.00	-102,402.13	92.42%
6000 · Materials and Services					
6010 · General Operating Expense	4,105.93	16,205.30	17,350.00	-1,144.70	93.4%
6015 · Dispatch 911	61,763.67	278,199.03	379,200.00	-101,000.97	73.37%
6025 · Civil Service Expense	960.00	11,060.81	7,000.00	4,060.81	158.01%
6062 · Furniture	150.00	16,970.75	14,500.00	2,470.75	117.04%
6073 · Building & Grounds Maintenance	1,890.23	36,018.86	42,250.00	-6,231.14	85.25%
6074 · Building Improvements	0.00	6,049.00	51,000.00	-44,951.00	11.86%
6145 · Supplies	668.53	9,348.51	12,000.00	-2,651.49	77.9%
6200 · District Meetings	0.00	1,920.35	1,500.00	420.35	128.02%
6210 · District Events	0.00	6,210.63	8,000.00	-1,789.37	77.63%
6300 · Utilities	3,329.19	54,042.67	55,250.00	-1,207.33	97.82%
6505 · Communications	1,404.42	18,926.58	65,650.00	-46,723.42	28.83%
6704 · Computer/Network Expenses	434.45	32,639.11	46,100.00	-13,460.89	70.8%
6707 · Office Supplies	0.00	3,068.86	7,600.00	-4,531.14	40.38%
6710 · Insurance & Fidelity Bond	0.00	64,992.00	60,000.00	4,992.00	108.32%
6715 · Publicity/Advertising	1,030.00	3,521.00	5,925.00	-2,404.00	59.43%
6720 · Printing and Publishing	0.00	947.16	4,600.00	-3,652.84	20.59%
6727 · Dues/Subscriptions/Fees-Career	602.10	16,166.97	12,765.00	3,401.97	126.65%
6750 · Other Professional Services	4,810.40	79,790.91	109,500.00	-29,709.09	72.87%
6780 · Election Expense	0.00	43,677.67	0.00	43,677.67	100.0%
Total 6000 · Materials and Services	81,148.92	699,756.17	900,190.00	-200,433.83	77.73%
9000 · Transfers and/or Miscellaneous	0.00	0.00	25,000.00	-25,000.00	0.0%
Total Expense	180,047.26	1,947,951.04	2,275,787.00	-327,835.96	85.6%

Keizer Fire District
General Fund- Fire
06/12/2024

	<u>May 24</u>	<u>YTD</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expense					
5000 · Personal Services					
5001 · Salaries & Wages	242,558.66	2,278,914.21	2,682,517.00	-403,602.79	84.95%
5080 · Overtime	22,795.96	425,627.71	400,000.00	25,627.71	106.41%
5082 · Longevity Incentive	866.11	9,134.61	6,449.00	2,685.61	141.64%
5083 · Leave Payoff	0.00	31,850.59	40,000.00	-8,149.41	79.63%
5084 · Wellness Incentive	0.00	3,600.00	5,000.00	-1,400.00	72.0%
5085 · Education Incentive	1,575.00	14,775.00	24,300.00	-9,525.00	60.8%
5090 · Volunteer Program	0.00	0.00	0.00	0.00	0.0%
5110 · Payroll Tax Soc. Sec. (FICA)	20,118.10	205,094.42	236,447.00	-31,352.58	86.74%
5115 · State Unemployment Tax (SUTA)	262.92	2,710.03	3,400.00	-689.97	79.71%
5119 · Workers' Compensation Tax	62.49	661.25	1,375.00	-713.75	48.09%
5120 · Workers' Compensation	0.00	-21,092.06	0.00	-21,092.06	100.0%
5125 · Health and Dental Insurance	50,161.88	560,033.15	582,769.00	-22,735.85	96.1%
5126 · Medical Savings Plan (HRA Veba)	7,000.00	67,500.00	75,000.00	-7,500.00	90.0%
5130 · Life & Disability Insurance	1,846.67	40,421.88	53,090.00	-12,668.12	76.14%
5135 · Retirement (PERS)	56,672.88	637,856.89	662,675.00	-24,818.11	96.26%
5137 · Deferred Compensation Match	4,031.68	42,528.20	62,545.00	-20,016.80	68.0%
5210 · Physical Exams	570.00	9,100.00	5,975.00	3,125.00	152.3%
Total 5000 · Personal Services	408,522.35	4,308,715.88	4,841,542.00	-532,826.12	89.0%
6000 · Materials and Services					
6022 · Grant Expense	0.00	0.00	11,500.00	-11,500.00	0.0%
6035 · Apparatus Maintenance(Vehicles)	129.59	55,462.22	72,000.00	-16,537.78	77.03%
6040 · Equipment Maintenance	942.19	13,304.80	14,500.00	-1,195.20	91.76%
6070 · Small Tools & FF Equip/Supplies	1,651.83	10,531.99	10,750.00	-218.01	97.97%
6075 · Radio Maintenance	0.00	47,768.00	51,800.00	-4,032.00	92.22%
6080 · Ladder & Hose Testing	0.00	4,162.50	7,000.00	-2,837.50	59.46%
6100 · Turnouts & Prot. Equipment	1,255.30	48,124.87	52,000.00	-3,875.13	92.55%
6137 · Uniforms	2,990.50	23,725.71	36,300.00	-12,574.29	65.36%
6160 · Public Ed / Fire Prevention	0.00	4,545.25	12,000.00	-7,454.75	37.88%
6400 · Fuel Expense	633.74	23,975.85	28,500.00	-4,524.15	84.13%
6600 · Training	0.00	138.32	0.00	138.32	100.0%
6620 · Water Rescue	0.00	697.75	2,500.00	-1,802.25	27.91%
6622 · Health & Fitness Supplies	0.00	1,366.19	2,500.00	-1,133.81	54.65%
6727 · Dues/Subscriptions/Fees-Career	1,500.00	15,962.50	13,320.00	2,642.50	119.84%
Total 6000 · Materials and Services	9,103.15	249,765.95	314,670.00	-64,904.05	79.37%
7000 · Capital Outlay	0.00	0.00	10,000.00	-10,000.00	0.0%
8200 · Bond Capital Projects Expend.	0.00	0.00	0.00	0.00	0.0%
Total Expense	417,625.50	4,558,481.83	5,166,212.00	-607,730.17	88.24%

Keizer Fire District
General Fund- EMS
06/12/2024

	<u>May 24</u>	<u>YTD</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expense					
5000 · Personal Services					
5001 · Salaries & Wages	84,665.54	1,026,068.95	1,096,695.00	-70,626.05	93.56%
5070 · Board Members	0.00	0.00	0.00	0.00	0.0%
5080 · Overtime	9,273.44	134,259.83	175,000.00	-40,740.17	76.72%
5082 · Longevity Incentive	0.00	0.00	1,475.00	-1,475.00	0.0%
5083 · Leave Payoff	0.00	2,493.42	20,000.00	-17,506.58	12.47%
5084 · Wellness Incentive	0.00	800.00	2,600.00	-1,800.00	30.77%
5085 · Education Incentive	150.00	3,450.00	7,200.00	-3,750.00	47.92%
5086 · Preceptor Pay	0.00	600.00	1,200.00	-600.00	50.0%
5110 · Payroll Tax Soc. Sec. (FICA)	7,076.28	87,404.43	89,193.00	-1,788.57	98.0%
5115 · State Unemployment Tax (SUTA)	92.48	1,142.42	1,353.00	-210.58	84.44%
5119 · Workers' Compensation Tax	31.82	395.20	715.00	-319.80	55.27%
5125 · Health and Dental Insurance	17,685.47	209,870.57	246,296.00	-36,425.43	85.21%
5126 · Medical Savings Plan (HRA Veba)	3,500.00	42,000.00	39,000.00	3,000.00	107.69%
5130 · Life & Disability Insurance	931.00	17,369.66	20,166.00	-2,796.34	86.13%
5135 · Retirement (PERS)	13,347.39	182,867.25	229,812.00	-46,944.75	79.57%
5137 · Deferred Compensation Match	0.00	0.00	0.00	0.00	0.0%
5210 · Physical Exams	0.00	0.00	3,155.00	-3,155.00	0.0%
Total 5000 · Personal Services	136,753.42	1,708,721.73	1,933,860.00	-225,138.27	88.36%
6000 · Materials and Services					
6010 · General Operating Expense	0.00	0.00	0.00	0.00	0.0%
6035 · Apparatus Maintenance(Vehicles)	497.20	32,969.98	41,000.00	-8,030.02	80.42%
6040 · Equipment Maintenance	0.00	16,923.95	21,245.00	-4,321.05	79.66%
6070 · Small Tools & FF Equip/Supplies	0.00	7,240.31	9,000.00	-1,759.69	80.45%
6180 · Medical Supplies	12,394.20	135,329.68	125,000.00	10,329.68	108.26%
6400 · Fuel Expense	0.00	24,209.07	32,250.00	-8,040.93	75.07%
6727 · Dues/Subscriptions/Fees-Career	7,564.72	339,224.08	362,851.00	-23,626.92	93.49%
6750 · Other Professional Services	0.00	7,500.00	10,000.00	-2,500.00	75.0%
Total 6000 · Materials and Services	20,456.12	563,397.07	601,346.00	-37,948.93	93.69%
7000 · Capital Outlay	0.00	0.00	10,000.00	-10,000.00	0.0%
9000 · Transfers and/or Miscellaneous	0.00	0.00	0.00	0.00	0.0%
Total Expense	157,209.54	2,272,118.80	2,545,206.00	-273,087.20	89.27%

Keizer Fire District
General Fund- Training
 06/12/2024

	<u>May 24</u>	<u>YTD</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expense					
5000 · Personal Services					
5001 · Salaries & Wages	12,584.24	138,426.64	207,056.00	-68,629.36	66.86%
5080 · Overtime	0.00	0.00	0.00	0.00	0.0%
5083 · Leave Payoff	0.00	10,021.90	10,000.00	21.90	100.22%
5084 · Wellness Incentive	0.00	200.00	200.00	0.00	100.0%
5085 · Education Incentive	75.00	825.00	900.00	-75.00	91.67%
5090 · Volunteer Program	3,126.00	35,538.24	79,750.00	-44,211.76	44.56%
5110 · Payroll Tax Soc. Sec. (FICA)	952.26	11,215.22	17,714.00	-6,498.78	63.31%
5115 · State Unemployment Tax (SUTA)	12.43	146.54	255.00	-108.46	57.47%
5119 · Workers' Compensation Tax	1.37	26.65	52.00	-25.35	51.25%
5120 · Workers' Compensation	0.00	0.00	0.00	0.00	0.0%
5125 · Health and Dental Insurance	2,343.03	28,339.58	28,235.00	104.58	100.37%
5126 · Medical Savings Plan (HRA Veba)	250.00	2,750.00	3,000.00	-250.00	91.67%
5130 · Life & Disability Insurance	103.84	2,097.36	4,194.00	-2,096.64	50.01%
5135 · Retirement (PERS)	2,772.48	32,835.76	65,511.00	-32,675.24	50.12%
5137 · Deferred Compensation Match	1,091.76	12,009.36	13,101.00	-1,091.64	91.67%
5210 · Physical Exams	0.00	1,890.00	10,505.00	-8,615.00	17.99%
Total 5000 · Personal Services	<u>23,312.41</u>	<u>276,322.25</u>	<u>440,473.00</u>	<u>-164,150.75</u>	<u>62.73%</u>
6000 · Materials and Services					
6010 · General Operating Expense	0.00	0.00	0.00	0.00	0.0%
6020 · Volunteer Recruitment/Retention	0.00	0.00	1,000.00	-1,000.00	0.0%
6137 · Uniforms	0.00	0.00	500.00	-500.00	0.0%
6600 · Training	341.66	71,078.42	73,500.00	-2,421.58	96.71%
6605 · Training Supplies	0.00	4,308.60	5,050.00	-741.40	85.32%
6715 · Publicity/Advertising	0.00	0.00	500.00	-500.00	0.0%
6727 · Dues/Subscriptions/Fees-Career	440.00	1,785.00	9,065.00	-7,280.00	19.69%
Total 6000 · Materials and Services	<u>781.66</u>	<u>77,172.02</u>	<u>89,615.00</u>	<u>-12,442.98</u>	<u>86.12%</u>
Total Expense	<u>24,094.07</u>	<u>353,494.27</u>	<u>530,088.00</u>	<u>-176,593.73</u>	<u>66.69%</u>

**Keizer Fire District
 Reserve Fund
 06/12/2024**

	<u>May 24</u>	<u>YTD</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income					
4000 · Revenue					
4140 · Interest & Dividends	507.44	4,891.04	1,500.00	3,391.04	326.07%
Total 4000 · Revenue	507.44	4,891.04	1,500.00	3,391.04	326.07%
9050 · Transfer In From General Fund	0.00	0.00	25,000.00	-25,000.00	0.0%
Total Income	507.44	4,891.04	26,500.00	-21,608.96	18.46%
	507.44	4,891.04	26,500.00	-21,608.96	18.46%
Expense					
7000 · Capital Outlay					
7010 · Fire/Rescue Equipment	0.00	0.00	25,000.00	-25,000.00	0.0%
7040 · Land/Bldg Improvement	0.00	0.00	25,000.00	-25,000.00	0.0%
Total 7000 · Capital Outlay	0.00	0.00	50,000.00	-50,000.00	0.0%
9000 · Transfers and/or Miscellaneous					
9034 · Reserved for Future Expenditure	0.00	0.00	79,772.00	-79,772.00	0.0%
Total 9000 · Transfers and/or Miscellaneous	0.00	0.00	79,772.00	-79,772.00	0.0%
Total Expense	0.00	0.00	129,772.00	-129,772.00	0.0%
	507.44	4,891.04	-103,272.00	108,163.04	-4.74%
	507.44	4,891.04	-103,272.00	108,163.04	-4.74%

Keizer Fire District
Capital Projects Fund
 06/12/2024

	<u>May 24</u>	<u>YTD</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income					
4000 · Revenue					
4140 · Interest & Dividends	3,359.57	36,043.35	10,000.00	26,043.35	360.43%
Total 4000 · Revenue	<u>3,359.57</u>	<u>36,043.35</u>	<u>10,000.00</u>	<u>26,043.35</u>	<u>360.43%</u>
Total Income	<u>3,359.57</u>	<u>36,043.35</u>	<u>10,000.00</u>	<u>26,043.35</u>	<u>360.43%</u>
Expense					
6000 · Materials and Services					
6070 · Small Tools & FF Equip/Supplies	0.00	0.00	0.00	0.00	0.0%
Total 6000 · Materials and Services	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
8200 · Bond Capital Projects Expend.					
8210 · Equipment	720.00	16,858.37	129,596.00	-112,737.63	13.01%
8240 · Staff/Misc. Vehicles	0.00	56,218.03	60,000.00	-3,781.97	93.7%
Total 8200 · Bond Capital Projects Expend.	<u>720.00</u>	<u>73,076.40</u>	<u>189,596.00</u>	<u>-116,519.60</u>	<u>38.54%</u>
9000 · Transfers and/or Miscellaneous					
9034 · Reserved for Future Expenditure	0.00	0.00	600,000.00	-600,000.00	0.0%
Total 9000 · Transfers and/or Miscellaneous	<u>0.00</u>	<u>0.00</u>	<u>600,000.00</u>	<u>-600,000.00</u>	<u>0.0%</u>
Total Expense	<u>720.00</u>	<u>73,076.40</u>	<u>789,596.00</u>	<u>-716,519.60</u>	<u>9.26%</u>

Keizer Fire District Bond Repayment Fund

06/12/2024

	<u>May 24</u>	<u>YTD</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income					
4000 · Revenue					
4010 · Taxes, Current Year	2,152.47	377,772.76	370,378.00	7,394.76	102.0%
4020 · Taxes, Prior Year	327.00	4,345.72	2,000.00	2,345.72	217.29%
4140 · Interest & Dividends	1,623.82	9,639.84	2,500.00	7,139.84	385.59%
Total 4000 · Revenue	<u>4,103.29</u>	<u>391,758.32</u>	<u>374,878.00</u>	<u>16,880.32</u>	<u>104.5%</u>
Total Income	<u>4,103.29</u>	<u>391,758.32</u>	<u>374,878.00</u>	<u>16,880.32</u>	<u>104.5%</u>
	4,103.29	391,758.32	374,878.00	16,880.32	104.5%
Expense					
6000 · Materials and Services					
6771 · GO Bond Payment	0.00	0.00	250,000.00	-250,000.00	0.0%
6772 · Interest Expense	0.00	67,189.01	134,378.00	-67,188.99	50.0%
Total 6000 · Materials and Services	<u>0.00</u>	<u>67,189.01</u>	<u>384,378.00</u>	<u>-317,188.99</u>	<u>17.48%</u>
Total Expense	<u>0.00</u>	<u>67,189.01</u>	<u>384,378.00</u>	<u>-317,188.99</u>	<u>17.48%</u>

KEIZER FIRE DISTRICT CHIEF REPORT

June 2024

Activities and Projects:

➤ 2024/2025 Budget

- Thank you to all who were a part of another successful budget process for the 2024/2025 budget year. The budget was approved unanimously by the Keizer Fire District Budget Committee. The approved budget is included in the board packet for adoption.

➤ 2024/2025 Ambulance Service Rates

- Please see the included memo and resolution regarding the 2024/2025 ambulance service rates. The Salem City Council approved these rates at their meeting on June 10, 2024, and the same rate schedule will be presented to the MCFD#1 Board for approval at their meeting on June 20, 2024.

➤ Policy 4.05 Non-Represented and at Will Employment

- Included in the packet for the first reading is policy 4.02 Non-Represented and at Will Employment. Please see the included memo for further information.

➤ Safer/AFG Grants

- We have submitted a Staffing for Adequate Fire and Emergency Response (SAFER) Grant application with a request to fund three Firefighter/Paramedics and one Community Risk Reduction Specialist. This funding would pay for 100% of these positions for four years with no requirement to maintain the positions beyond the life of the grant. Thank you to BC Wilson for all of the work that went into this extensive application process.
- No update on the status of the AFG grant we submitted for a potential replacement of E-385. Award announcements are expected to begin in the fall of 2024.

➤ Community Engagement

- Chief Blanco has been active in the community, making new contacts and re-engaging with groups from the past. This month we have had representation at numerous field days and other school events, Keizer City Council, Chamber of Commerce events, Keizer Rotary, and neighborhood association meetings. Thank you to Chief Blanco for his efforts in this important area, look for our community engagement to continue to increase in the future.

➤ District Website and Email

- Thanks to the efforts of our IT department, we are now live with our .gov website and .gov email. Anything sent to a .com address will be automatically redirected to our new .gov accounts. Thanks for your hard work on this project, Josh!

➤ Salem Fire Ambulance Service

- Salem Fire Department will be taking over the ambulance service in the City of Salem as a division of the fire department with a target takeover date of July 1, 2025. This move will undoubtedly have an impact on our call volume during the transition. With our planned full-time staffing of an additional ambulance and rounding out the full-time staffing of a second engine company on or around July 1, 2024, we have positioned ourselves to be prepared for potential challenges.

➤ Publicly Available Narcan

- Chief Butler has successfully enrolled Keizer Fire in a program that supplies Narcan free of charge that we can provide to community members. If we respond on a call where Narcan was used, we can now leave a dose and educate citizens on appropriate use in the case of future incidents. Thanks, Chief Butler!

➤ Policy Review and Update

- This month's review includes memos and proposed policy updates for 2.03, 3.03, 2.12, and 2.13. These policies are included with memos from Chief Butler, they have been reviewed by staff and legal counsel where warranted, and are presented to you for their first reading.
- Policies 3.01, 3.02, 4.08, and 4.09 are included for the second reading and Board approval.

➤ 2024 OVFA Conference:

- We will co-host the Oregon Volunteer Firefighters Association Conference June 19th-23rd of 2024 in cooperation with MCFD#1. This will be a good opportunity for training and networking at the state-wide level. There will be opportunities for our staff to attend training or attend as an instructor if interested.
- I attended a planning meeting on Friday, May 17th and most of the details for the event are on track with just over 100 students expected to attend.
- KFD and MCFD#1 will be providing dinner to the attendees at the Brooks campus on Friday, June 21st. If you would like to help out, you are welcome to attend, cook a few hot dogs, and eat as many as you would like as a payment.

➤ Wildfire Resiliency and Preparedness

- This Wildfire Defensible Space grant is provided through the Office of the Oregon State Fire Marshal and operates jointly between Keizer Fire, Marion County Fire, and Aumsville Fire.
- The focus of the grant is to create defensible space around structures in our prospective fire districts.
- Free home assessments are being scheduled with interested citizens of the districts.
- The grant, defensible space assessments, and program details are being administered and managed by MCFD#1 for all three involved agencies as part of the grant.

➤ KFD/MCFD#1 Intergovernmental Agreement – Station 6

- Operations continue to run smoothly and all is well in our cooperative efforts at Station 6. We continue to evaluate and look for opportunities for further collaboration.

➤ Interagency Relations:

- We continue to meet monthly with the Chief Officers from MCFD#1. Our June meeting has been postponed until the end of the month due to scheduling conflicts.
- I continue to meet with the North Marion County Fire Chiefs focusing on continuing conversations and working together to support the fire service in the region.
- We are working to schedule our next meeting of Board Presidents and Fire Chiefs; we are tentatively working on a July date.

➤ Future Fire Station Funding Options:

- We have looked into several grants and alternate funding opportunities and so far, none of them apply to our proposed project; the work continues.
- We are continuing to explore grant and alternate funding options for a future fire station. As the community continues to grow, so does our call volume. The current fire station is over capacity on personnel and apparatus. We are looking toward the future and beginning the plans that will meet our future needs. There are some grants and areas of funding that we are currently looking into, as well as potential partnerships we are working to develop. Current fire station construction costs in our area are currently exceeding \$550 per square foot.

➤ Upcoming Classes/Conferences:

Respectfully Submitted,
Ryan Russell
Fire Chief

EMS ACTIVITY REPORT

June 2024 Board Meeting

- **Ambulance Billing Items:**
- **Please note; This is not the final numbers for May. Due to some unexpected absences and falling behind in posting charges, I was unable to process and close May before the board reports were due. As soon as Systems Design has closed and I have final numbers I will forward them to you.**
- Our **May** financial reports from Systems Design show **\$343,737.60** in new charges with **159 billable calls** and a deposited revenue of **\$164,698.03**. Our A/R balance is **\$1,730,982.10**. Our net revenue from accounts in collections during **May** was **\$2,192.83**.
- **Capital FireMed Program Revenue:**
- **May** reports for Capital Fire Memberships revenue was
- **April** reports for Capital Fire Memberships revenue was \$3,290.00 with 48 memberships.
- **March** reports for Capital Fire Memberships revenue was \$3,290.00 with 48 memberships.
- **February** reports for Capital Fire Memberships revenue was \$1,680.00 with 25 memberships.

Nothing new to report; We received funds for the second half of the GEMT CCO program for 2023. For a total of \$166,241.00. I am still waiting to see what we will be receiving from GEMT FFS for FY2023 supplement payment program, more to come with that.

I have already submitted my application and signed documents for participation of next year. My next GEMT CCO check in meeting is at the end of June 2024.

Should you have any questions about any of this information, please don't hesitate to ask.

Respectfully Submitted,
Jacquelynn Sunderland
EMS Billing & Records Manager

OPERATIONS MONTHLY REPORT

June 2024

May 2024 Total Incidents – 579
 YTD – 3074

May 2023 Total Incidents – 619
 YTD – 2754

May 2023 Total Incidents – 529
 YTD – 2496

Continuous Code 3 “ALL” <= 6 minutes – 71, Average Response Time: 00:04:12

Continuous Code 3 “ALL” > 6 minutes – 6, Average Response Time: 00:06:47

Inc #	Address	Call Type	Shift	T.O.D.	Reason
2678	Stadium Dr at Ulali Dr	MVA	C	5:44 PM	Traffic
2695	700 Blk McNary Estates Dr N	EMS	C	8:31 PM	Traffic Calming Devices
2738	5500 Blk Windsor Island Rd N	EMS	B	10:12 AM	Coming from drill site
2764	1100 Blk McGee Ct N	EMS	B	12:26 PM	
2976	200 Blk Snead Dr N	EMS	A	6:13 PM	Traffic Calming Devices
3157	700 Blk Bever Dr N	EMS	C	5:07 AM	Poor Turnout Time

MAY 2024 RESPONSE TIME STANDARD – 92.2%

2024 YEAR TO DATE CODE 3 RESPONSE TIME STANDARD – 93.7%

Operations Projects:

- Operational Staffing/Hiring: Berea Brush resigned from the District as a Firefighter/Paramedic to move on to Lane Fire Authority, which is where she is from.

On July 4th Jeffrey Iles will start as a Firefighter/Paramedic to fill that vacant slot. Jeff is from the North Bend area and has been looking to move back to the Keizer area. He has a long history of public service in law enforcement and the fire service.

We have been interviewing both Firefighter/Paramedics and Paramedics for the last couple of months in anticipation of increasing staffing. We have made several

conditional job offers, with a few more to come, and we are on pace to be able to hire six new employees August 5th.

- Clear Lake Co-Staffing: The co-staffing of the Clear Lake station is still going well. In May Engine 725, from Marion County Fire District #1, handled 33 calls in the North end of Keizer that would have usually been handled by our engine company. This decreased the work load on our engine by 1 call per shift. Engine 355 had 309 calls for the month of May, without the relief of E725, they would have responded to 342 calls. This is a decrease in work load of 10% for our engine company.
- Policy/Guideline Manual Project: This project continues to move forward. The Board will see four policies for a second reading and five policies for a first reading this month. We also continue to work on the guidelines that are for the Fire Chief to sign off. Guidelines approved since the last Board meeting include:
 - Corrective Action Guide
 - Display of the Flag

Maintenance Projects:

- Ambulance Purchase: There is no new information on this project at this time. Delivery is scheduled for about a year from now.
- Facilities: Routine care and maintenance continue to be completed by staff as time allows:
 - MAKO air station repair
 - Updating SCBA testing station for new standards
- Apparatus:

Other Events, Activities and Meetings:

- May 29th – Virtual Active Threat Training
- May 30th – Keizer Police/Keizer Fire Administration Meeting
- June 11th – Officers Meeting

Respectfully,

Brian Butler
Division Chief

VEHICLE MAINTENANCE REPORT

June 2024

(05/01/2024 – 05/31/24)

<u>Unit</u>	<u>Hours Out of Service</u>		<u>Notes</u>
	Month	Year to Date	
<u>Medics</u>			
2001 (M35)	9	18	Cab AC Repair (O)
2002 (M36)	8	147	PowerLOAD repair (O)
1501 (M37)	66	179	
1601 (M38)	16.5	607	
<u>Engines</u>			
1711 (E355)	3	36	
1712 (E365)	0	38	
2111 (E375)	0	29	
0411 (E385)	0	0	
<u>Other</u>			
9221 (L358)	2	2	
1731 (SQ359)	2	9	
2141 (BR358)	0	0	
1741 (BR365)	0	0	
1641 (UTV368)	0	0	
1651 (BC35)	0	1.5	
1652 (BC36)	0	0	
<u>Staff Vehicles</u>			
0851 (U394)	0	0	
2151 (U354)	0	0	
1653 (U374)	0	0	
0951 (U384)	0	0	
2051 (C351)	0	0	

Repair/Maintenance Events:

Note (I) Indicates In-House Repair
(O) Indicates Outside Vendor Repair

ADMINISTRATIVE & COMMUNITY SERVICES
June 2024

Recruitment and Retention of the Keizer Firefighter Volunteer Association members

Our goal is to maintain 12 active volunteer firefighters including students.

Volunteer Firefighters:

01. Belcher, Ryan
02. Fuller, Darrell
03. Gomez, Eduardo
04. Grant, Arianna
05. Jaime Zavala, Fernando
06. Johnson, Justin
07. Partida Gonzalez, Ramiro
08. Schmidt, Sterling
09. Spangle, Stone
10. Spangle, Titus
11. Ragsdale, Brandon
12. Riordan, Trevor

Non-Response/ volunteer support team

Our goal, with assistance from the KVFA is to create a Non-Response volunteer support team that will assist with Fire District, Community and CCR partner events.

The Community Risk Reduction (CRR) program

CCR is an effort to identify and prioritize specific risks in our community, followed by a coordinated application of resources to minimize the probability of those events from happening and or reduce the impact of those events.

Goal is to meet with: MAK, Young Life, Elks 2472, Eagles 2081, and Lions, Local assemblies of faith and fellowship, Safe routes to school, Keizer CERT, and any other entity that could possibly provide a CRR resource for our neighborhood associations/ community.

General information: Coordinate community and school activities where the Fire District and Keizer Volunteer Firefighters attend community activities, provide KFD messaging, relay DFM Pub-Ed information, serve as career-day guest speakers, plus show and tell of staff/ apparatus.

- 6/2 KVFA- CASA Superhero Run
- 6/13 Keizer Elementary field day
- 6/13 Cummings Elementary field day
- 6/18 Keizer Public works day
- 6/20-23 Co-Host OVFA at Brooks Campus
- 6/28 Southeast Keizer community center carnival

ADMINISTRATIVE & COMMUNITY SERVICES
June 2024

Attended June Meetings:

6/6 Anne Oscilia, MSW, QMHP. Clinical Supervisor Marion County Health & Human Services

6/6 ROTARY

6/14 Oregon Volunteer Firefighters Association (OVFA) Pre-Conference Meeting

6/15 Recruit swearing-in ceremony

6/17 Anne Oscilia, MSW, QMHP. Clinical Supervisor Marion County Health & Human Services

6/17 Keizer City council meeting

6/20-23 OVFA Co-Host (Undetermined participation)

6/25 KFD Chiefs meeting

Respectfully Submitted,

Hector Blanco

Administrative Division Chief

TRAINING, HEALTH, AND WELLNESS DIVISION

MONTHLY REPORT

June 2024

May Training Highlights:

Fire: Quarterly engineer evolutions took place at Knife River, focusing on off-road driving for wildland apparatus and drafting proficiency. All shifts practiced fire shelter deployment and completed a UTV course refresher at Keizer Rapids Park. We also sent an additional fifteen personnel to outside courses to achieve additional certifications related to wildland response.

EMS: Crews completed virtual Rescue Task Force training with Salem Fire to prepare for the evolutions this month, as well as attending in-house tactical casualty care presentations and Dr. Koulibali neurological emergencies case reviews.

Other: Prehospital considerations for diversity, equity, and inclusion.

Scheduled June Training:

Fire: Review new Operational Guidelines (10.30 Lithium-ion Battery Fires and 10.31 Water Tender & Brush Truck Response). Complete multi-company evolutions at Brooks facility focusing on fire operations within crowded residential space.

EMS: Active threat training and Rescue Task Force evolutions.

Specialty Training:

OVFA Conference

OSP SWAT Forcible Entry

SWR Team Training

Shore based water rescue awareness and water access point review (all personnel)

Meetings and Updates:

Training Committee: No meeting scheduled.

Chemeketa Fire Advisory Committee: Meeting on June 13th and will be signing cooperative work agreements for several fire interns starting at the end of this month.

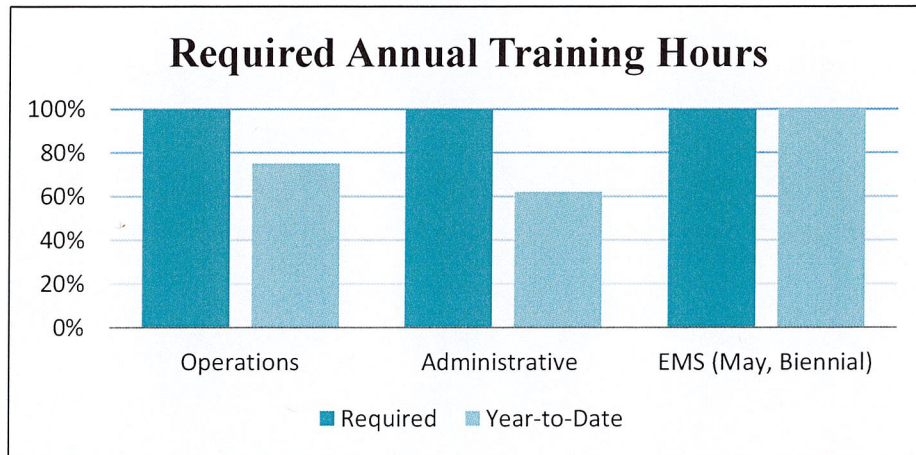
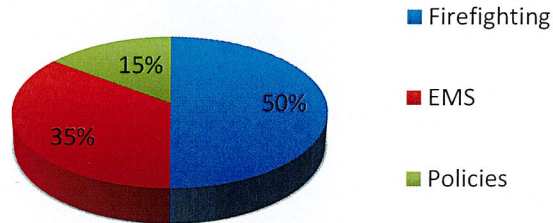
Mid-Willamette Fire Instructors Association (MWFIA): Meeting scheduled for June 12th. We are sending several members to wildland training hosted by neighboring agencies.

Salem Keizer Public Schools Active Threat Meeting: Large scale exercises planned for June 18th-21st with our crews attending throughout the week. Our personnel will also provide the Rescue Task Force crews to accompany Keizer Police's night patrol during their evolutions.

Other news: I attended the Task Force Leader Symposium put on by OSFM and brought back updated training for our personnel regarding expectations during fire season deployments. I also attended the joint KZP/KFD meeting, during which we discussed providing future cross-training of new KZP recruits, among other operational topics.

**TRAINING, HEALTH, AND WELLNESS DIVISION
MONTHLY REPORT
June 2024**

**May Training
Total Hours: 682.5**



Required Training Breakdown:

Agency Classification	Required Hours	Applicable personnel	Total
DPSST - Operations	60 hours	42	2,520 hours
DPSST – Administrative (Prevention, Public Education, Chief Officers)	12 hours	4	36 hours
Oregon Health Authority (OHA) Biennial Recertification	24 hours (EMT)	11	264 hours
	36 hours (EMT- A/I)	3	108 hours
	48 hours (EMT - P)	32	<u>1,536 hours</u>
			1,908 hours
Additional category for 2024: ISO Required Training (impacts rating and grant eligibility).	241 department hours (9 categories)	N/A	241 hours

TRAINING, HEALTH, AND WELLNESS DIVISION
MONTHLY REPORT
June 2024

Volunteer Program:

Keizer Volunteer Firefighters Association (KVFA): Recruit swearing-in ceremony is Saturday, June 15th.

Fire District Student and Resident Volunteer (RV) Program: Resident Riordan and Student Jamie Zavala will be acting as seasonal hires for us throughout the summer. Resident Ragsdale is currently completing the Paramedic program and has a conditional job offer with the district as a single role. Student Gonzalez-Partida is completing the first year of the program. We have several paramedic interns currently and will add fire interns starting this month.

Health and Wellness Programs:

Peer Fitness Committee: Annual Fitness assessments will continue through June.

Peer Support Team: No meeting scheduled.

Annual Physical Exams: Continuing to catch up on required physicals and successfully had our first operations personnel compete voluntary cardiac stress testing.

Respectfully submitted,

Rachel Brozovich, Battalion Chief

Safety, Grants and Retention Report

June 2024

Safety: Upon learning about some more local OSHA inspections, I am working hard to prepare us for the inevitable visit. I have contacted OSHA to schedule a voluntary facility assessment with one of their representatives. This will allow me to work with them directly to review our safety procedures and documentation. This is not allowed to be a punitive visit, so they will not be able to cite or fine us for anything. It will allow me to get everything corrected and in order, along with gaining training from the OSHA representative. By requesting this meeting, our organization is exempt from an official OSHA inspection until after the assessment. Other safety items of note:

- I am continuing to work through the SDAO safety self-assessment that will also ensure we are prepared for OSHA.
- I will be developing maintenance equipment task books to be completed by potential specialty equipment users.
- We had a productive safety committee meeting this past month. Thank you to Trevor Riordan for stepping in as the volunteer representative now that Eric Sorenson is gone.
- I will be attending a safety conference in September to continue educating myself.

Grants: Here is an update of the grants that have been researched and/or submitted:

- **AFG:** Submitted in March of 2024 requesting funding for the purchase of a new Pierce engine. No updates on this grant as of now. The website has been down for over 2 weeks.
- **SAFER:** Submitted in April of 2024 requesting funding for the addition of 4 FTEs to include 3 FF/PMs and 1 Fire and Life Safety Specialist. The grant requests begin peer review in June. No updates on this grant as of now. The website has been down for over 2 weeks.
- **Active Shooter Grants:** I have been researching grants related to active shooter events in hopes that we will be able to secure some more event specific equipment.

Retention: I have created an Employee Retention Committee with the help of several employees that have volunteered to participate. This committee has at least 1 representative from each rank, labor and administration. The committee members are:

Chief Wilson – Committee chair and Chief Officer representative

Captain Alderson – Officer and labor representative

Engineer Jensen – Engineer and labor representative

Firefighter/EMT Basic Brian Loan – Firefighter representative

Firefighter/Paramedic Ian Gaither-Lyell – Firefighter representative

Paramedic Tobias Klotz – Single role paramedic representative

Jacqueline Sutherland – Administration representative

We have our first meeting scheduled for July. As a reminder, program components will include:

- Quarterly Retention Committee meetings
- In person employee interviews
- Anonymous employee job satisfaction surveys
- Morale building activities
- Exit Interviews

I will be meeting with members of the former Audit Review Committee to wrap up that program and roll topics over to the new Employee Retention Program.

I conducted an exit interview with Berea Brush to gain insight into her experience here and ways we can improve as an organization.

Diversity, Equity and Inclusion: I was asked to work on creating a Diversity, Equity and Inclusion program for the fire district. I have begun working on and researching this topic. I will work with Training to find educational opportunities and hope to create a district committee in the near future.

If you have any questions about any of these programs, please don't hesitate to ask.

Respectfully submitted,

Christina Wilson

Fire Prevention Division Board Report

Anne-Marie Storms, Deputy Fire Marshal

June 2024

Fire & Life Safety

Inspections/code issues

- *McNary/River Project* – There have been no updates on the two large parcels of large at River and McNary.
- *Trail Apartments* – The Trail Apartments are making progress with the plan to be completed in August.
- *Chemawa Apartments*– No updates
- *Schools* -Whiteaker Middle Schools Inspection has been completed and we started Clagget Creek Middle Schools inspection. CCMS should be completed early next week.
- *Volcanoes Stadium* – An inspection was completed in early April of the stadium as part of their licensing for fireworks shows this summer. They had multiple items on their reinspection that needed to be addressed which took three more reinspection's to be completed. They are now in compliance with the understanding the weeds and grass need to be maintained as part of the issuing of their fireworks permits.
- *KeizerFest* – *With the Keizerfest tent moving this year I've met with the committee to help them meet code requirements.*

Community Outreach

- Car Seat Clinic – June 10th we hosted a car seat clinic as part of the Oregon Child Passenger Safety Regional Conference. IN the morning current CPST's received continuing education, they then assisted with the car seat clinic . During the two-hour event, we assisted 10 families and installed 11 seats.

Meetings Attended

- 5/28 – Pre-AP
- 5/28 – KeizerFest Meeting
- 5/28 – Board Meeting
- 5/30 – Station Tours x 2
- 6/3 – Oregon Wildfire Funding Meeting
- 6/4 – Region Fire Marshal Meeting
- 6/4 – MVCSC Meeting
- 6/10 – OCPS Conference and Car Seat Clinic
- 6/11 – SKSD Meeting
- OFMA Board Meeting –

Fire Investigations

- None

**KEIZER RURAL FIRE PROTECTION DISTRICT
661 CHEMAWA ROAD N.E.
KEIZER, OREGON 97303**

RESOLUTION NO. 2024-03

RESOLUTION TO ADOPT THE BUDGET

BE IT RESOLVED that the Board of Directors of the Keizer Rural Fire Protection District hereby adopts the budget for fiscal year 2024/2025 in the total amount of \$15,646,321 now on file at Keizer Fire District, 661 Chemawa Rd NE, Keizer, OR 97303.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2024 for the following purposes:

<u>GENERAL FUND</u>	
Administration	\$ 2,356,638
Operations	\$ 9,249,278
Training	\$ 444,770
Transfer to Other Funds	\$ 100,000
Operating Contingencies	\$ <u>120,000</u>
Fund Total	\$ 12,270,686
<u>CAPITAL PROJECTS FUND</u>	
Fund Total	\$ <u>762,389</u>
<u>EQUIPMENT & FACILITY RESERVE FUND</u>	
Fund Total	\$ <u>50,000</u>
<u>GENERAL OBLIGATION BOND REPAYMENT FUND</u>	
Debt Service	\$ <u>391,516</u>
Fund Total	\$ 391,516
TOTAL APPROPRIATIONS, All Funds	\$ <u>13,474,591</u>
Total Unappropriated and Reserve Amounts, All Funds	\$ <u>2,171,730</u>
TOTAL ADOPTED BUDGET	\$15,646,321

RESOLUTION IMPOSING THE TAX

Be it resolved that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2024/25.

- (1) At the rate of \$1.3526 per \$1,000 of assessed value for permanent rate tax;
- (2) At the rate of \$0.9900 per \$1,000 of assessed value for local option tax; and
- (3) In the amount of \$397,890 for debt service on general obligation bonds;

RESOLUTION CATEGORIZING THE TAX

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Subject to the General Government Limitation

Permanent Rate Tax - \$1.3526/\$1,000
Local Option Tax - \$0.9900/\$1,000

Excluded from Limitation

General Obligation Bond Debt Service - \$397,890

The above resolution statements were approved and declared adopted on June 18, 2024.

By: _____
President, Board of Directors



**Workers' compensation insurance proposal for
Keizer Rural Fire District**

R Bauer Ins-Limited
R Bauer Insurance Inc
P: 503.588.0095
F: 503.588.0421

May 31, 2024

KEIZER RURAL FIRE DISTRICT
661 CHEMAWA RD NE
KEIZER, OR 97303-4436

R BAUER INS-LIMITED
R BAUER INSURANCE INC
PO BOX 20070
KEIZER, OR 97307-0070

SAIF policy: 100056381
Policyholder: Keizer Rural Fire District

This business's workers' compensation policy with SAIF Corporation renews on July 01, 2024. I authorized the rates and plan(s) shown on the enclosed premium estimate(s).

To elect coverage

Sign and return the Notice of Election before the effective date of July 01, 2024.

Prepay discount

SAIF Corporation offers additional savings in exchange for paying premiums in advance. A 3.00 percent discount is offered for annual prepay plans.

SAIF uses estimated premium paid in advance during the policy year to calculate the prepay discount when the policy is bound and issued. The prepay discount does not change with adjustments in premium after the policy term is issued.

The terrorism premium, catastrophe premium, and the Department of Consumer and Business Services (DCBS) premium assessment will also be estimated and paid with your prepay installments. The prepay discount does not apply to the terrorism premiums or the DCBS premium assessment.

If SAIF does not receive your first installment in our office on or before the 25th day of the month preceding the new policy period, you will not receive the prepay discount. SAIF does not use postmark dates in determining date received.

Installment payment terms

Each installment will be the same amount based on the annual estimate divided into equal installments. Subsequent installments are due by the 25th day following the bill date of the installment.

Changes in your payroll or operations during the year can result in an adjustment to your policy premium. Please notify us of changes in your business to avoid a large reconciliation adjustment at the end of the year.

We will send a payroll report to you at the end of each reporting period. Return the completed payroll report to us by the indicated due date or you may go to saif.com to submit payroll figures online where SAIF makes it easy by doing all the calculations for you.

SAIF adds interest at the rate of one percent per month to any past due balance.

Your final policy premium will be adjusted after you file your actual payroll on a report sent to you at the end of the policy period. To make it easy, SAIF will calculate the premium for you. You can file the report by going to **saif.com / Employer Guide / File a payroll report**, or you may return the completed report to SAIF. SAIF will notify you by invoice of the adjustment in your premium based on the actual payroll you reported for the policy period.

Verifiable time records

Oregon Administrative Rules require you to report wages under the highest rated classification applicable to any part of the worker's duties if you choose not to keep verifiable time records.

In most instances, if you have more than one classification on your insurance policy and your workers shift duties between those classifications, you can use verifiable time records to separate the payroll of the workers and report it in more than one classification on the payroll report.

Verifiable time records must be supported by original entries from other records, including, but not limited to, timecards, calendars, planners, or daily logs prepared by the employee or the employee's direct supervisor or manager. Estimated percentages or ratios will not be accepted. For more information on how to keep verifiable time records, go to **saif.com / Employer Guide/ Reporting payroll / Verifiable time records**.

Prevent jobsite injuries

Safety awareness and preparedness are key in preventing on-the-job injuries, which may keep workers' compensations costs down. Please go to **saif.com / Safety and health** and also the Oregon OSHA website at orosha.org to obtain valuable information to prevent injuries.

SAIF Corporation strives to provide our customers with the best services available at the lowest possible cost. We appreciate your confidence in us and look forward to working with you. Please feel free to contact me whenever you need assistance.

Sincerely,

/s/ Kim Ramsey
Underwriter
P: 503.373.8483
F: 503.584.8483
KIMRAM@SAIF.COM

c: R Bauer Ins-Limited

Keizer Rural Fire District

Premium estimate for Guaranteed Cost

Period: 07/01/2024 - 07/01/2025
Group: Special Districts Association of Oregon

Policy: 100056381
Plan: Version #1 (1)

Rating period: 07/01/2024 to 07/01/2025
Location 1: 661 Chemawa Rd NE, Keizer, OR

Classification description	Class	Subject payroll	Rate	Premium
Ambulance/Ems (Emer-Med-Ser) & Drs	7705	\$668,815.00	3.61	\$24,144.22
Firefighters And Drivers	7710	\$3,973,444.00	4.5	\$178,804.98
Vol Meal Prep	7710	\$2,000.00	4.5	\$90.00
Vol Frmn @ 800/Mo Ea	8411	\$144,000.00	1.27	\$1,828.80
Vol Board & Committees	8742	\$3,250.00	0.19	\$6.18
Office Clerical	8810	\$988,168.00	0.08	\$790.53
Total manual premium		\$5,779,677.00		\$205,664.71

Description	Basis	Factor	Premium
EL Increased Limits premium (Part II)	\$205,664.71	1.007	\$1,439.65
Total subject premium			\$207,104.36

Description	Basis	Factor	Premium
Experience Rating	\$207,104.36	0.92	-\$16,568.35
Total modified premium			\$190,536.01

Description	Basis	Factor	Premium
OGSERP factor	\$190,536.01	0.93	-\$13,337.52
Pre-pay credit	\$177,198.49	0.97	-\$5,315.95
Total standard premium			\$171,882.54

Description	Basis	Factor	Premium
Oregon Total Premium			\$171,882.54
Premium Discount	\$171,882.54	0.1673	-\$28,763.86
Terrorism Premium	\$5,779,677.00	0.005	\$288.98
Catastrophe Premium	\$5,779,677.00	0.01	\$577.97
DCBS Assessment	\$143,005.88	1.098	\$14,014.58
Total premium and assessment			\$158,000.21

Premium discount schedule		
First	\$5,000	0.00%
Next	\$10,000	10.50%
Next	\$35,000	16.50%
Over	\$50,000	18.00%

The experience rating modifier is tentative.

Keizer Rural Fire District

Premium estimate for Guaranteed Cost

Period: 07/01/2024 - 07/01/2025

Group: Special Districts Association of Oregon

Policy: 100056381

Plan: Version #1 (1)

Part Two coverage at limits of \$2,000,000/\$2,000,000/\$2,000,000

Policy Minimum Premium: \$500

Part Two Coverage Increased Limits Minimum Premium: \$140

Your policy premium is based on your current estimated premium and may be prorated for policies in effect for less than a full year or adjusted based on actual payroll by classification.

Terrorism Premium is in addition to Policy Minimum Premium.

Catastrophe Premium is in addition to Policy Minimum Premium.

DCBS Premium Assessment excludes Part Two Coverage.

Payroll Reporting Frequency: Annual

Policyholder Option to Reimburse SAIF Corporation for Medical Expenses (Nondisabling Claims Reimbursement Program): This policyholder has chosen to enroll in the Nondisabling Claims Reimbursement program with Annual claim evaluation.

The Oregon Group Supplemental Experience Rating (OGSERP) factor above is for: Special Districts Association of Oregon

Keizer Rural Fire District

Premium estimate for Guaranteed Cost

Period: 07/01/2024 - 07/01/2025
Group: Special Districts Association of Oregon

Policy: 100056381
Plan: Version #1 (1)

The factor below includes the class rate, modifiers, discount, and DCBS assessment. The factor will be recalculated when payroll reports are created to include any policy changes and actual reported payroll to date.

Rating period: 07/01/2024 to 07/01/2025
Location 1: 661 Chemawa Rd NE, Keizer, OR

Classification description	Class	Subject payroll	Adjusted Rate
Ambulance/Ems (Emer-Med-Ser) & Drs	7705	\$668,815.00	0.0277324
Firefighters And Drivers	7710	\$3,973,444.00	0.03452887
Vol Meal Prep	7710	\$2,000.00	0.03452887
Vol Frmn @ 800/Mo Ea	8411	\$144,000.00	0.00986303
Vol Board & Committees	8742	\$3,250.00	0.00161563
Office Clerical	8810	\$988,168.00	0.00077562
Total manual premium		\$5,779,677.00	

Keizer Rural Fire District

Plan description for Guaranteed Cost Plan

Period: 07/01/2024 - 07/01/2025

Policy: 100056381

Guaranteed Cost Plan

SAIF Corporation's Guaranteed Cost Plan is a simple, no-risk plan that allows purchasers to know their insurance costs throughout the policy period. It may provide a premium discount based on volume.

Oregon Group Supplemental Experience Rating Plan (OGSERP)

If your business is a member in good standing of an association included in this proposal, you may be eligible for additional group savings through the Oregon Group Supplemental Experience Rating Plan. This plan allows businesses to be rated collectively as a group, and the combined premium and losses of all members are evaluated each year to determine the group's supplemental discount.

Installment payment terms

Each installment will be the same amount based on the annual estimate divided into equal installments. Subsequent installments are due by the 25th day following the bill date of the installment.

Changes in your payroll or operations during the year can result in an adjustment to your policy premium. Please notify us of changes in your business to avoid a large reconciliation adjustment at the end of the year.

We will send a payroll report to you at the end of each reporting period. Return the completed payroll report to us by the indicated due date or you may go to **saif.com** to submit payroll figures online where SAIF makes it easy by doing all the calculations for you.

SAIF adds interest at the rate of one percent per month to any past due balance.

Your final policy premium will be adjusted after you file your actual payroll on a report sent to you at the end of the policy period. To make it easy, SAIF will calculate the premium for you. You can file the report by going to **saif.com / Employer Guide / File a payroll report**, or you may return the completed report to SAIF. SAIF will notify you by invoice of the adjustment in your premium based on the actual payroll you reported for the policy period.

Prepay discount

SAIF Corporation offers additional savings in exchange for paying premiums in advance. A 3.00 percent discount is offered for annual prepay plans.

SAIF uses estimated premium paid in advance during the policy year to calculate the prepay discount when the policy is bound and issued. The prepay discount does not change with adjustments in premium after the policy term is issued.

The terrorism premium, catastrophe premium, and the Department of Consumer and Business Services (DCBS) premium assessment will also be estimated and paid with your prepay installments. The prepay discount does not apply to the terrorism premiums or the DCBS premium assessment.

If SAIF does not receive your first installment in our office on or before the 25th day of month preceding the new policy period, you will not receive the prepay discount. SAIF does not use postmark dates in determining date received.

Keizer Rural Fire District

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2024 - 07/01/2025

Policy: 100056381

Group: Special Districts Association of Oregon

Plan: Version #1 (1)

Agency: R Bauer Insurance Inc

Producer: R Bauer Ins-Limited

Total estimated premium and assessments: \$158,000.21

Payroll reporting frequency: Annual

Please visit **saif.com** and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

Initial installment due by 06/25/2024: \$158,000.21

I, the undersigned, as a legal representative of the Company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page with remittance. You may choose to pay online at saif.com, or write the quote or policy number indicated in this document on your check. Make check or money order payable to:

**SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000**

SAIF use only	D: \$0	I: \$158,000	Lyn L Zielinski-Mills
Date received _____	Amount received _____	Check no. _____	
Bond Company _____	Bond no. _____		

**KEIZER FIRE DISTRICT
RESOLUTION NO. 2024-04**

Resolution Revising Fees and Charges Established in Resolution No. 2024-04 for Emergency
and Non-Emergency Medical Services and Response Services

WHEREAS, ORS 478.410(4) authorizes a District to create fees for any services provided by the district and

WHEREAS, the emergency and non-emergency medical services and response services established by Resolution No. 2024-04 have been evaluated by the Board of Directors and have been determined by the Board of Directors to require increasing; and

WHEREAS, the Board of Directors has determined that these increased fees do not exceed the actual cost of providing such services; and

WHEREAS, The Board of Directors of the Keizer Fire District has determined it is reasonable and appropriate to adopt a cost recovery mechanism to collect the costs of providing emergency and non-emergency medical services and response services from the users of these services,

THEREFORE, BE IT RESOLVED that the Keizer Fire District does hereby adopt Resolution No. 2024-04 which provides reasonable emergency and non-emergency medical services and response service fees to reimburse the district for not more than its actual costs of providing these services as listed in Exhibit 1 (attached) effective July 01, 2024.

ADOPTED by the Keizer Fire District Board of Directors this 18th day of June 2024.

ATTEST: Keizer Rural Fire Protection District

By: _____
President, Board of Directors

By: _____
Secretary, Board of Directors

EXHIBIT 1
 Keizer Fire District - Resolution No. 2024-04 Adopting Pre-Hospital Emergency and Non-Emergency
 Medical Service Fees
 Effective: July 1, 2024

Fee Type	Description	FY 23-24 Adopted 7-23	FY 24-25 Adopted 7-24
Advanced Life Support 2	Dispatched as Emergency with increased level of Advanced Life Support procedures	\$1927.00	\$2,409.00
Advanced Life Support 2 Bariatric	Dispatched as Emergency with increased level of Advanced Life Support procedures, transport requires bariatric gurney	\$1927.00	\$2,409.00
Advanced Life Support Emergency	Dispatched as Emergency with Advanced Life Support procedures	\$1927.00	\$2,409.00
Advanced Life Support Emergency Bariatric	Dispatched as Emergency with Advanced Life Support procedures, transport requires bariatric gurney	\$1927.00	\$2,409.00
Advanced Life Support Non-Emergency	Dispatched as Non-Emergency with Advanced Life Support procedures	\$1927.00	\$2,409.00
Advanced Life Support Non-Emergency Bariatric	Dispatched as Non-Emergency with Advanced Life Support procedures, transport requires bariatric gurney	\$1927.00	\$2,409.00
Basic Life Support Emergency	Dispatched as Emergency, no Advanced Life Support procedures	\$1927.00	\$2,409.00
Basic Life Support Emergency Bariatric	Dispatched as Emergency, no Advanced Life Support procedures, transport requires bariatric gurney	\$1927.00	\$2,409.00
Basic Life Support Non-Emergency	Dispatched as Non-Emergency, no Advanced Life Support procedures	\$1927.00	\$2,409.00
Basic Life Support Non-Emergency Bariatric	Dispatched as Non-Emergency, no Advanced Life Support procedures, transport requires bariatric gurney.	\$1927.00	\$2,409.00
Advanced Life Support On-Scene Treatment	Dispatched as Emergency, Advanced Life Support procedures, no transport	\$917.00	\$917.00
Mileage	Fees for Mileage reflect the transport distance traveled rounded to the nearest tenth of a mile, beginning from the point of patient pickup to the point of patient's delivery destination.	\$37.00	\$47.00
Extra Attendant	When a patient's condition warrants the presence of additional medic personnel to assist crew during transport.	\$93.00	\$117.00
Wait Time	Per hour for waiting time for a patient at a medical facility; charged in half-hour increments after the first half hour	\$300.00	\$375.00

Each patient treated or transported shall be billed individually, regardless of the number of patients per call or combined in the same ambulance for transport.
 Adopted by the Keizer Fire District Board of Directors June 18, 2024.



MEMORANDUM

To: Board of Directors
From: Ryan Russell, Fire Chief
Date: June 18th, 2024
Subject: First Reading Policy 4.02

Issue:

Policy 4.02 Non-Represented and at Will Employment has been reviewed by the Board Personnel Committee, staff, and legal counsel with suggested changes and updates included.

Policy 4.02 serves to detail the benefits and employment practices of the District regarding all non-represented and at-will employees and should be reviewed regularly and updated as needed to reflect current employment practices.

Staff Recommendation:

Staff recommends that the Board of Directors review the attached policy (4.02 Non-Represented and at Will Employment) and provide any feedback for changes or updates. Staff will implement those changes and bring back the policy for the second reading in June.

~~OPERATIONAL~~ PERSONNEL POLICY

Number: 6.05 4.02

Effective: 07/12/88

Revised: 12/20/16, 06/20/17, 08/21/18, 11/16/2021, 10/17/2023 07/01/24

Division: Personnel

Title: Non-Represented and at Will Employment

PURPOSE

To establish a policy governing the employment practices of the District.

SCOPE

This policy shall apply to all Fire District non-represented and at-will employees. This policy does not apply to District volunteers. Represented employees are covered under the collective bargaining agreement.

RESPONSIBILITY

It is the responsibility of the Keizer Fire District and its employees to follow and abide by this policy.

PROCEDURE

This personnel policy is not an employment contract. It represents policies adopted by the Board of Directors, relative to the non-represented and at-will personnel employed by the Keizer Fire District and may be amended from time to time. The District will always strive to be fair and to provide notice and an opportunity for the employee to comment regarding any employment concerns.

A. Application to the District

In all positions where the driving of District vehicle is or could be a part of the applicant's job description, a current Oregon Driver's License shall be required. It is further required that in

~~such positions~~ the applicant must have a good driving record so as to insure that the individual is an insurable risk as mandated by the District's insurance carrier.

The driving record will be checked with the Department of Motor Vehicles Division prior to employment, and the employee's driver's license must be maintained throughout the employee's course of employment. If the applicant is from out-of-state, a three-year driving record is required prior to the District offering the applicant a position.

Upon initial hiring, each new non-represented and at will employee shall be presented with policy 6.05 ~~Non-represented and at will employment to review. After reviewing, the new employee and the District's representative shall sign this document, indicating that they have reviewed the document, and a copy shall be placed in the employees personnel file for future reference.~~

~~Due to the nature of the District's functions, the handling of public funds, the public trust involved in entering people's homes and businesses to respond to emergencies, and the necessity for quick, clear thinking in emergency situations, applicants who have been convicted of felonies or misdemeanors involving burglary, theft, robbery, embezzlement, fraud, arson (in any degree), violent crimes, or any other crimes involving dishonesty or breach of trust may be disqualified from employment with the District.~~

Due to the nature of the District's functions, job offers will be contingent upon consideration of the applicant's criminal record.

The District reserves the ~~rights~~ **right** to further investigate and withhold employment with the District ~~to from~~ any applicant who has provided false or misleading statements or information on the application for employment. **employment application.**

B. Trial Service Period / Probationary Status

All original hires or promotional appointments and reemployment of positions pertaining to and including firefighting or emergency services activities shall be subject to a probationary period of twelve months and must follow the terms and conditions as outlined in the District's civil service rules. All other District positions such as Office / Clerical staff or Information Technology which do not meet civil service criteria will also serve a trial service period for twelve months. Any employee whose trial service is interrupted by a leave of absence will ~~result~~ **in have** their trial period ~~being extended~~ until it reaches a full twelve months. An employee's probationary period ends when a supervisor provides written notice of the end of the probationary period.

The trial service period is part of the examination process for determining the suitability and qualification to hold the position. The trial service period occurs during the first twelve (12) months of hire or ~~during~~ the first twelve (12) months of a promotion. The trial service period may be extended by the supervisor **with cause**. When the supervisor determines that the trial service has ended, the employee will receive written notice. Should a Provisional, Temporary, or Relief Appointment employee working full-time hours for the District be offered a regular

Comment [RMW1]: Even though the policy says that a conviction "may" be disqualifying, I believe this is too broad. Under Oregon's "ban the box" law, an applicant may not be excluded from an initial interview solely because of a past criminal conviction, which means that an employer may not require an applicant to disclose a criminal conviction on a job application or prior to an initial interview. If no interview is conducted, an employer may not require an applicant to disclose a criminal conviction prior to making a conditional job offer.

The "ban the box" requirements do not prohibit employers from letting applicants know during recruitment that criminal background will be considered. Employers are still able to make a job offer contingent upon consideration of an applicant's criminal record. I think that is probably as far as you want to go in the policy, and then you can evaluate each applicant.

The Equal Employment Opportunity Commission (EEOC) has also issued guidance stating that use of criminal background checks in employment decisions may have a disparate impact based on protected classes, such as race and national origin. The EEOC guidance suggests employers used an individualized screen to determine whether excluding an applicant because of criminal history would be job-related and consistent with business necessity. Targeted screening should take into account 1) how recent the conviction is, 2) how severe it is, and 3) how it relates to the job. The process should also allow the applicant to explain the circumstances of a conviction.

position within the same classification, this employee will be given credit towards their probationary period for the time previously served while in the appointment position.

The appointment start date will also be used in determining the anniversary date for the purposes of establishing future wage increases and other benefit accumulations as appropriate.

These probationary period provisions do not apply to employees promoted to Acting in Capacity (AIC) status as relates to any position, unless the AIC status is in excess of 30 days. The 30 days must be contiguous with the appointment of that person to a position being newly opened based upon a vacancy. If the requirements are met, the AIC time shall be considered as part of the trial service period for the promotion. The AIC appointed employee is not guaranteed the promotion of the new vacancy. This provision only applies if the person acting in capacity meets the requirements of the position.

C. Evaluation Reports

The District has established a personnel evaluation guideline. This is accomplished through monthly evaluation reports while on trial service and annual evaluation reports once becoming a regular District employee. The evaluation reports are conducted by the employee's supervisor.

Employee performance reviews are an essential communication process between the employee and their supervisor. Such reviews provide information relating to merit, identifying areas of training needs, target the strengths and weaknesses of the employee's work performance, and measure the relationship between the goals and objectives and the individual employee's job performance. The purpose of the evaluations is to let employees know how well they are performing their job and whether they have identify any performance problems. An employee should be informed as soon as practical of a job performance problem that will or may be included in the member's evaluation.

Each employee shall review their evaluation report with their supervisor on an annual basis. The supervisor may elect to conduct other evaluation reviews on a more frequent basis in order to correct and/or more closely monitor the employee's performance. Upon completion of this review, an individual employee, if not satisfied with its outcome may submit written comments regarding their evaluation within 7 days, which will be reviewed and placed in the employees employee's file.

All evaluation reports shall be kept in the individual employees employee's personnel file. All evaluation reports are to be kept confidential between the individual and the District, except to the extent that disclosure is required by law, or that disclosure is warranted to assist in defending any claim, suits, or actions including unemployment, worker's compensation, and other claims of any type, or to the extent the District deems disclosure is necessary to support a disciplinary action or discharge.

D. Personnel Record File

Official personnel records of employees shall be maintained by their supervisor, by the Director of Finance and Human Resources. If there is a change of name, address, telephone number, marital status, number of dependents, or any change that affects payroll or benefits eligibility the District's ~~Office Manager~~ **Director of Finance and Human Resources** shall be notified. The District has a legal requirement to have a physical address in order to properly issue W-2 and 1099 forms at the end of the calendar year, therefore any updates to addresses must be sent to the ~~Office Manager~~ **Director of Finance and Human Resources**.

Comment [RMW2]: Wouldn't it be better to have all records maintained in a central location with HR?

Verbal warnings/reprimands and written reprimands shall be removed from a personnel file **after a period of one year**, pursuant to a determination by their supervisor or Fire Chief that each particular document is not accurate, or is no longer relevant or timely to any personnel or performance matter. All other discipline records shall be permanent. ~~The concerned employee will be notified of documents removed.~~

Documents containing medical information shall be kept in a separate, confidential file that is not part of the employee's personnel file. While these records shall be treated as confidential, supervisors and managers may be informed regarding necessary work restrictions and necessary accommodations and government officials investigating compliance with discrimination laws shall be provided relevant information on request.

No negative District provided material shall be placed in an employee's file unless the employee has had an opportunity to review the material, which shall be noted in the documents.

Employees may inspect and review their personnel files, excluding confidential reports from previous employers. Employees wishing to inspect/review their personnel file shall make an appointment in advance with their supervisor.

Information regarding an employee's name, address, telephone number, work history, performance or salary will not be given over the telephone. Only employment dates and job titles may be released verbally.

Verification of employment, requests for **an individual's** salary or other confidential information must be in writing, signed by the employee, authorizing release of specific information.

Work reference requests, for both present and terminated employees, must be in writing and signed by the employee, authorizing release of information.

E. Hours of Work: Staff Classifications

The hours of work shall be set by the Fire Chief for all positions. Required days and hours of work may be temporarily changed by the Fire Chief's designee or the employee's supervisor, to accommodate emergency situations, planned activities and to meet the needs of the Fire District.

1. Office/Clerical Staff or Information Technology

These positions are not covered by the District's civil service rules and do not have any responsibilities which may involve them in firefighting or emergency operations of the District.

These positions will normally work **40 hours per week on a schedule approved by the Fire Chief**, 8 hours a day (40 hours per week), beginning at 8:00am and ending at 5:00pm, Monday through Friday of each week with ~~Employees will be provided an one hour unpaid lunch break of at least 30 minutes, provided.~~ These positions will receive one and one half (1 ½) hours compensation for every hour worked over 8 hours per day or 40 hours in any one-week period. All overtime required must be pre-approved by the office/clerical staff's supervisor. Hours for part time positions could vary depending on staff levels, events or special activities.

Comment [RMW3]: Just a note that a .5 hour lunch and two 10 minute breaks are mandatory. This is noted in the policy below, but this reference here does not clarify that the employee must take the breaks.

It might be better to just delete the meal and break references here and rely on the policy below.

2. Chief Officers, Firefighters and Emergency Services Employees assigned to a 40-hour week.

FLSA (Fair Labor Standards Act) non-exempt Chief Officers, firefighters and emergency services employees assigned to an administrative 40-hour week will work a normal schedule, typically Monday through Friday with a one-hour unpaid lunch break provided.

These non-exempt positions will receive time and one-half (1 ½) for each authorized hour (in 15-minute increments) worked over the assigned 40 hours.

This 7-day work period will begin on Sunday morning at 00:00 and end on the following Saturday evening at 23:59.

FLSA exempt employees of the District do not qualify for overtime compensation, unless the employee meets the requirement in Policy 6.05, Section E, paragraph 4- 3. Such employees usually work in an administrative, executive or professional capacity. The supervisor will clarify whether a position is FLSA exempt or non-exempt at the time of hire.

"Chief Officer" is any employee at the rank of a ~~Battalion~~ **Division** Chief or higher, **to include: Office Manager/Finance Officer, The Director of Finance and Human Resources.** ~~Division Chief, and Fire Chief.~~

3. Overtime Calculations

To facilitate record keeping, overtime hours worked will be computed in 15-minute (1/4 hour) increments, **rounded up to the nearest quarter hour**. For non-FLSA exempt staff overtime hours will be computed at a rate of 1.5 times the hourly rate for any hours worked over 40 in one workweek.

For the purpose of Computing overtime hours worked includes all hours during which an employee is required to be on the employer's premises on duty or at a prescribed workplace. Hours worked also include authorized vacation and sick leave hours. Hours worked does not include any other paid or unpaid leave time (such as; holidays, etc.). For non-fire protection employees, hours worked does not include vacation or sick leave hours.

The District may, at its discretion, pay overtime special assignment compensation at the rate of 1.5 times current hourly wage to FLSA exempt employees for overtime hours worked by such employees if the District is being reimbursed at an overtime rate by another agency for such hours. One example of this is work during conflagrations. Additionally, the District may pay overtime special assignment compensation to FLSA exempt employees for unscheduled shifts worked providing Battalion Chief shift coverage. FLSA exempt employees providing Battalion Chief shift coverage will be paid at 1.5 times the current top step of the 40-hour Battalion Chief wage scale.

Comment [RMW4]: Since FLSA exempt employees are not entitled to overtime, you may want to consider calling this something other than overtime. Certainly not required, and I know it is common to call this overtime under these scenarios, but I think it is worth the internal discussion at the District. Perhaps calling it special assignment pay or something like that.

The policy says that overtime "may" apply for battalion chief coverage. What goes into that decision? You might want to clarify the decision-making process or provide a mechanism as to how that determination is made.

4. Meals and Rest Periods

Generally, FLSA non-exempt employees shall have regularly scheduled meal and rest periods in accordance with state and federal regulations, the meal period is to be of a period of not less than 30 minutes who work shifts of six (6) or more hours and are not included as hours worked. Rest periods are to be for a period of not less than ten (10) minutes for every segment of four (4) hours worked in one work period.

5. Record Keeping

Employees are expected to maintain and submit accurate records of hours worked and time taken off. All record keeping shall be done in a manner and on forms approved by the Fire Chief.

Salaried (FLSA exempt) employees will submit a timesheet cover page showing leave usage, accruals, and balances. A detailed account of special assignment pay will be documented on the back page of the timesheet.

Comment [RMW5]: To account for possible overtime compensation on conflag or BC duties, don't we want full time keeping for everyone?

F. Attendance

All employees are expected to complete their designated work period unless excused by their supervisor. Tardiness shall be cause for disciplinary action.

If an employee, for some unavoidable reason cannot report for work as scheduled they shall notify their supervisor or the District as soon as possible. Work attendance records are kept as a necessary part of the District's operations. Repeated absence from the job without proper notification or justification shall constitute grounds for discipline or termination of employment.

G. Bereavement Leave

An employee shall be granted a special funeral leave of absence not to exceed forty-eight (48) hours for shift personnel and forty (40) hours for 8 and 12-hour personnel in the event of a death in the immediate family. This special leave shall not be charged against sick leave or vacation time. Upon approval of the Fire Chief, an employee may draw upon, at the employee's discretion their accrued sick leave or vacation for additional special leave time. This leave is not to be considered a one-time per year benefit.

Immediate family, for the purposes of using leave, shall include the following:

- a. An employee's grandparents, biological, foster or adoptive parents, spouse/domestic partner, children, grandchildren, siblings, aunts, uncles and cousins.
- b. An employee's spouse's or domestic partner's grandparents, biological, foster or adoptive parents, children, grandchildren, siblings, aunts, uncles and cousins.

H. Jury Duty

Any employee shall serve jury duty as required by law. The employee will be placed on leave with pay for the term of the jury duty. Employees will be expected to report to work when less than the normal shift is required for jury duty or at such times as they are not required to report. Any monies paid to the employee by the courts for jury duty will be surrendered to the District. The District may at its discretion, request that an employee be excused from jury duty due to staffing levels or other conflicts, which places a hardship on the District.

I. Leave without Pay

Leave without pay up to twelve (12) weeks may be allowed with the approval of the Fire Chief or (if the leave is requested by the Fire Chief) the Board of Directors. Such leave is not guaranteed and may be granted at the District's sole discretion. Generally, the requesting employee must be an employee in good standing with no history of leave abuse or discipline related to unauthorized use of leave. Requests for leave without pay must be presented to the Fire Chief in writing. All benefits will continue to be provided by the District. An extension of six (6) additional weeks may be approved at the District's sole discretion, however, benefits may not continue unless required under the law. Under Federal COBRA laws, the employee may elect to pay the District for continuation of the employee's health benefits.

J. Personal Appearance

All employees and members are required to maintain a clean, neat, and professional appearance while on duty and any time the employee ~~representing~~ **represents** the District in **an** official capacity. The employee's appearance shall be in keeping with the specific occasion. Other areas regarding appearance, such as facial hair and the wearing of jewelry by fire and emergency services personnel, while on duty will be regulated by the District's Safety Policy ~~16.09-~~ **6.060**.

K. Uniforms

The District will provide uniforms and related apparel to its staff on an as needed basis. See District Operation Guideline ~~6.17~~ **4.020**

L. Health/Dental Insurance

The benefits offered under this section are subject to change. The District currently provides medical, vision, prescription, dental, and orthodontics plans for each full-time employee and their immediate family members. ~~For the purposes of this benefit, the District has determined that "full-time" means the employee is a non-seasonal, regular employee who regularly works at least 30 hours per week.~~

Immediate family, for the purpose of obtaining health insurance, shall include the following:

- a. An employee's children;
- b. An employee's spouse and/or spouse's children; or
- c. An employee's registered partner and/or children.

An employee shall immediately notify the Fire Chief of any change in status regarding self, spouse or dependents as this affects the provisions of all insurance programs. This is especially important in the case of marriage or divorce as there are legal requirements including providing the District with a copy of the marriage license/certificate or divorce decree. Failure to do so may result in discipline up to and including termination.

M. Sick Leave

Sick leave begins to accrue upon hiring and may be used once accrued.

1. Definition of Sickness

Sickness is an illness, injury, or health condition that prevents an employee from performing their assigned duties for the District. Sick leave may also be used while an employee is away from work for medical and dental appointments and to care for a sick or injured family member.

2. Notice of Sickness or Disability

An employee unable to report for work because of sickness or disability shall notify the employee's supervisor or the on-duty ~~Shift Captain~~ **Battalion Chief** as soon as possible prior to the beginning of their shift. If it is not possible to ~~telephone,~~ **call in,** notice should be given as promptly as available means of communications will permit. **soon as possible.**

No sick leave will be payable for any period of absence in which an employee has failed to give notice, without giving good cause for doing so. The Fire Chief or their designee may request

that the employee produce written documentation from a licensed physician verifying such sickness or disability. Generally, an employee will be asked to produce such written documentation if they are absent from work for more than 3 days (or 1 shift for 56 hour employees), but the District may ask for documentation at any time. If this is requested, it will be paid for by the District.

3. Oregon Family Leave Act (OFLA)

The District follows the Oregon Family Leave Act, which may be amended from time to time. Generally speaking, qualified employees who are on an approved OFLA Leave status are allowed to take up to 12 weeks of OFLA leave (utilizing existing vacation and sick leave balances prior to requesting unpaid OFLA leave). Employees are required to give written notice to the employer 30 days in advance of the leave unless the leave is taken for an emergency. To qualify for OFLA leave benefits for a serious health condition or sick child leave, ~~employee's~~ **employees** must have worked at least 180 calendar days and an average of 25 hours per week. To qualify for parental leave under OFLA, an employee must have been employed for at least 180 days. Other rules may apply. See Oregon Family Leave Act for specifics.

Generally, OFLA leave is offered for the following purposes:

- Birth, adoption or placement of a child (parental leave).
- To care for a family member with a serious health condition or the employee's own serious health condition (serious health condition leave).
- For a pregnancy disability or prenatal care (pregnancy disability leave).
- To care for a sick child who does not have a serious health condition, but requires home care (sick child leave).
- Please see the District's Admin staff or the Oregon Family Leave Act for specifics.

4. Paid Family Medical Leave

Paid Family Medical Leave (PFML) (Paid Leave Oregon (PLO) equivalent plan). The District will provide PFML for all qualified employees, picking up both the employer and the employee cost of the plan. PFML is a taxable fringe benefit with a maximum benefit of 12 weeks per year.

5. Sickness while on Vacation

Should an employee suffer from sickness or disability while on vacation, the employee shall notify the Fire Chief or their designee at the time of the sickness or disability and seek approval for the use of sick leave, if the employee wishes to use sick leave for the remainder of their scheduled vacation until returning to work.

6. Employee Responsibility

Misrepresentation **of the facts** by an employee **concerning** ~~of the facts with respect to~~ any sickness or disability leave shall subject that employee to discipline up to and including termination.

7. Accumulation of Sick Leave Benefit

District employees assigned to 40 hours per week, accumulate sick leave time at the rate of ~~10~~ **14** hours per full month. District employees assigned to 20 hours per week or more, accumulate sick leave at the rate of ~~5~~ **7** hours per month.

This benefit can be used in any hourly configuration necessary and has no maximum limit; the unused yearly total will carry forward from year to year. ~~If an employee leaves the District for any reason other than retirement, the employee's unused accumulated sick leave time will be forfeited.~~ An eligible retiring employee in Tier 1 or Tier 2 may choose to use this accumulated sick leave in calculating the employee's PERS retirement benefit. ~~but it is not payable by the District upon termination.~~ **Upon retirement or resignation, unused sick leave shall be reported to PERS as allowed by Statute and tier differential rules.**

8. Donation of Sick Leave

District employees in good standing who have no history of leave abuse or discipline based on improper use of leave can transfer a maximum of 72 hours of either vacation or sick leave time to a co-worker with an emergency that has exhausted all accumulated leave. The employee giving the time must maintain a minimum of 240 hours of accumulated leave. Leave donated shall be posted to both the contributor and benefactor's time account. An employee wishing to make a voluntary transfer must make a formal request to the Fire Chief or their designee, which the District may grant ~~or~~ deny at its sole discretion. No refunds of unused leave will be granted.

~~9. Wellness Incentive~~

~~A wellness bonus in the amount of \$200 shall be paid once per contract year, on the July paycheck if the employee has worked the preceding 12 months and has completed their annual fitness assessment within that time period. The employee is responsible for notifying the office manager of their eligibility on their July timecard.~~

~~The "Wellness Bonus" shall be paid the payroll month following June 30 in order to accurately reflect sick leave usage.~~

10. Pregnancy Accommodation

The District shall provide accommodations for pregnancy, as set forth in the Operational Policy 6.19.

N. Sick Time

~~Per the Oregon Sick Time Law effective January 1, 2016 employers with more than 10 employees are required to accrue sick time hours for their employees. A minimum of 1 hour of~~

sick time must be accrued for every 30 hours worked up to a maximum of 40 hours per year. The rate at which it is accrued may be established by the agency as long as it meets the minimums. Sick time must be given to part-time, seasonal, or relief hires that might not otherwise be eligible for the sick leave benefit outline in "Section M". The District has elected to award sick time at the same rate as sick leave outlined in Section M (6).

Comment [RMW6]: I don't really understand the purpose of this provision. Sick leave awarded needs to comply with the Oregon sick leave requirements. You don't need to call out the sick leave law if your sick leave accrual matches the legal requirements. The accumulation of sick leave provision already provides how sick leave is accrued.

O. Paid Holidays

Paid holidays are provided to full time, regular employees who regularly work at least 40 hours per week, and part-time employees who regularly work at least 20 hours per week.

Upon completion of the new full-time employees first full calendar month of employment they will be eligible for the following paid holiday benefit unless otherwise governed by the Union Contract.

The District recognizes 12 paid holidays. They are:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- The day after Thanksgiving
- Christmas Eve
- Christmas Day

1. Observance of Holidays

When a holiday falls on a Sunday, the Monday following will be observed as the holiday. When a holiday falls on Saturday, it will be observed on the preceding Friday.

2. Pay for Holidays

All holiday benefits will be paid for in the equivalent of 8 hours (40-hour employees) at the employee's regular (straight time) hourly rate.

P. Vacation

Non-represented personnel assigned to 40 hours per week shall accrue vacation time as follows:

<u>Months of Service</u>	<u>Monthly Accumulation</u>	<u>Maximum Accumulation</u>
1 to 60 months (to 5 years)	15 hours / month	240
61 to 120 months (up to 10 years)	17 hours / month	272
121 to 180 months (up to 15 years)	19 hours / month	304
181 to 240 months (up to 20 years)	22 hours / month	352
241 to 300 months (up to 25 years)	24 hours / month	384
301+ months (25+ years)	26 hours / month	416

* Non-represented personnel assigned to part-time 20 hours per week shall accrue vacation time at one-half the above rate.

Non-represented personnel (Division Chiefs) assigned to fifty-six (56 hours) per week shall accrue vacation time as follows:

<u>Months of Service</u>	<u>Monthly Accumulation</u>	<u>Maximum Accumulation</u>
1 to 60 months (up to 5 years)	24 hours / month	384
61 to 84 months (up to 7 years)	26 hours / month	416
85 to 108 months (up to 9 years)	28 hours / month	448
109 to 132 months (up to 11 years)	30 hours / month	480
133 to 156 months (up to 13 years)	32 hours / month	512
157 to 216 months (up to 18 years)	34 hours / month	544
217 to 300 months (up to 25 years)	36 hours / month	576
301+ months (25+ years)	38 hours / month	608

1. Vacation Leave Accrual

For purposes of determining the amount of vacation allowance to be granted, any time that an employee is off on paid sick leave shall be considered as time worked. Any unpaid sick leave or unpaid leave of absence shall not be considered as time worked and will not be used in computing earned vacation. However, leave of absence time spent in the military service is to be counted as time worked in determining years of service for the District.

Vacation time will be credited on the 1st day of each month.

2. Use of Vacation Time

An employee may take paid time off as vacation time if approved, accrued and available. All vacation time in excess of 8 hours must be requested in writing to the Fire Chief or their designee in advance for approval. The use of vacation or compensatory time of 8 hours or less may be scheduled with the employee's supervisor or the Fire Chief verbally. **Vacation requests shall be completed through the Crewsense program.** Vacation time may be used after completion of the employee's first full month of employment; the employee is limited to the amount of vacation time they have accumulated based on the appropriate schedule.

Vacation time will be subject to approval by the appropriate supervisor and is generally allowed on a first come first serve basis. However, if two employees request the same vacation period

off, and staffing levels require that only one can be gone during that time period, the decision will be based on the length of service each employee has completed with the District and the needs of the District.

An employee using vacation time will be paid at their regular rate of pay. ~~Each employee may carry a maximum of 40 hours of unused vacation time plus that year's accrued vacation forward from one benefit year to the next.~~ **Maximum vacation accumulation will be equal to 16 months of current rate of monthly accumulation.** An employee leaving the District will be paid any unused accumulated vacation time in addition to any wages due.

Maximum accrual rates above do not apply to Chief Officers. All Chief Officers may carry an unlimited amount of unused vacation time forward from one benefit year to the next. However, such Chief Officers who are leaving the District will be paid for such unused vacation hours up to a maximum of two times of the annual accrual rate.

Chief Officers who have provided written notice that they are retiring within five years will be paid a maximum of three times their annual vacation accruals, which will be payable upon retirement.

3. Vacation Time Sell Back

An employee may sell back vacation time to the District, however vacation sell back cannot be required by the District. The employee must request to sell back vacation time on their time cards in November ~~and/or July only.~~

Vacation sell back must be done as follows:

- All employees may sell back hours at their regular hourly rate of pay in an amount not to exceed **100 hours per year at the employee's current hourly rate.**
- An employee must maintain a minimum of ~~two months~~ **340 hours** of accrued time off (sick and vacation combined to be eligible for this benefit)
- A ~~Division Chief or the Fire Chief~~ **Chief Officer** may sell back hours at their regular hourly rate of pay in an amount not to exceed ~~\$5,000~~ **\$7,500** twice per year.

4. New Hire Employee Accrual Rate:

With the approval of the Board of Directors, newly hired officers with Fire Service experience may be brought in at a higher accrual step to recruit and be competitive in starting wages and benefits in the industry. This will be determined based on the candidate and the Fire Chief's recommendation.

Q. Life Insurance

The District will provide a 24 hour, seven days a week term Life/Accidental Death and Dismemberment insurance policy in the amount of ~~\$75,000~~ **\$100,000** for all regular full-time

employees. Employees will incur a cost based on age, to be deducted from their paycheck monthly, at a rate determined by the IRS for a group life insurance benefit of over \$50,000. The Life Insurance policy shall remain in effect when an employee is on an approved paid leave such as maternity leave, workers compensation or injury leave.

R. Retirement (PERS)

The District participates in the Public Employees Retirement System (PERS). An employee's designation as a Tier I, Tier II, or Oregon Public Service Retirement Plan (OPSRP) member will depend on prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law.

The District will pay both the employer's and the employee's portion of the PERS retirement contributions.

S. Deferred Compensation

Voluntary tax-deferred compensation plans are available to District employees. Additional information and regulations regarding these plans are available at the District's business office.

All Chief Officers may elect to receive a match from the Fire District to their deferred compensation contribution. The matching contribution from the Fire District will be up to ~~5~~ 6% of the employee's annual salary and will be awarded and administered as described below, plus the difference between \$250 and the ~~5~~ 6%, plus 125.00 per month that was originally awarded to the medical savings plan (see Section T).

Beginning July 1, 2020, so long as the employee is contributing to a 457(b) Deferred Compensation Plan offered by the District, the District shall pay a matching employer contribution to the employee's 457(b) Deferred Compensation Plan. District contributions will be provided (as described below) on behalf of the employee on a semi-monthly payroll basis.

The District contribution is provided based on years of continuous service under the following schedule:

- a. After completion of four (3) years of continuous service, an employee shall be eligible to receive a match of one percent (~~1%~~) 2 calculated on a monthly base salary.
- b. After completion of nine (9) years of continuous service, an employee shall be eligible to receive a match of two percent (~~2%~~) 3 calculated on a monthly base salary.
- c. After completion of fifteen (15) years of continuous service, an employee shall be eligible to receive a match of three percent (~~3%~~) 4 calculated on a monthly base salary.
- d. After completion of twenty (20) years of continuous service, an employee shall be eligible to receive a match of four percent (~~4%~~) 5 calculated on a monthly base salary.

T. Medical Savings Plan

All Chief Officers will receive a monthly contribution to their medical savings plan from the Fire District. Due to IRS guidelines the contribution amount will be \$250.00 to the HRA VEBA medical savings plan. The difference between \$250 and the 6%, plus \$125 per month as originally awarded will now be contributed to the employer match portion of deferred compensation.

U. Employee Assistance Plan

An employee assistance plan is provided to all District paid and volunteer personnel and their immediate families.

~~This is designed to help avoid possible personal issues, which may arise as a result of performing duties associated with emergency response services to the community, which they have dedicated themselves to serve.~~ Additional information and regulation regarding this plan are available at the District's business office.

V. Cafeteria Plan

A Cafeteria Plan is available to District employees, as allowed by the Internal Revenue Service. Additional information and regulations regarding this plan are available at the District's business office. An employee is required to be enrolled in the District's health plan to be eligible for the Cafeteria plan.

W. Employee Wage Schedule

A copy of the current employee wage schedule is available in the Fire District business office. The annual wage is used to establish monthly and hourly wage rates. This rate may vary depending on the employee's work assignment and/or tenure, even among two employees working within the same job classification.

X. Re-hired Employees

As provided for under Civil Service Rules for qualifying emergency response personnel and as may be approved by the Board of Directors for other District employees, as stated in Section B of this policy, employees who resign or otherwise leave employment with the District and are eligible for re-hire shall serve a new 12-month probationary period. In addition, upon leaving the District all accumulated benefit balances are removed from the District's books.

Upon qualifying employees return to District employment, that employee shall begin

accumulating benefits with a zero balance and at the same rate as any new employee based on their work assignment. The maximum length a previous employee is eligible to return to District employment under this provision is two years.

For the purposes of establishing a re-hired employee's wages, if they return within 12 months of leaving they will return at the same pay scale at which they left. If they return after 12 months, but prior to the 24 months, they will return at one pay scale below the level for the classification at which they left. Returning employees will also assume a new employment date based on their rehire date and which will also be used to establish seniority.

Y. Educational Incentive

1. Associate's Degree

An employee will received a wage incentive of ~~\$75~~150/month for an Associate's Degree in Fire Science or an Associate's Degree in Fire Prevention.

2. Bachelor's Degree

An employee will receive a wage incentive of ~~\$150~~300/month if they have both an Associate's Degree in Fire Science or Fire Prevention and a Bachelor's degree in Fire Service Administration or job-related field as determined by the Fire Chief.

Z. Longevity Incentive

The District recognizes the importance of retaining employees and the contribution to the organization they provide as senior members. Employees shall be eligible for the following longevity pay at each benchmark: ~~15~~ 10 years – ~~1%~~ 2% of the employee's current base salary, ~~20~~ 15 years – ~~2%~~ 3% of the employee's current base salary, ~~25~~ 20 years – ~~3%~~ 4% of the employee's current base salary, ~~25~~ 25 years – 6% of the employee's current base salary.

AA. Shift Commander Stipend

In lieu of overtime, the Shift Commander positions, shall receive a stipend equal to \$5,000 annually, payable in equal monthly installments, as compensation for attending meetings, training, etc. on their non-shift days.

BB. AA. Residency Requirement

In order to maintain a timely response in case of a prolonged incident, all District Chief Officers, ranked Division Chief or higher, shall maintain residency at not more than a 30-minute commuting distance of the District's main fire station. Non-represented, non-responder employees are exempt from a residency requirement.

APPROVED BY THE BOARD OF DIRECTORS

Board of Directors, President

Date

Revision/Review History:

Revision: 12/20/16

Revision: 06/20/17

Revision: 08/21/18

Revision: 11/16/21

Revision: 10/17/23

DRAFT



MEMORANDUM

To: Board of Directors
Thru: Ryan Russell, Fire Chief
From: Brian Butler, Operations Chief
Date: June 18th, 2024
Subject: First Reading – Policies

2.03 Grant Approval
3.03 HIPAA Compliance Plan
2.12 Use of Facilities by Outside Organizations
2.13 Use of Facilities by Fire District Personnel

Issue:

The above policies have been reviewed by staff. With the short duration between Board meetings, we picked four policies that did not need legal counsel review.

2.03 Grant Approval: Added language to include submitting for grants that have a short deadline and Board approval is impractical in the moment. It is common for staff to become aware of some grants late and having information available for the Board meeting is not possible. The language gives the Fire Chief some latitude to take advantage of grants that benefit the District.

3.03 HIPAA Compliance Plan: This policy was reviewed by Page, Wolfberg & Wirth, LLC who developed this policy and plan in 2003. They stated that the policy and plan, with a few minor corrections, meets HIPAA compliance.

2.12 Use of Facilities by Outside Organizations: This policy had a few minor corrections and, at one time, there was interest in added language regarding non-profits, so you will find that added to this policy.

2.13 Use of Facilities by Fire District Personnel: A few minor corrections to this policy

Staff Recommendation: Staff recommends that the Board of Directors review the attached policies and provide any feedback for changes or updates. Staff will implement those changes and bring back the policies for the second reading in June.

OPERATIONAL ADMINISTRATIVE POLICY

Number: 2.03 4.04
Effective: 03/16/10
Revised: 07/16/24

DIVISION: Administration

TITLE: Grant Approval Process

PURPOSE

To establish a policy for members to submit and gain approval for grants to support Keizer Fire District goals and objectives in a cost effective and beneficial method.

SCOPE

This policy shall apply to all District Members as outlined and described.

RESPONSIBILITY

It shall be the responsibility of all Fire District Members to follow this policy.

PROCEDURE OVERVIEW

This is an overview of the steps required for grant approval

- A. All grants are to be reviewed and approved by the Fire District Board of Directors before proceeding to the application phase.
 - 1. Prior to submission to the Board of Directors, grants will be submitted to the Fire Chief for review and approval **submission to the Board of Directors for approval.**
 - 2. The Fire Chief shall determine the feasibility of grants submitted to the Board of Directors for approval and approach the Board with a recommendation.
- B. **From time to time, grants may be discovered that close prior to the Board of Directors being able to approve the grant submission. The Fire Chief may approve the submission of the grant if less than \$15,000 of District funds are required and the grant fits within the budget. The Fire Chief will then submit a report to the Board of Directors for review.**

APPROVED BY THE BOARD OF DIRECTORS

Signature, Board of Directors

Date

OPERATIONAL ADMINISTRATIVE POLICY

Number: 2.12 9.02
Effective: 09/20/1988
Revised: 07/16/24 05/21/2002

Division: Facilities

Title: Use of Facilities by Outside Organizations

PURPOSE

To establish a ~~uniform~~ policy regarding the use of Fire District facilities by outside organizations.

SCOPE

This policy shall apply to all outside organizations and their guests who use the District's facilities.

RESPONSIBILITY

It shall be the responsibility of at least one representative, of the outside organization using the facility, to be familiar with this policy and to follow the terms and conditions listed.

A. Uses of the Facility

Use of the District's facilities by outside organizations is limited to Public Agencies and non-profits for the purposes of conducting meetings, seminars or other related activities.

Any outside organizations, who wish to use the District's facilities, must obtain approval for the use by submitting a completed "Facility Use Application". The application will be reviewed by District officials to determine availability and that the requested use is appropriate for the facility. A reservation for the facility does not guarantee that it will be available; all District activities will take priority over a request of an outside organization. If a scheduling conflict occurs, the District will attempt to provide the outside organization with 24 hours notice should the facility become unavailable.

Use of the facility is generally limited to the Community Room ~~and Board Room~~ between the hours of 8:00 am and 10:00 pm.

B. User Fees

The Keizer Fire District has developed the following fee schedule in order to recover costs associated with the use of the facility.

All day activity	(over 4 hours):	\$100.00
Half day activity	(4 hours or less):	\$ 75.00

* Set-up/preparation and or clean-up is counted as time required by the user

C. User Responsibility / Liability

The users of the District's facilities, as outlined in this policy, will be held financially responsible for any damage to the facility or any of its contents which occurred during the use by the outside organization.

No open flame or candles are permitted inside the facility unless enclosed in an approved chimney type candle holder.

No political campaigning is allowed on the property at any time.

The capacity of the Fire Station's meeting rooms is not to exceed the posted capacity for the section or sections being occupied.

The users of the facility may be asked to provide their own coffee, cups, napkins and other related supplies. If the user would like to utilize District audio / visual equipment, it must be arranged for and indicated on the submitted use application form.

Use of the District's facility should at no time interfere or interrupt Fire District operations, or its personnel. Tables and chairs are available for use in the facility. At no time shall tables, chairs, etc. be placed in such a way that a building exit would be blocked. The user, upon conclusion of the event, shall assure that all exterior meeting room doors have been closed and locked when leaving.

D. Alcohol / Tobacco Restrictions

The Keizer Fire District strictly prohibits the use of alcohol, **E-cigarettes, vape products** or tobacco, of any type, in Fire District facilities or vehicles. ~~The only designated tobacco use area is located outside the building.~~ **Users of the facility will comply with ORS 433.835-870 which prohibits smoking or vaping within 10 feet of entrances, exits, windows and air intakes of the**

building. It is the responsibility of the tobacco user to extinguish and / or properly dispose of any tobacco material prior to entering any Fire District building.

E. Parking

Parking is available to users of the facility at various locations of the property. There are approximately 35 spaces available for use by outside facility users. The parking spaces located on the east side of the main Fire Station building, are reserved for Keizer Fire District members and must remain open for emergency response to the Fire Station.

Your cooperation in using our facility is appreciated. By following these guidelines, you will make your use of this facility a pleasant one.

APPROVED BY THE BOARD OF DIRECTORS

Signed Copy on File

President, Board of Directors Date

Signed Copy on File

Reviewed by Legal Council Date

Review Revision History:
Revised: 05/21/02

OPERATIONAL ADMINISTRATIVE POLICY

Number: 2.13 9.03
Effective: 09/20/1988
Revised: 07/16/24 02/15/2000

Division: Facilities

Title: Use of Facilities by Fire District Personnel

PURPOSE

To establish a ~~uniform~~ policy regarding the use of Fire District facilities by Fire District employees, volunteers, and board members.

SCOPE

This policy shall apply to all above mentioned Fire District personnel and their guests who use the District's facility for personal use.

RESPONSIBILITY

It shall be the responsibility of all Fire District personnel using the facility, to be familiar with this policy and to follow the terms and conditions listed.

A. Uses of the Facility

The Keizer Fire District facilities may be utilized by active Volunteer Firefighters, Career staff, Keizer Fire District Board members and other District Personnel for personal use. Use of the facility must be requested in advance by submitting a "Facility Use **Application**" ~~application form~~.

A reservation for the facility does not guarantee that it will be available, all Fire District activities will take priority over a request for personal use. If a scheduling conflict occurs, the Fire District will attempt to provide 24 hours notice should the facility become unavailable.

Personal use of the facility is generally limited to the Community Room ~~and Board Room~~ between the hours of 8:00 am and 10:00 pm.

B. User Responsibility / Liability

The users of the District's facilities, as outlined in this policy, will be held financially responsible for any damage to the facility or any of its contents which occurred during the use.

No open flame or candles are permitted inside the facility unless enclosed in an approved chimney type candle holder.

No political campaigning is allowed on the property at any time.

Use of the facility for profit making or related activities is prohibited.

The capacity of the Fire Station's meeting rooms is not to exceed the posted capacity for the section or sections being occupied.

The users of the facility may be asked to provide their own coffee, cups, napkins and other related supplies. If the user would like to utilize District audio / visual equipment, it must be arranged for and indicated on the submitted use application form.

Use of the District's facility should at no time interfere or interrupt Fire District operations, or its personnel.

Tables and chairs are available for use in the facility. The set up and take down of these tables and chairs is the responsibility of the group using the facility. At no time shall tables, chairs, etc. be placed in such a way that a building exit would be blocked. At the conclusion of the use, the user is to return all tables, chairs, etc., to their original location, empty all trash cans used, dust and wet mop the floor if needed, and leave the kitchen area in the same condition which it was found. The user, upon conclusion of the event, shall assure that all exterior meeting room doors have been closed and locked when leaving.

C. Alcohol / Tobacco Restrictions

The Keizer Fire District strictly prohibits the use of alcohol, **E-cigarettes, vape products** or tobacco, of any type, in Fire District facilities or vehicles. ~~The only designated tobacco use area is located outside the building.~~ **Users of the facility will comply with ORS 433.835-870 which prohibits smoking or vaping within 10 feet of entrances, exits, windows and air intakes of the building.** It is the responsibility of the tobacco user to extinguish and / or properly dispose of any tobacco material prior to entering any Fire District building.

D. Parking

Parking is available to users of the facility at various locations of the property. ~~There~~ **There** are approximately 35 spaces available for use by outside facility users. The parking spaces located on the east side of the main Fire Station building, are reserved for Keizer Fire District members and must remain open for emergency response to the Fire Station.

Your cooperation in using our facility is appreciated. By following these guidelines, you will make your use of this facility a pleasant one.

APPROVED BY THE BOARD OF DIRECTORS

Signed Copy on File

President, Board of Director's Date

Signed Copy on File

Reviewed by Legal Council Date

Review/Revision History:

Revision: 02/15/00

OPERATIONAL ADMINISTRATIVE EMS POLICY

Number: ~~12.10~~ 3.03

Effective: 03/18/03

Revised: 07/16/24

DIVISION: Emergency Medical Services

TITLE: HIPAA Compliance Plan

PURPOSE

To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 established by the federal government to ensure the privacy and security of protected patient health information.

SCOPE

As the Keizer Fire District through its delivery of ambulance service and electronic filing of claims is a “covered entity” under the HIPAA regulations, all activities and response information containing identifiable patient information is covered under this plan. Under HIPAA, all employees, volunteers, students, and trainees are considered “staff members”.

RESPONSIBILITY

It is the responsibility of all District personnel (staff members) to comply with the requirements of this plan. Failure to do so could result in disciplinary action up to and including termination.

PROCEDURE

As required under HIPAA, the Keizer Fire District has appointed a Privacy Officer who has reviewed and modified as necessary the attached compliance plan that was developed by Page, Wolfberg & Wirth, LLC a leading EMS industry law firm. The attached plan components identify specific requirements, actions and forms necessary for compliance with these federal regulations.

It should be noted that compliance with these federally mandated regulations will significantly limit and in many cases prohibit the release of response information by the District to the media and public.

Attachment A: HIPAA Compliance Plan

APPROVED BY THE BOARD OF DIRECTORS

President, Board of Directors

Date

Keizer Fire District
List of Required and Beneficial Forms and Policies

Required Forms and Policies

Required Forms

These forms are generally required to comply with the various elements of the Privacy Rule:

- Notice of Privacy Practices

Required to provide the patient with a copy of this notice. The notice should be provided to the patient at the time of service or before. If you are unable to provide the notice at the time of service, as in an emergency call, you should provide the notice as soon as you reasonably can do so after the service is provided. This could include providing a copy of the notice in the patient's bill.

The sample notice with these forms may be reproduced in various formats. We recommend a tri-fold brochure (8 ½ x 11 paper) that has the first page summary of the notice as the front cover of the brochure.

- Acknowledgement of Receipt of Notice of Privacy Practices

Required, except in emergency situations, to obtain an acknowledgement of receipt of the Notice of Privacy Practices. There is no required form for the acknowledgement, and the acknowledgement may be included as part of the signature authorization form used for billing purposes.

- Authorization Form

The patient must provide written authorization for the use or disclosure of PHI that is not related to treatment, payment or operations. These situations will generally be few in number for the typical ambulance service, since most exchanges of PHI will be between the ambulance service, hospital, or other medical facility, and those disclosures are permitted without the need for a written authorization from the patient.

- Patient Accounting Log

You are required to maintain a log of the uses and disclosures of PHI that are not related to treatment, payment and operations. This log can be used when a patient requests an accounting of PHI disclosures.

- Patient Accounting Form

You are required to provide the patient with a list of disclosures and uses of PHI that were not related to treatment, payment or operations.

- List of Designated Privacy Officials

The Privacy Rule requires that you maintain a list of those responsible for compliance, including the designation of a privacy officer.

Required Policies

The following policies are generally required to comply with the administrative requirements of the Privacy Rule:

- Policy on Patient Access, Amendment and Request for Restriction on Use of Protected Health Information

In this policy, you should identify the classes of employees who may have access to the entire medical record, with justification for that access. Members of the classes of employees who have full access per the policy & procedure are free to use and disclose all information between and among each other as required for treatment purposes.

- Policy on Designated Record Sets

You need to identify what records are included as PHI that the patient may have access to. You are only required to provide access to the records that you identify as containing PHI. Medical, billing and other records used to make decisions about the patient must be included in the DRS.

- Policy on Confidentiality and Dissemination of Patient Information and Staff Verification

A policy of this type should be a required element of every HIPAA compliance program. It spells out staff expectations and obligations and provides for disciplinary action for violation of the privacy practices of the company.

- Policy on Security, Levels of Access and Limiting Disclosure and Use of PHI

This is another essential policy in a good HIPAA compliance program. The Privacy Rule focus is on limiting access and use of PHI to only the amount necessary for the individual staff member to complete his or her job. This is called “role based access” and this type of policy helps communicate the importance of being sensitive to the amount of PHI to which each staff member has access.

Beneficial Forms and Policies

Beneficial Forms

The following forms are highly beneficial to your HIPAA Compliance activities. Some of the forms deal with required areas where the Privacy Rule does not specify that a particular form must be used, but, nonetheless, a form may be most helpful to ensure compliance:

- Patient Request for Access Form

This allows you to keep track of access requests and to respond to those requests.

- Denial of Request for Access Form

This form allows you to provide the patient with the company’s denial of patient’s request for access to PHI.

- Request for Amendment of PHI Form

This form allows you to more smoothly process a patient’s request to amend PHI.

- **Acceptance of Request for Amendment of PHI Form**

This form allows you to document the acceptance of a patient's request for amendment so that you can properly keep track of those requests.

- **Denial of Request for Amendment Form**

This form allows you to properly deal with denials of a patient's request for amendment of PHI.

- **Patient Request for Restriction Form**

This form allows you to respond to a request from a patient to restrict your use and disclosure of PHI. It is generally recommended that ambulance providers deny these requests, given the nature of ambulance service and the fact that the Privacy Rule permits denial of these requests for whatever reason.

- **Password Authorization Form**

Although the HIPAA Security Rule is not yet finalized, under the Privacy Rule, covered entities must implement reasonable administrative safeguards to protect PHI from unnecessary use and disclosure. The use of passwords that are protected and changed regularly, helps ensure compliance with the Privacy Rule, and is also considered a basic element of security in the data processing field.

- **Procedure for Filing Complaints About Privacy Practices**

Since the Privacy Rule requires that a covered entity advise patients of their right to complain about privacy practices, this form helps ensure compliance with this requirement.

- **Log for Processing Complaints About Privacy Practices**

A record of complaints should be kept to help guide and direct HIPAA compliance activities, and this log, which should be kept by the designated privacy officer, should aid in this process.

- **Privacy Officer Job Description**

The Privacy Rule requires that a privacy officer be designated by a covered entity, and this job description helps to quantify the roles and responsibilities of the compliance officer.

- **Job Description Language for Compliance with Privacy Practices**

Every staff member, whether paid or volunteer, should comply with the privacy practices of the organization. This sample language can be added to existing position descriptions to indicate the importance of privacy and confidentiality for all staff members.

- **Privacy Training Record Form**

This form helps you keep track of the HIPAA compliance training, which is required under the Privacy Rule. Training records should be maintained for six years.

- **Sample Confidentiality Language for Vendors Who Are Not Business Associates**

Some vendors may not be business associates since they do not perform a function on your behalf which deals with PHI. This language may be used to incorporate privacy protection in ancillary vendor contracts not subject to the business associate requirements.

Beneficial Policies

The following policies are highly beneficial to your HIPAA Compliance activities. Some of the policies deal with required areas where the Privacy Rule does not specify that a policy be used, but, nonetheless, a policy may be most helpful to ensure compliance:

- **Policy on Use of Computer and Information Systems and Equipment**

An important aspect of HIPAA compliance in the ambulance industry deals with security of computer equipment, since the industry relies so heavily on computerization. It is important that fundamental aspects of computer security be in place at all times to ensure the protection and integrity of all PHI. This policy includes dealing with the use of remote

data entry devices, which has become a popular use of computerization in EMS.

- **Policy on Privacy Training**

Since the Privacy Rule mandates training of staff by all covered entities, this policy helps establish the importance of company focus on this essential HIPAA compliance activity.

- **Policy on Medical Records of Employees**

Certain employment records related to workers' compensation and other areas involving employees are not considered PHI, while records of employees who receive ambulance service from your organization are protected PHI. This policy deals with the distinction between the two.

**Keizer Fire District
Notice of Privacy Practices**

**IMPORTANT: THIS NOTICE DESCRIBES HOW MEDICAL
INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED
AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.**

As an essential part of our commitment to you, the Keizer Fire District maintains the privacy of certain confidential health care information about you, known as Protected Health Information or PHI. We are required by law to protect your health care information and to provide you with the attached Notice of Privacy Practices.

The Notice outlines our legal duties and privacy practices with respect to your PHI. It not only describes our privacy practices and your legal rights, but lets you know, among other things, how the Keizer Fire District is permitted to use and disclose PHI about you, how you can access and copy that information, how you may request amendment of that information, and how you may request restrictions on our use and disclosure of your PHI.

The Keizer Fire District is also required to abide by the terms of the version of this Notice currently in effect. In most situations we may use this information as described in this Notice without your permission, but there are some situations where we may use it only after we obtain your written authorization, if we are required by law to do so.

We respect your privacy, and treat all health care information about our patients with care under strict policies of confidentiality that all of our staff are committed to following at all times.

Please read the attached detailed notice. If you have any questions about it, please contact our Privacy Officer, EMS Billing Manager Jacqueline Sunderland at (503) 390-9111.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Purpose of this Notice: *The Keizer Fire District* is required by law to maintain the privacy of certain confidential health care information, known as Protected Health Information or PHI, and to provide you with a notice of our legal duties and privacy practices with respect to your PHI. This Notice describes your legal rights, advises you of our privacy practices, and lets you know how Keizer Fire District is permitted to use and disclose PHI about you.

The Keizer Fire District is also required to abide by the terms of the version of this Notice currently in effect. In most situations we may use this information as described in this Notice without your permission, but there are some situations where we may use it only after we obtain your written authorization, if we are required by law to do so.

Uses and Disclosures of PHI: The Keizer Fire District may use PHI for the purposes of treatment, payment, and health care operations, in most cases without your written permission. Examples of our use of your PHI:

For treatment. This includes such things as verbal and written information that we obtain about you and use pertaining to your medical condition and treatment provided to you by us and other medical personnel (including doctors and nurses who give orders to allow us to provide treatment to you). It also includes information we give to other health care personnel to whom we transfer your care and treatment, and includes transfer of PHI via radio or telephone to the hospital or dispatch center as well as providing the hospital with a copy of the written record we create in the course of providing you with treatment and transport.

For payment. This includes any activities we must undertake in order to get reimbursed for the services we provide to you, including such things as organizing your PHI and submitting bills to insurance companies (either directly or through a third party billing company), management of billed claims for services rendered, medical necessity determinations and reviews, utilization review, and collection of outstanding accounts.

For health care operations. This includes quality assurance activities, licensing, and training programs to ensure that our personnel meet our standards of care and follow established policies and procedures, obtaining legal and financial services, conducting business planning, processing grievances and complaints, creating reports that do not individually identify you for data collection purposes, fundraising, and certain marketing activities.

Fundraising. We may contact you when we are in the process of raising funds for the Keizer Fire District, or to provide you with information about our annual subscription membership program.

Reminders for Scheduled Transports and Information on Other Services. We may also contact you to provide you with a reminder of any scheduled appointments for non-emergency ambulance and medical transportation, or for other information about alternative services we provide or other health-related benefits and services that may be of interest to you.

Use and Disclosure of PHI Without Your Authorization. The Keizer Fire District is permitted to use PHI *without* your written authorization, or opportunity to object in certain situations, including:

- For Keizer Fire District's use in treating you or in obtaining payment for services provided to you or in other health care operations;
- For the treatment activities of another health care provider;
- To another health care provider or entity for the payment activities of the provider or entity that receives the information (such as your hospital or insurance company);
- To another health care provider (such as the hospital to which you are transported) for the health care operations activities of the entity that receives the information as long as the entity receiving the information has or has had a relationship with you and the PHI pertains to that relationship;
- For health care fraud and abuse detection or for activities related to compliance with the law;
- To a family member, other relative, or close personal friend or other individual involved in your care if we obtain your verbal agreement to do so or if we give you an opportunity to object to such a disclosure and you do not raise an objection. We may also disclose health information to your family, relatives, or friends if we infer from the circumstances that you would not object. For example, we may assume you agree to our disclosure of your personal health information to your spouse when your spouse has called the ambulance for you. In situations where you are not capable of objecting (because you are not present or due to your incapacity or medical emergency), we may, in our professional judgment, determine that a disclosure to your family member, relative, or friend is in your best interest. In that situation, we will disclose only health information relevant to that person's involvement in your care. For example, we may inform the person who accompanied you in the ambulance that you have certain symptoms and we may give that person an update on your vital signs and treatment that is being administered by our ambulance crew;
- To a public health authority in certain situations (such as reporting a birth, death or disease as required by law, as part of a public health investigation, to report child or adult abuse or neglect or domestic violence, to report adverse

events such as product defects, or to notify a person about exposure to a possible communicable disease as required by law;

- For health oversight activities including audits or government investigations, inspections, disciplinary proceedings, and other administrative or judicial actions undertaken by the government (or their contractors) by law to oversee the health care system;
- For judicial and administrative proceedings as required by a court or administrative order, or in some cases in response to a subpoena or other legal process;
- For law enforcement activities in limited situations, such as when there is a warrant for the request, or when the information is needed to locate a suspect or stop a crime;
- For military, national defense and security and other special government functions;
- To avert a serious threat to the health and safety of a person or the public at large;
- For workers' compensation purposes, and in compliance with workers' compensation laws;
- To coroners, medical examiners, and funeral directors for identifying a deceased person, determining cause of death, or carrying on their duties as authorized by law;
- If you are an organ donor, we may release health information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate organ donation and transplantation;
- For research projects, but this will be subject to strict oversight and approvals and health information will be released only when there is a minimal risk to your privacy and adequate safeguards are in place in accordance with the law;
- We may use or disclose health information about you in a way that does not personally identify you or reveal who you are.

Any other use or disclosure of PHI, other than those listed above will only be made with your written authorization, (the authorization must specifically identify the information we seek to use or disclose, as well as when and how we seek to use or disclose it). **You may revoke your authorization at any time, in writing, except to the extent that we have already used or disclosed medical information in reliance on that authorization.**

Patient Rights: As a patient, you have a number of rights with respect to the protection of your PHI, including:

The right to access, copy or inspect your PHI. This means you may come to our offices and inspect and copy most of the medical information about you that we maintain. We will normally provide you with access to this information within 30 days of your request. We may also charge you a reasonable fee for you to copy any medical

information that you have the right to access. In limited circumstances, we may deny you access to your medical information, and you may appeal certain types of denials.

We have available forms to request access to your PHI and we will provide a written response if we deny you access and let you know your appeal rights. If you wish to inspect and copy your medical information, you should contact the privacy officer listed at the end of this Notice.

The right to amend your PHI. You have the right to ask us to amend written medical information that we may have about you. We will generally amend your information within 60 days of your request and will notify you when we have amended the information. We are permitted by law to deny your request to amend your medical information only in certain circumstances, like when we believe the information you have asked us to amend is correct. If you wish to request that we amend the medical information that we have about you, you should contact the privacy officer listed at the end of this Notice.

The right to request an accounting of our use and disclosure of your PHI. You may request an accounting from us of certain disclosures of your medical information that we have made in the last six years prior to the date of your request. We are not required to give you an accounting of information we have used or disclosed for purposes of treatment, payment or health care operations, or when we share your health information with our business associates, like our billing company or a medical facility from/to which we have transported you.

We are also not required to give you an accounting of our uses of protected health information for which you have already given us written authorization. If you wish to request an accounting of the medical information about you that we have used or disclosed that is not exempted from the accounting requirement, you should contact the privacy officer listed at the end of this Notice.

The right to request that we restrict the uses and disclosures of your PHI. You have the right to request that we restrict how we use and disclose your medical information that we have about you for treatment, payment or health care operations, or to restrict the information that is provided to family, friends and other individuals involved in your health care. But if you request a restriction and the information you asked us to restrict is needed to provide you with emergency treatment, then we may use the PHI or disclose the PHI to a health care provider to provide you with emergency treatment. The Keizer Fire District is not required to agree to any restrictions you request, but any restrictions agreed to by the Keizer Fire District are binding on the Keizer Fire District.

Internet, Electronic Mail, and the Right to Obtain Copy of Paper Notice on Request. If we maintain a web site, we will prominently post a copy of this Notice on our web site and make the Notice available electronically through the web site. If you allow us,

we will forward you this Notice by electronic mail instead of on paper and you may always request a paper copy of the Notice.

Revisions to the Notice: Keizer Fire District reserves the right to change the terms of this Notice at any time, and the changes will be effective immediately and will apply to all protected health information that we maintain. Any material changes to the Notice will be promptly posted in our facilities and posted to our web site, if we maintain one. You can get a copy of the latest version of this Notice by contacting the Privacy Officer identified below.

Your Legal Rights and Complaints: You also have the right to complain to us, or to the Secretary of the United States Department of Health and Human Services if you believe your privacy rights have been violated. You will not be retaliated against in any way for filing a complaint with us or to the government. Should you have any questions, comments or complaints you may direct all inquiries to the privacy officer listed at the end of this Notice. Individuals will not be retaliated against for filing a complaint.

If you have any questions or if you wish to file a complaint or exercise any rights listed in this Notice, please contact:

EMS Billing Manager Jacqueline Sunderland
Privacy Officer
Keizer Fire District
661 Chemawa Road NE
Keizer, Oregon 97303
(503) 390-9111

Effective Date of the Notice: [INSERT DATE WHEN NOTICE IS FIRST IN EFFECT, WHICH MAY NOT BE EARLIER THAN THE DATE THE NOTICE IS ACTUALLY PRINTED OR OTHERWISE PUBLISHED]

**Keizer Fire District
Acknowledgment of Receipt of Notice of Privacy Practices**

[NOTE: YOU NEED ONLY HAVE THE PATIENT SIGN EITHER THE LOG SHEET, THE SEPARATE NOTICE, OR THE ASSIGNMENT OF BENEFITS FORM WHICH CONTAINS THE ACKNOWLEDGEMENT.]

I hereby acknowledge that I have been provided with a copy of Keizer Fire District's Notice of Privacy Practices on this date.

Date

Signature

PRINT NAME OF PATIENT

Street Address

City, State and Zip Code

Keizer Fire District
Assignment of Benefits Authorization, Responsibility for Payment and
Acknowledgement of Receipt of Notice of Privacy Practices

[NOTE: YOU NEED ONLY HAVE THE PATIENT SIGN EITHER THE LOG SHEET, THE SEPARATE NOTICE, OR THE ASSIGNMENT OF BENEFITS FORM WHICH CONTAINS THE ACKNOWLEDGEMENT.]

BILLING AUTHORIZATION, RESPONSIBILITY FOR PAYMENT
AND RECEIPT OF NOTICE OF PRIVACY RIGHTS

I understand that I am financially responsible for the services provided to me by Keizer Fire District ("KFD") regardless of insurance coverage. I request that payment of authorized Medicare or other insurance benefits be made on my behalf to KFD for any services provided to me by KFD. I authorize and direct any holder of medical information or documentation about me to release to the Centers for Medicare and Medicaid Services and its carriers and agents, as well as to KFD and its billing agents and any other payers or insurers, any information or documentation needed to determine these benefits or benefits payable for any services provided to me by KFD, now or in the future. I agree to immediately remit to KFD any payments that I receive directly from any source for the services provided to me and I assign all rights to such payments to Keizer Fire District.

I also acknowledge that I have received a copy of the Keizer Fire District Notice of Privacy Practices. A copy of this form is as valid as the original.

_____ Date: _____
Patient Signature

_____ Relationship to Patient
Patient Representative's Signature

Patient unable to sign because:

Keizer Fire District
OPTIONAL Consent Form
Patient Consent to Use or Disclose Protected Health Information

[NOTE: This form is OPTIONAL and NOT REQUIRED by federal law. Check your state laws to determine if a specific consent form is required. We recommend that you NOT use this OPTIONAL consent form if you are not required to by a more stringent state privacy law.]

This Consent Form is designed to make sure you are aware of the way in which Keizer Fire District may use or disclose to others your Protected Health Information, or PHI, for treatment, payment and health care operations. By signing this consent form, you have consented to allow Keizer to use or disclose your PHI as more fully described in the "Keizer Fire District Notice of Privacy Practices" (or "Privacy Notice" for short), which you should have received from us. Please review this Privacy Notice carefully.

Your Health Information Is Confidential and Protected by Us. Most health information we have about you, the health care services we provide to you, and information we use to obtain payment for our services is considered confidential and is protected by Keizer Fire District in accordance with the law. Keizer Fire District will not consider any use or disclosure of PHI not specifically mentioned in our Privacy Notice as an authorized use or disclosure unless Keizer Fire District has already obtained the required written consent from you.

We May Use and Disclose Your Health Information With Specific Safeguards in Place. The law permits Keizer Fire District to use and disclose PHI about you for treatment, payment and health care operations and in other situations that you specifically authorize in writing. Our Privacy Notice provides you with important information on the type of uses and disclosures of your health information that Keizer Fire District obtains or uses.

You have a right to request a copy of our Privacy Notice and to review it before signing this Consent Form. Our Privacy Notice and privacy policies are subject to change and are effective as of the date indicated on the bottom of the current version of the Privacy Notice. If Keizer Fire District changes its privacy policies, you may obtain a revised version of the Notice by contacting:

EMS Billing Manager Jacqueline Sunderland
Privacy Officer
Keizer Fire District
661 Chemawa Road NE
Keizer, Oregon 97303
(503) 390-9111

Your Right to Request Restrictions on Our Use of PHI. You also have the right to request that we restrict the uses or disclosures of your PHI by Keizer Fire District at any time. Keizer Fire District is not required to agree to any restrictions you request; however, any restrictions agreed to by Keizer Fire District are binding on us.

You also have the right to revoke your consent, in writing, at any time, except to the extent that Keizer Fire District has already relied on your consent.

* * *

By signing this Consent Form, I acknowledge that I have received a copy of the Keizer Fire District Notice of Privacy Practices. I understand my privacy rights concerning protected health information (PHI) about me and I agree to consent fully to the uses and disclosures of PHI by Keizer Fire District as outlined above and as more fully described in the "Keizer Fire District Notice of Privacy Practices."

Patient Signature: _____ *Date:* _____

KEIZER FIRE DISTRICT

Policy on Patient Access, Amendment and Restriction on Use of Protected Health Information

Purpose:

Under the HIPAA Privacy Rule, individuals have the right to access and to request amendment or restriction on the use of their protected health information, or PHI, and restrictions on its use that is maintained in "designated record sets," or DRS. (See policy on Designated Record Sets).

To ensure that the Keizer Fire District only releases the PHI that is covered under the Privacy Rule, this policy outlines procedures for requests for patient access, amendment, and restriction on the use of PHI.

This policy also establishes the procedure by which patients or appropriate requestors may access PHI, request amendment to PHI, and request a restriction on the use of PHI.

Policy

Only information contained in the DRS outlined in this policy is to be provided to patients who request access, amendment and restriction on the use of their PHI in accordance with the Privacy Rule and the Privacy Practices of the Keizer Fire District.

Procedure

Patient Access:

1. Upon presentation to the business office, the patient or appropriate representative will complete a Request for Access Form.
2. The patient's identity or if the requestor is not the patient, the name of the individual and reason the request is being made by this individual. The use of a driver's license, social security card, or other form of government-issued identification is acceptable for this purpose.
3. The completed form will be presented to the Privacy Officer for action.

KEIZER FIRE DISTRICT

Policy on Patient Access, Amendment and Restriction on Use of Protected Health Information

Purpose:

Under the HIPAA Privacy Rule, individuals have the right to access and to request amendment or restriction on the use of their protected health information, or PHI, and restrictions on its use that is maintained in "designated record sets," or DRS. (See policy on Designated Record Sets).

To ensure that the Keizer Fire District only releases the PHI that is covered under the Privacy Rule, this policy outlines procedures for requests for patient access, amendment, and restriction on the use of PHI.

This policy also establishes the procedure by which patients or appropriate requestors may access PHI, request amendment to PHI, and request a restriction on the use of PHI.

Policy

Only information contained in the DRS outlined in this policy is to be provided to patients who request access, amendment and restriction on the use of their PHI in accordance with the Privacy Rule and the Privacy Practices of the Keizer Fire District.

Procedure

Patient Access:

4. Upon presentation to the business office, the patient or appropriate representative will complete a Request for Access Form.
5. The patient's identity or if the requestor is not the patient, the name of the individual and reason the request is being made by this individual. The use of a driver's license, social security card, or other form of government-issued identification is acceptable for this purpose.
6. The completed form will be presented to the Privacy Officer for action.

- a. If the protected health information makes reference to another person (other than a health care provider) and a licensed health professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to cause substantial harm to that person;
 - b. If the request for access is made by a requestor as a personal representative of the individual about whom the requestor is requesting the information, and a licensed health professional has determined, in the exercise of professional judgment, that access by you is reasonably likely to cause harm to the individual or another person.
 - c. If the denial of the request for access to PHI is for reasons a, b, or c, then the patient may request a review of the denial of access by sending a written request to the Privacy Officer.
 - d. The District will designate a licensed health professional, who was not directly involved in the denial, to review the decision to deny the patient access. The District will promptly refer the request to this designated review official. The review official will determine within a reasonable period of time whether the denial is appropriate. The District will provide the patient with written notice of the determination of the designated reviewing official.
 - e. The patient may also file a complaint in accordance with the Procedure for Filing Complaints About Privacy Practices if the patient is not satisfied with the District's determination.
7. Access to the actual files or computers that contain the DRS that may be accessed by the patient or requestor should not be permitted. Rather, copies of the records should be provided for the patient or requestor to view in a confidential area under the direct supervision of a designated District staff member. **UNDER NO CIRCUMSTANCES SHOULD ORIGINALS OF PHI LEAVE THE PREMISES.**
8. If the patient or requestor would like to retain copies of the DRS provided, then the District may charge a reasonable fee for the costs of reproduction.

9. Whenever a patient or requestor accesses a DRS, a note should be maintained in a log book indicating the time and date of the request, the date access was provided, what specific records were provided for review, and what copies were left with the patient or requestor.
10. Following a request for access to PHI, a patient or requestor may request an amendment to his or her PHI, and request restriction on its use in some circumstances.

Requests for Amendment to PHI

11. The patient or appropriate requestor may only request amendment to PHI contained in the DRS. The "Request for Amendment of PHI" Form must be accompanied with any request for amendment.
12. The District must act upon a Request for Amendment within 60 days of the request. If the District is unable to act upon the request within 60 days, it must provide the requestor with a written statement of the reasons for the delay, and in that case may extend the time period in which to comply by an additional 30 days.

Granting Requests for Amendment

13. All requests for amendment must be forwarded immediately to the Privacy Officer for review.
14. If the Privacy Officer grants the request for amendment, then the requestor will receive a letter indicating that the appropriate amendment to the PHI or record that was the subject of the request has been made.
15. There must be written permission provided by the patient so that that the District may notify the persons with which the amendments need to be shared. The District must provide the amended information to those individuals identified by having received the PHI that has been amended as well as those persons or business associates that have such information and who may have relied on or could be reasonably expected to rely on the amended PHI.

16. The patient must identify individuals who may need the amended PHI and sign the statement in the Request for Amendment form giving the District permission to provide them with the updated PHI.
17. The District will add the request for amendment, the denial or granting of the request, as well as any statement of disagreement by the patient and any rebuttal statement by the District to the designated record set.

Denial of Requests for Amendment

18. The District may deny a request to amend PHI for the following reasons: 1) If the Company did not create the PHI at issue; 2) if the information is not part of the DRS; or 3) the information is accurate and complete.
19. The District must provide a written denial, and the denial must be written in plain language and state the reason for the denial; the individual's right to submit a statement disagreeing with the denial and how the individual may file such a statement; a statement that, if the individual does not submit a statement of disagreement, the individual may request that the provider provide the request for amendment and the denial with any future disclosures of the PHI; and a description of how the individual may file a complaint with the covered entity, including the name and telephone number of an appropriate contact person, or to the Secretary of Health and Human Services.
20. If the individual submits a "statement of disagreement," the provider may prepare a written rebuttal statement to the patient's statement of disagreement. The statement of disagreement will be appended to the PHI, or at the District's option, a summary of the disagreement will be appended, along with the rebuttal statement of the District.
21. If the District receives a notice from another covered entity, such as a hospital, that it has amended its own PHI in relation to a particular patient, the ambulance service must amend its own PHI that may be affected by the amendments.

Requests for Restriction

22. The patient may request a restriction on the use and disclosure of their PHI.
23. The District is not required to agree to any restriction, and given the emergent nature of our operation, we generally will not agree to a restriction.
24. ALL REQUESTS FOR RESTRICTION ON USE AND DISCLOSURE OF PHI MUST BE SUBMITTED IN WRITING ON THE APPROVED DISTRICT FORM. ALL REQUESTS WILL BE REVIEWED AND DENIED OR APPROVED BY THE PRIVACY OFFICER.
25. If the District agrees to a restriction, we may not use or disclosed PHI in violation of the agreed upon restriction, except that if the individual who requested the restriction is in need of emergency service, and the restricted PHI is needed to provide the emergency service, the District may use the restricted PHI or may disclose such PHI to another health care provider to provide treatment to the individual.
26. The agreement to restrict PHI will be documented to ensure that the restriction is followed.
27. A restriction may be terminated if the individual agrees to or requests the termination. Oral agreements to terminate restrictions must be documented. A current restriction may also be terminated by the District as long as the District notifies the patient that PHI created or received after the restriction is removed is no longer restriction. PHI that was restricted prior to the District voiding the restriction must continue to be treated as restricted PHI.

Keizer Fire District
Policy on Procedure for Request for Amendment to Protected Health Information

Purpose

To provide consistent guidelines for Keizer Fire District staff so that they may assist a patient in amending the protected health information (PHI) of their patient care record in accordance with their rights under the federal Privacy Regulations.

Policy

An individual has the right to amend his/her patient care records, as long as their protected health information is maintained by Keizer Fire District, except in the following circumstances:

- The originator of the record is no longer available.
- The information the patient is requesting to amend was not created by the Keizer Fire District
- The information is not part of the patient care record
- The information is accurate and complete

The information would not be available for inspection as provided by law, and therefore KFD is not required to consider an amendment. This exception applies to information compiled in anticipation of a legal proceeding

- Information received from someone else under a promise of confidentiality

Procedure

1. Confirm the identity of requestor or legal representative. If the requestor is legal representative, ask for legal proof of their representative status;
2. The patient must fill out the Request for Amendment of Health Information form completely;
3. The District, with the assistance of legal counsel, will act on the request for amendment within 60 days of the request;
4. If the District agrees with the amendment,

- a. Then the record will be amended;
- b. The District will then notify the individual of the agreement to amend the record;
- c. Copies of the amended record will be provided to our business associates, facilities to or from which we have transported the patient, and others involved in the patient's treatment.

5. If the District denies the request for amendment,

- a. Then the individual that requested the amendment will be notified of the denial, and the reason for the denial in writing;
- b. A statement will be given to the individual that he/she may submit a short written statement disagreeing with the denial, and how the individual may file such a statement;
- c. A statement will be given to that individual that he/she may, if they do not wish to submit a statement of disagreement, that they may request that the Request for Amendment and the denial become a permanent part of their medical record;
- d. A statement that the individual may complain to the Privacy Officer of the District at (503) 390-9111, or to the federal agency that oversees enforcement of the federal Privacy Rule, the Department of Health and Human Services;

6. All documentation pertaining to the request for amendment will be kept in the medical record.

Keizer Fire District Policy on Designated Record Sets

Purpose

To ensure that Keizer Fire District releases Protected Health Information (PHI) in accordance with the Privacy Rule, this policy establishes a definition of what information should be accessible to patients as part of the DRS, and outlines procedures for requests for patient access, amendment, and restriction on the use of PHI.

Under the Privacy Rule, the DRS includes medical records that are created or used by the District to make decisions about the patient.

Policy

The DRS should only include HIPAA covered PHI, and should not include information used for the operational purposes of the organization, such as quality assurance data, accident reports, and incident reports. The type of information that should be included in the DRS is medical records and billing records.

Procedure

The Designated Record Set

1. The DRS for any requests for access to PHI includes the following records:
 - a. The patient care report or PCR created by EMS field personnel (this includes any photographs, monitor strips, Physician Certification Statements, Refusal of Care forms, or other source data that is incorporated and/or attached to the PCR.
 - b. The electronic claims records or other paper records of submission of actual claims to Medicare or other insurance companies.
 - c. Any patient-specific claim information, including responses from insurance payers, such as remittance advice statements, Explanation of Medicare Benefits (EOMBs), charge screens,

patient account statements, and signature authorization and agreement to pay documents.

- d. Medicare Advance Beneficiary Notices, Notices from insurance companies indicating coverage determinations, documentation submitted by the patient, and copies of the patient's insurance card or policy coverage summary, that relate directly to the care of the patient.
 - e. Amendments to PHI, or statements of disagreement by the patient requesting the amendment when PHI is not amended upon request, or an accurate summary of the statement of disagreement.
2. The DRS also include copies of records created by other service providers and other health care providers such as first responder units, assisting ambulance services, air medical services, nursing homes, hospitals, police departments, coroner's office, etc., that are used by the District as part of treatment and payment purposes related to the patient.

**Keizer Fire District
Patient Request for Access Form**

Patient Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Social Security No.: _____

Last Date of Service: _____

Patient Rights: As a patient, you have the right to access, copy or inspect your protected health information, or PHI, in accordance with federal law. You may also have the right to request an amendment to your PHI, or request that we restrict the use and disclosure of it. These rights are further described in our Notice of Privacy Practices and in other policies which you may have upon request.

To better allow us to process your request, please indicate the type of request you are making on this form: [check all that apply]

_____ Access to simply review my health information.

_____ Access to obtain copies of my health information.

_____ Access to review and potentially request amendment of my health information.

_____ Access to review and potentially request an accounting of how my PHI has been used and disclosed to others.

_____ Access to review and potentially request restrictions on the use and disclosure of my health information.

Signature _____ Request Date _____

Keizer Fire District
Denial of Request for Access to Protected Health Information

Dear [INSERT REQUESTOR'S NAME]:

We have carefully reviewed your request to have access to certain protected health information (PHI) that the Keizer Fire District has in its possession about you. Unfortunately, we are unable to grant your request for access to this information.

The basis for this denial is that:

1. _____ The information you requested was compiled in reasonable anticipation of, or use in, a civil, criminal or administrative action or proceeding;
2. _____ The information you requested was obtained from someone other than a health care provider under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

The denials for reasons #1 or #2 are final and you may not appeal the decision to deny access to the information.

3. _____ A licensed health care professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to endanger the life or physical safety of the individual or another person;
4. _____ The protected health information makes reference to another person (other than a health care provider) and a licensed health professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to cause substantial harm to that person;
5. _____ The request for access is made by you as a personal representative of the individual about whom you are requesting the information, and a licensed health professional has determined, in the exercise of professional judgment, that access by you is reasonably likely to cause harm to the individual or another person.

Denials of access for reasons #3, #4, or #5 may be reviewed in accordance with the review procedures described below.

Review Procedures

If the denial of your request for access to PHI is for reasons #3, 4 or 5, you may request a review of the denial of access by sending a written request to:

EMS Billing Officer Jacqueline Sunderland
Privacy Officer
Keizer Fire District
661 Chemawa Road NE
Keizer, Oregon 97303

We will designate a licensed health professional, who was not directly involved in the denial, to review the decision to deny you access. We will promptly refer your request to this designated review official. The review official will determine within a reasonable period of time whether the denial is appropriate. We will provide you with written notice of the determination of the designated review official.

You may also file a complaint in accordance with our enclosed complaint procedures (available upon request) if you are not satisfied with our determination.

Sincerely,

EMS Billing Manager Jacqueline Sunderland
Privacy Officer
Keizer Fire District

[NOTE: Generally, you must respond to requests for access to PHI within 30 days of your receipt of the access request, unless the designated record set is not maintained at your facility, in which case the response period may be extended to 60 days. If you are unable to respond to the request within the initial 30-day time frame, you must provide a written notice to the requester, no later than the initial due date for a response, explaining why you cannot respond within the time frame and in that case you may extend the response time by an additional 30 days]

**Keizer Fire District
Request for Amendment of Protected Health Information**

Patient Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Information to Amend:

Please check the field that represents the type of information you would like to amend.

<input type="checkbox"/> Name	<input type="checkbox"/> Marital Status
<input type="checkbox"/> Billing Address	<input type="checkbox"/> Surrogate Decision Maker
<input type="checkbox"/> Mailing Address	<input type="checkbox"/> Organ Donor
<input type="checkbox"/> Current Medical Condition	<input type="checkbox"/> Other: Please describe
<input type="checkbox"/> Past Medical History	_____
<input type="checkbox"/> Current Medications	_____
<input type="checkbox"/> Allergies	_____

Please specifically describe what information you wanted amended. Please ONLY list the new information. Attach a separate sheet if necessary.

The Keizer Fire District, in its capacity as a health care provider, is entitled to perform and bill for services based on all protected health information in its current form or upon which it has already relied until such time as the amended information becomes effective. The Keizer Fire District is not required to accept your request for amendment and will notify you in writing as to the decision on your request.

Your signature below indicates that you have agreed to accept these terms as they have been listed and to provide payment, if required, to the Keizer Fire District based on existing protected information until such time that the amendments you have made are effective.

Patient Signature: _____ Date: _____

[NOTE: Generally, you must respond to requests for amendments to PHI within 60 days of your receipt of the amendment request. If you are unable to respond to the request within 60 days, you may extend your decision period for an additional 30 days, provided that you furnish a written notice to the requester, explaining the reasons for the delay and the date by which you will take action on the request]

Keizer Fire District
Acceptance of Request for Amendment of Protected Health Information

Dear [INSERT NAME OF REQUESTOR]:

We have reviewed your request for amendment to the protected health information (PHI) of [INSERT NAME OF PATIENT]. Please be advised that we have made the appropriate amendment to the PHI or record that was the subject of your request.

We are now requesting that you grant us permission to allow us to notify the persons with which the amendments need to be shared. We will provide to those individuals you identify to us as having received the PHI that has been amended as well as those persons or business associates that have such information and who may have relied on or could be reasonably expected to rely on the amended PHI.

Identify to us any individuals you know of who may need the amended PHI about you and sign the statement below giving us permission to provide them with the updated PHI.

If you have any questions, please contact [INSERT NAME, TITLE, ADDRESS AND PHONE NUMBER]

Sincerely,

ABC Ambulance

By my signature below, I hereby agree to allow the Keizer Fire District to provide amended PHI that it may have about me to the following persons, and to others who the Keizer Fire District has identified as having a need for such information, provided such information is furnished in accordance with federal law.

Contact information for persons I know need the amended PHI about me:

Date

Signature

Keizer Fire District
Denial of Request for Amendment to Protected Health Information

Dear [INSERT NAME OF REQUESTOR]:

We have reviewed your request for amendment to the protected health information (PHI) of [INSERT NAME OF PATIENT]. Please be advised that we must deny your request to amend this information at this time.

The basis for this denial is:

[NOTE: YOU MUST GIVE A PLAIN LANGUAGE REASON FOR THE DENIAL. YOU MAY DENY THE REQUEST FOR AMENDMENT IF: 1) YOU DID NOT CREATE THE PHI AT ISSUE, 2) THE INFORMATION IS NOT PART OF A DESIGNATED RECORD SET, OR 3) THE INFORMATION IS ACCURATE AND COMPLETE]

You have the right to submit a written statement to us if you disagree with our denial of your request. You may file your statement directly to our privacy officer, EMS Billing Manager Jacqueline Sunderland at the address listed above.

If you do not submit a statement disagreeing with our decision to deny your amendment request, you may request that we provide your initial request for amendment, and a copy of our denial of your request with any future disclosures of the protected health information (PHI) that was the subject of your request for denial.

You also have the right to file a complaint with us or with the federal government if you disagree with our decision to deny your request to amend your PHI. We have enclosed a copy of our Complaint Procedure, which outlines the steps you need to take to file either a complaint with us, or a complaint with the federal government.

Sincerely,

EMS Billing Manager Jacqueline Sunderland
Privacy Officer
Keizer Fire District

**Keizer Fire District
Patient Accounting Form**

Patient Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Social Security No.: _____

Patient Rights: As a patient, you have the right to access, copy or inspect your PHI, amend your PHI, request an accounting of certain uses and disclosures of PHI for the last six (6) years, prior to the date of the request, from the Keizer Fire District. **NOTE: The Keizer Fire District is not required to provide you with an accounting of uses and disclosures associated with your treatment and transport, or for billing, payment or health care operations.**

Signature _____ Request Date _____

List of Uses and Disclosures

Date of Disclosure	Name/Address of Recipient	Purpose and Brief Description of Disclosure	PHI Disclosed

[NOTE: You must account for disclosures (other than those for treatment, payment and operations) of PHI made not only by your ambulance service, but by your ambulance service's business associates. You must provide the accounting within 60 days of the request, with an extension of an additional 30 days if you describe the reason for the delay in writing.]

KEIZER FIRE DISTRICT
Accounting Log for Disclosures of Protected Health Information

DATE OF DISCLOSURE	PATIENT NAME	REQUESTOR NAME/COMPANY/TITLE	PURPOSE OF DISCLOSURE	PHI REQUESTED (DESCRIBE)	AUTHORIZATION FROM PATIENT?	PHI DISCLOSED (DESCRIBE)	PRIVACY OFFICER REVIEW

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**Keizer Fire District
Patient Request for Restriction Form**

Patient Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Social Security No.: _____

Patient Rights: As a patient, you have the right to request restrictions to the uses and disclosures of your PHI. **The Keizer Fire District is not required to agree to any restrictions requested by the patient, however any restrictions agreed to by the Keizer Fire District are binding on the District.**

Please indicate your request for restricted uses and disclosures of your PHI.

Signature _____ *Date* _____

FOR AMBULANCE SERVICE USE ONLY

DATE REC'D _____

REQUEST ACCEPTED _____

REQUEST DENIED _____

DATE _____

REVIEWING OFFICIAL _____

NOTICE TO PT _____

COMMENTS: _____

Keizer Fire District
Policy on Confidentiality and Dissemination of Patient Information and
Staff Member Verification

Given the nature of our work, it is imperative that we maintain the confidence of patient information that we receive in the course of our work. The Keizer Fire District prohibits the release of any patient information to anyone outside the organization unless required for purposes of treatment, payment, or health care operations, and discussions of Protected Health Information (PHI) within the organization should be limited. Acceptable uses of PHI within the organization include, but are not limited to, exchange of patient information needed for the treatment of the patient, billing, and other essential health care operations, peer review, internal audits, and quality assurance activities.

I understand that the Keizer Fire District provides services to patients that are private and confidential and that I am a crucial step in respecting the privacy rights of the Keizer Fire District's patients. I understand that it is necessary, in the rendering of Keizer Fire District services, that patients provide personal information and that such information may exist in a variety of forms such as electronic, oral, written or photographic and that all such information is strictly confidential and protected by federal and state laws.

I agree that I will comply with all confidentiality policies and procedures set in place by the Keizer Fire District during my entire employment or association with the Keizer Fire District. If I, at any time, knowingly or inadvertently breach the patient confidentiality policies and procedures, I agree to notify the Privacy Officer of the Keizer Fire District immediately. In addition, I understand that a breach of patient confidentiality may result in suspension or termination of my employment or association with the Keizer Fire District. Upon termination of my employment or association for any reason, or at any time upon request, I agree to return any and all patient confidential information in my possession. This is not a contract for continued employment.

I have read and understand all privacy policies and procedures that have been provided to me by the Keizer Fire District. I agree to abide by all policies or be subject to disciplinary action, which may include verbal or written warning, suspension, or termination of employment or of any membership or association with the Keizer Fire District. This is not a contract of employment and does not alter the nature of the existing relationship between the Keizer Fire District and me.

Signature: _____ *Date:* _____ *Printed*

Name: _____

**Keizer Fire District
Password Authorization Form**

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Employee ID: _____

New Password

Replacement Password

Organizational Software _____

Trip Sheet Software _____

Employee Sign-on _____

Password _____

I agree that I will comply with all confidentiality policies and procedures set in place by the Keizer Fire District during my entire employment or association with the Keizer Fire District. If I, at any time, knowingly or inadvertently breach the patient confidentiality policies and procedure, I agree to notify the Privacy Officer of the Keizer Fire District immediately. In addition, I understand that a breach of patient confidentiality may result in suspension or termination of my employment or position with the Keizer Fire District. Upon termination of my employment or association with the Keizer Fire District for any reason, or at any time upon request, I agree to return any and all patient confidential information in my possession. This agreement is not a contract for continued employment.

Employee Signature _____

Privacy Officer Signature _____

Date _____

Keizer Fire District
Policy on Security, Levels of Access and Limiting Disclosure and Use of PHI

Purpose

To outline levels of access to Protected Health Information (PHI) of various staff members of the Keizer Fire District and to provide a policy and procedure on limiting access, disclosure, and use of PHI. Security of PHI is everyone's responsibility.

Policy

The Keizer Fire District retains strict requirements on the security, access, disclosure and use of PHI. Access, disclosure and use of PHI will be based on the role of the individual staff member in the organization, and should be only to the extent that the person needs access to PHI to complete necessary job functions.

When PHI is accessed, disclosed and used, the individuals involved will make every effort, except in patient care situations, to only access, disclose and use PHI to the extent that only the minimum necessary information is used to accomplish the intended purpose.

Procedure

Role Based Access

Access to PHI will be limited to those who need access to PHI to carry out their duties. The following describes the specific categories or types of PHI to which such persons need access is defined and the conditions, as appropriate, that would apply to such access.

Job Title	Description of PHI to Be Accessed	Conditions of Access to PHI
EMT	Intake forms from dispatch, patient care reports,	May access only as part of completion of a patient event and post-event activities and only while actually on duty

Paramedic	Intake forms from dispatch, patient care reports	May access only as part of completion of a patient event and post-event activities and only while actually on duty
Billing Clerk	Intake forms from dispatch, patient care reports, billing claim forms, remittance advice statements, other patient records from facilities	May access only as part of duties to complete patient billing and follow up and only during actual work shift
Field Supervisor	Intake forms from dispatch, patient care reports	May access only as part of completion of a patient event and post-event activities, as well as for quality assurance checks and corrective counseling of staff
Dispatcher	Intake forms, preplanned CAD information on patient address	May access only as part of completion of an incident, from receipt of information necessary to dispatch a call, to the closing out of the incident and only while on duty
Training Coordinator	Intake forms from dispatch, patient care reports	May access only as a part of training and quality assurance activities. All individually identifiable patient information should be redacted prior to use in training and quality assurance activities
Department Managers		May access only to the extent necessary to monitor compliance and to accomplish appropriate supervision and management of personnel

Access to PHI is limited to the above-identified persons only, and to the identified PHI only, based on the District's reasonable determination of the persons or classes of persons who require PHI, and the nature of the health information they require, consistent with their job responsibilities.

Access to a patient's entire file will not be allowed except when provided for in this and other policies and procedures and the justification for use of the entire medical record is specifically identified and documented.

Disclosures to and Authorizations From the Patient

You are not required to limit to the minimum amount of information necessary required to perform your job function, or your disclosures of PHI to patients who are the subject of the PHI. In addition, disclosures authorized by the patient are exempt from the minimum necessary requirements unless the authorization to disclose PHI is requested by the Company.

Authorizations received directly from third parties, such as Medicare, or other insurance companies, which direct you to release PHI to those entities are not subject to the minimum necessary standards.

For example, if we have a patient's authorization to disclose PHI to Medicare, Medicaid or another health insurance plan for claim determination purposes, the District is permitted to disclose the PHI requested without making any minimum necessary determination.

Company Requests for PHI

If the District needs to request PHI from another health care provider on a routine or recurring basis, we must limit our requests to only the reasonably necessary information needed for the intended purpose, as described below. For requests not covered below, you must make this determination individually for each request and you should consult your supervisor for guidance. For example, if the request is non-recurring or non-routine, like making a request for documents via a subpoena, we must review make sure our request covers only the minimum necessary PHI to accomplish the purpose of the request.

Holder of PHI	Purpose of Request	Information Reasonably Necessary to Accomplish Purpose
Skilled Nursing Facilities	To have adequate patient records to determine medical necessity for service and to properly bill for services provided	Patient face sheets, discharge summaries, Physician Certification Statements and Statements of Medical Necessity, Mobility Assessments

Hospitals	To have adequate patient records to determine medical necessity for service and to properly bill for services provided	Patient face sheets, discharge summaries, Physician Certification Statements and Statements of Medical Necessity, Mobility Assessments
Mutual Aid Ambulance or Paramedic Services	To have adequate patient records to conduct joint billing operations for patients mutually treated/transported by the Company	Patient care reports

For all other requests, determine what information is reasonably necessary for each on an individual basis.

Incidental Disclosures

The District understands that there will be times when there are incidental disclosures about PHI in the context of caring for a patient. The privacy laws were not intended to impede common health care practices that are essential in providing health care to the individual. Incidental disclosures are inevitable, but these will typically occur in radio or face-to-face conversation between health care providers, or when patient care information in written or computer form is left out in the open for others to access or see.

The fundamental principle is that all staff need to be sensitive about the importance of maintaining the confidence and security of all material we create or use that contains patient care information. Coworkers and other staff members should not have access to information that is not necessary for the staff member to complete his or her job. For example, it is generally not appropriate for field personnel to have access to billing records of the patient.

But all personnel must be sensitive to avoiding incidental disclosures to other health care providers and others who do not have a need to know the information. Pay attention to who is within earshot when you make verbal statements about a patient's health information, and follow some of these common sense procedures for avoiding accidental or inadvertent disclosures:

Verbal Security

Waiting or Public Areas: If patients are in waiting areas to discuss the service provided to them or to have billing questions answered, make sure that there are no other persons in the waiting area, or if so, bring the patient into a screened area before engaging in discussion.

Garage Areas: Staff members should be sensitive to that fact that members of the public and other agencies may be present in the garage and other easily accessible areas. Conversations about patients and their health care should not take place in areas where those without a need to know are present.

Other Areas: Staff members should only discuss patient care information with those who are involved in the care of the patient, regardless of your physical location. You should be sensitive to your level of voice and to the fact that others may be in the area when you are speaking. This approach is not meant to impede anyone's ability to speak with other health care providers freely when engaged in the care of the patient. When it comes to treatment of the patient, you should be free to discuss all aspects of the patient's medical condition, treatment provided, and any of their health information you may have in your possession with others involved in the care of the patient.

Physical Security

Patient Care and Other Patient or Billing Records: Patient care reports should be stored in safe and secure areas. When any paper records concerning a patient are completed, they should not be left in open bins or on desktops or other surfaces. Only those with a need to have the information for the completion of their job duties should have access to any paper records.

Billing records, including all notes, remittance advices, charge slips or claim forms should not be left out in the open and should be stored in files or boxes that are secure and in an area with access limited to those who need access to the information for the completion of their job duties.

Computers and Entry Devices: Computer access terminals and other remote entry devices such as PDAs and laptops should be kept secure. Access to any computer device should be by password only. Staff members should be sensitive to who may be in viewing range of the monitor screen and take simple steps to shield viewing of the screen by unauthorized persons. All remote devices such as laptops and PDAs should remain in the physical

possession of the individually to whom it is assigned at all times. See the Keizer Fire District Policy on Use of Computer Equipment and Information Systems.

Keizer Fire District
Policy on Use of Computer and Information Systems and Equipment

Purpose

The Keizer Fire District is committed to protecting our staff members, the patients we serve and the company from illegal or damaging actions by individuals and the improper release of protected health information and other confidential or proprietary information.

The purpose of this policy is to outline the acceptable use of computer equipment at the Keizer Fire District. These rules are in place to protect the employee and patients of the Keizer Fire District. Inappropriate use exposes the Keizer Fire District to risks including virus attacks, compromise of network systems and services, breach of patient confidentiality and other legal claims.

Scope

This policy applies to employees, volunteers, contractors, consultants, temporary employees, students, and others at the Keizer Fire District with access to computer equipment, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the Keizer Fire District

Procedure

Use and Ownership of Computer Equipment

1. All data created or recorded using any computer equipment owned, controlled or used for the benefit of the Keizer Fire District is at all times the property of the Keizer Fire District. Because of the need to protect the Keizer Fire District computer network, the company cannot guarantee the confidentiality of information stored on any network device belonging to the Keizer Fire District, except that it will take all steps necessary to secure the privacy of all protected health information in accordance with all applicable laws.
2. Staff members are responsible for exercising good judgment regarding the reasonableness of personal use and must follow operational guidelines for personal use of Internet/Intranet/Extranet systems and any computer equipment.

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is a violation of federal copyright law punishable by fines of up to \$100,000 per violation.

3. At no time may any pornographic or sexually offensive materials be viewed, downloaded, saved, or forwarded using any Company computer equipment. Please refer to the Company's Policy on Preventing Sexual and Other Harassment for further information.
4. For security and network maintenance purposes, authorized individuals within Keizer Fire District may monitor equipment, systems and network traffic at any time, to ensure compliance with all District policies.

Security and Proprietary Information

1. Confidential information should be protected at all times, regardless of the medium by which it is stored. Examples of confidential information include but are not limited to: individually identifiable health information concerning patients, company financial and business information, patient lists and reports, and research data. Staff members should take all necessary steps to prevent unauthorized access to this information.
2. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly, and user level passwords should be changed every 30 days.
3. All PCs, laptops, workstations and remote devices should be secured with a password-protected screensaver, wherever possible, and set to deactivate after being left unattended for 10 minutes or more, or by logging-off when the equipment will be unattended for an extended period.
4. All computer equipment used by staff, whether owned by the individual staff member or the District, shall regularly run approved virus-scanning software with a current virus database in accordance with company policy.
5. Staff members must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses.

Unacceptable Use

Under no circumstances is a staff member of the Keizer Fire District authorized to engage in any activity that is illegal under local, state, or federal law while utilizing the Keizer Fire District computer resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities that fall into the category of unacceptable use.

System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the Keizer Fire District
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the Keizer Fire District or the end user does not have an active license is strictly prohibited.
3. Exporting system or other computer software is strictly prohibited and may only be done with express permission of management.
4. Introduction of malicious programs into the network or server (e.g., viruses, worms, etc.).
5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
6. Using a Keizer Fire District computer device to actively engage in procuring or transmitting material that is in violation of the District's prohibition on sexual and other harassment.
7. Making fraudulent statements or transmitting fraudulent information when dealing with patient or billing information and documentation,

accounts or other patient information, including the facsimile or electronic transmission of patient care reports and billing reports and claims.

8. Causing security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the staff member is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties.
9. Providing information about, or lists of, Keizer Fire District staff members or patients to parties outside the Keizer Fire District.

E-mail and Communications Activities

1. Sending unsolicited e-mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e-mail spam).
2. Any form of harassment via e-mail, telephone or paging, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of e-mail header information.
4. Solicitation of e-mail for any other e-mail address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
6. Use of unsolicited e-mail originating from within the Keizer Fire District's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by the Keizer Fire District or connected via the Keizer Fire District's network.

Use of Remote Devices

The appropriate use of Laptop Computers, Personal Digital Assistants (PDAs), and remote data entry devices is of utmost concern to the Keizer Fire District. These devices, collectively referred to as "remote devices" pose a unique and significant patient privacy risk because they may contain

confidential patient, staff member or company information and these devices can be easily misplaced, lost, stolen or accessed by unauthorized individuals

1. Remote devices will not be purchased or used without prior District approval.
2. The District must approve the installation and use of any software used on the remote device.
3. Remote devices containing confidential or patient information must not be left unattended.
4. If confidential or patient information is stored on a remote device, access controls must be employed to protect improper access. This includes, where possible, the use of passwords and other security mechanisms.
5. Remote devices should be configured to automatically power off following a maximum of 10 minutes of inactivity.
6. Remote device users will not permit anyone else, including but not limited to user's family and/or associates, patients, patient families, or unauthorized staff members, to use District-owned remote devices for any purpose.
7. Remote device users will not install any software onto any PDA owned by the Keizer Fire District except as authorized by the District.
8. Users of company-owned remote devices will immediately report the loss of a remote device to a supervisor or the Privacy Officer.

Enforcement

Any staff members found to have violated this policy may be subject to disciplinary action, up to and including suspension and termination.

**Keizer Fire District
Authorization to Use and Disclose
Specific Protected Health Information**

By signing this Authorization, I hereby direct the use or disclosure by the Keizer Fire District of certain medical information pertaining to my health, my health care, or me.

This Authorization concerns the following medical information about me:

This information may be used or disclosed by the Keizer Fire District and may be disclosed to:

[LIST NAME OR SPECIFIC IDENTIFICATION OF THE PERSON(S) OR CLASS OF PERSONS TO WHOM YOU MAY MAKE THE REQUESTED USE/DISCLOSURE]

I understand that I have the right to revoke this Authorization at any time except to the extent that the Keizer Fire District has already acted in reliance on the Authorization. To revoke this Authorization, I understand that I must do so by written request to the Keizer Fire District's Privacy Officer [EMS Billing Manager Jacqueline Sunderland, 661 Chemawa Road NE, Keizer, Oregon 97303 (503) 390-9111].

I understand that information used or disclosed pursuant to this Authorization may be subject to redisclosure by the recipient and no longer subject to privacy protections provided by law.

I understand that my written authorization is not required for the Keizer Fire District to use my protected health information for treatment, payment and health care operations.

I understand that I have the right to inspect and copy the information that is to be used or disclosed as part of this Authorization. The Authorization is being requested by the Keizer Fire District for the following purpose(s):

The use or disclosure of the requested information will ___/will not ___ result in direct or indirect remuneration to the Keizer Fire District from a third party.

I acknowledge that I have read the provisions in the Authorization and that I have the right to refuse to sign this Authorization. I understand and agree to its terms.

_____ [Name] _____ [Date]

_____ [Description of the authority of personal representative, if applicable]

This authorization expires on: _____ (date or event).

[NOTE: It is rare that an authorization form will need to be completed, since authorization is not required to use PHI for treatment, payment or health care operations. A copy of the Authorization must be provided to the individual. Also, you may have to comply with additional requirements, depending on the use of the PHI, such as when you request the authorization for your own use, or when you request the authorization for another covered entity or if the use or disclosure is for research purposes.]

Keizer Fire District Procedure for Filing Complaints About Privacy Practices

YOU MAY MAKE A COMPLAINT DIRECTLY TO US

You have the right to make a complaint directly to the Privacy Officer of the Keizer Fire District concerning our policies and procedures with respect to the use and disclosure of protected health information (PHI) about you. You may also make a complaint about concerns you have regarding our compliance with any of our established policies and procedures concerning the confidentiality and use or disclosure of your PHI, or about the requirements of the federal Privacy Rule.

All complaints should be directed to our Privacy Officer at our business office located at 661 Chemawa Road NE, Keizer, Oregon 97303 (503) 390-9111.

YOU MAY ALSO MAKE A COMPLAINT TO THE GOVERNMENT

If you believe the Keizer Fire District is not complying with the applicable requirements of the Federal Privacy Rule you may file a complaint with the Secretary of the U.S. Department of Health and Human Services. The Privacy Rule states the following:

Requirements for filing complaints. Complaints under this section must meet the following requirements:

- (1) A complaint must be filed in writing, either on paper or electronically.
 - (2) A complaint must name the entity that is the subject of the complaint and describe the acts or omissions believed to be in violation of the applicable requirements of the Federal Privacy Rule or the applicable standards, requirements, and implementation specifications of subpart E of part 164 of the Federal Privacy Rule.
 - (3) A complaint must be filed within 180 days of when the complainant knew or should have known that the act or omission complained of occurred, unless the Secretary for good cause shown waives this time limitation.
 - (4) The Secretary may prescribe additional procedures for the filing of complaints, as well as the place and manner of filing, by notice in the Federal Register.
- (c) *Investigation.* The Secretary may investigate complaints. Such investigation may include a review of the pertinent policies, procedures, or practices of the covered entity and of the circumstances regarding any alleged acts or omissions concerning compliance.

Keizer Fire District
Log for Processing Complaints About Privacy Practices

DATE COMPLAINT RECEIVED	PATIENT NAME	DESCRIPTION OF COMPLAINT	DISPOSITION OF COMPLAINT

JOB DESCRIPTION

JOB TITLE: **Privacy Officer**

JOB IDENTIFICATION

Department:

Reports to:

Pay Grade:

JOB PURPOSE AND SUMMARY

The Privacy Officer oversees all activities related to the development, implementation, and maintenance of the Keizer Fire District's policies and procedures covering the privacy of patient health information. This person serves as the key compliance officer for all federal and state laws that apply to the privacy of patient information, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

This individual is tasked with the responsibility of ensuring that all of the organization's patient information privacy policies and procedures related to the privacy of, and access to, patient health information are followed.

DUTIES AND RESPONSIBILITIES

Principle Responsibilities

1. Develop policies and procedures on staff training related to the privacy of patient health information and protected health information;
2. Develop policies on the security of health care information including computer and password security and patient data integrity;
3. Defines levels of staff access to PHI and minimum necessary requirement for staff based on the required job responsibilities;
4. Oversees, directs, delivers, and ensures the delivery of initial and ongoing privacy training and orientation to all

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staff members, employees, volunteers, students and trainees.

5. Serves as the contact person for the dissemination of PHI to other health care providers;
6. Serves as the contact person for patient complaints and requests;
7. Processes patient requests for access to and amendment of health information and consent forms;
8. Processes all patient accounting requests;
9. Ensures the capture and storage of patient PHI for the minimum period required by law;
10. Ensures ambulance service compliance with all applicable Privacy Rule requirements and works with legal counsel and other managers to ensure the company maintains appropriate privacy and confidentiality notices and forms and materials.
11. Cooperates with the state and federal government agencies charged with compliance reviews, audits and investigations.

QUALIFICATIONS:

Educational Requirements

High school Diploma or GED Equivalent. Four-year college degree preferred, with a working knowledge of the Privacy Rule required.

Maintains current knowledge of applicable federal and state privacy laws and monitors changes in privacy practices for the ambulance industry to ensure current organizational compliance.

Mental Requirements of the Job

Reading and writing skills required. Experience working with the public is essential.

Demonstrated organizational, facilitation, communication and presentation skills.

Disclaimer

The information provided in this description has been designed to indicate the general nature and level of work performed by incumbents within this job. It is not designed to be interpreted, as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees, assigned to this job. Management has sole discretion to add or modify duties of the job and to designate other functions as essential at any time. This job description is not an employment agreement or contract.

Keizer Fire District
Job Description Language for Compliance with Privacy Practices

The following is recommended language to insert into all job or position descriptions, whether paid or volunteer, within the EMS or ambulance organization to ensure that there is a strong focus on the protection of patient privacy in accordance with the Privacy Rule. We recommend adding a subsection to the “duties and responsibilities” section of the position description specifically related to privacy issues:

Job Responsibilities Related to Patient Privacy

1. The incumbent is expected to protect the privacy of all patient information in accordance with the District’s privacy policies, procedures, and practices, as required by federal [and state] law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with the District’s policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment or of membership or association with the Keizer Fire District.
2. The incumbent may access protected health information and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other company operations.
3. The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company’s policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.
4. The incumbent is expected to actively participate in the District’s privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with District policy.

Disclaimer

The information provided in this description has been designed to indicate the general nature and level of work performed by incumbents within this job. It is not designed to be interpreted, as a comprehensive inventory of all duties, responsibilities, qualifications and working conditions required of employees, assigned to this job. Management has sole discretion to add or modify duties of the job and to designate other functions as essential at any time. This job description is not an employment agreement or contract.

Keizer Fire District Policy on Privacy Training

Purpose

To ensure that all members of the Keizer Fire District Staff---including all employees, volunteers, students and trainees (collectively referred to as “staff members”) who have access to patient information understand the organization’s concern for the respect of patient privacy and are trained in the District’s policies and procedures regarding Protected Health Information (PHI).

Policy

1. All current staff will be required to undergo privacy training in accordance with the HIPAA Privacy Rule prior to the implementation date of the HIPAA Privacy Rule, which is April 14, 2003.
2. All new staff members will be required to undergo privacy training in accordance with the HIPAA Privacy Rule within a reasonable time upon association with the organization, as scheduled by the Privacy Officer.
3. All staff members will be required to undergo privacy training in accordance with the HIPAA Privacy Rule within a reasonable time after there is a material change to the District’s policies and procedures on privacy practices.

Procedure

1. The Privacy Training will be conducted by the Privacy Officer or his/her designee.
2. All attendees will receive copies of the District’s policies and procedures regarding privacy.
3. All attendees must attend the training in person and verify attendance and agreement to adhere to the District’s policies and procedures on privacy practices.
4. Training will be conducted by viewing videotapes and discussion of patient privacy concerns and related information.

5. Topics of the training will include a complete review of the District's Policy on Privacy Practices and will include other information concerning the HIPAA Privacy Rule, such as, but not limited to the following topic areas:
 - a. Overview of the federal and state laws concerning patient privacy including the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
 - b. Description of protected health information (PHI)
 - c. Patient rights under the HIPAA Privacy Rule
 - d. Staff member responsibilities under the Privacy Rule
 - e. Role of the Privacy Officer and reporting employee and patient concerns regarding privacy issues
 - f. Importance of and benefits of privacy compliance
 - g. Consequences of failure to follow established privacy policies
 - h. Use of the District's specific privacy forms

**Keizer Fire District
Privacy Training Record Form**

Topic: "HIPAA Awareness and the Protection of Patient Privacy"

Date of Training: _____

Time Training Began: _____

Time Training Ended: _____

IMPORTANT! SIGN IN AND VERIFICATION REQUIRED*

By my signature below, I verify that I have attended the training session described above and that I will adhere to the Keizer Fire District Policies and Procedures on Privacy Practices, a copy of which I received as part of the training materials for this session:

Date	Name (Please Print)	Job Title	Signature Verification of Attendance

* Attach a copy of the program handouts and materials and keep a file with this form for a minimum of six years.

Keizer Fire District
List of Designated Privacy Officials

The following is a list of individuals who are responsible for various aspects of Federal Privacy Rule. When in doubt, you should contact the designated Privacy Officer, who oversees the District's privacy compliance issues:

PRIVACY OFFICER

Name
Title
Address
Phone Number
E-mail Address

TO FILE AN INTERNAL OR EXTENAL COMPLAINT ABOUT PRIVACY RELATED ISSUES, CONTACT:

Name
Title
Address
Phone Number
E-mail Address

FOR QUESTIONS ABOUT DENIAL OF ACCESS TO PROTECTED HEALTH INFORMATION, CONTACT:

Name
Title
Address
Phone Number
E-mail Address

FOR QUESTIONS ABOUT RECEIVING AND PROCESSING REQUESTS FOR ACCESS OR AMENDMENT TO PROTECTED HEALTH INFORMATION, CONTACT:

Name
Title
Address
Phone Number
E-mail Address

Keizer Fire District Policy on Medical Records of Employees

Policy:

To provide guidance to management and staff concerning the privacy of medical records which involve staff members of the Keizer Fire District.

Procedure:

The Keizer Fire District will, to the extent required by law, protect medical records it receives about employees or other staff in a confidential manner. Generally, only those with a need to know the information will have access to it, and, even then, they will only have access to as much information as is minimally necessary for the legitimate use of the medical records.

In accordance laws concerning disability discrimination, all medical records of staff will be kept in separate files apart from the employee's general employment file. These records will be secured with limited access by management.

In accordance with the Privacy Rule of the Health Insurance Portability and Accountabilities Act, medical records that are not considered employment records will be treated in accordance with the safeguards of the Privacy Rule with respect to their use and disclosure.

Employment records are not considered to be protected health information, or PHI, subject to HIPAA safeguards, including certain medical records of employees that are related to the job. These employment records not covered under HIPAA include, but are not limited to: information obtained to determine my suitability to perform the job duties (such as physical examination reports), drug and alcohol tests obtained in the course of employment, doctor's excuses provided in accordance with the attendance policy, work-related injury and occupational exposure reports, and medical and laboratory reports related to such injuries or exposures, especially to the extent necessary to determine workers' compensation coverage.

Nonetheless, despite the fact that such records are not considered HIPAA protected, the Keizer Fire District will limit the use and disclosure of these records to only those with a need to have access to them, such as certain management staff, the District's designated physician, and state agencies pursuant to state law.

With respect to staff members of the Keizer Fire District, only health information that is obtained about staff in the course of providing ambulance or other medical services directly to them is considered PHI under HIPAA. In other words, if the Keizer Fire District provides ambulance service to an employee, the protections typically given to such information to our ambulance service patients applies to the employee. These protections are subject to HIPAA exceptions, such as in the situation in which the staff member used the Keizer Fire District Service involved in a work-related injury while on duty.

As another example, if we receive a staff member's medical record in the course of providing the employee with treatment and/or transport, it does not matter that the Keizer Fire District happens to be the employer – that record is PHI. If, however, the employee submits a doctor's statement to a supervisor to document an absence or tardiness from work, the Keizer Fire District does not need to treat that statement as PHI. Other health information that could be treated as employment related, and not PHI, includes medical information that is needed for ABC Ambulance to carry out its obligations under the FMLA, ADA and similar laws, as well as files or records related to occupational injury, disability insurance eligibility, drug screening results, workplace medical surveillance, and fitness-for-duty-tests of employees.

If you have any questions about how medical information about you is used and disclosed by the Keizer Fire District, please contact our Privacy Officer,

**Keizer Fire District
Business Associate Agreement with City of Salem Fire Department
for Ambulance Billing Services**

1. The Salem Fire Department shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, the Salem Fire Department agrees that it will:
 - a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to the Salem Fire Department of a use or disclosure of PHI by the Salem Fire Department in violation of this Agreement.
 - d. Report to the Keizer Fire District any use or disclosure of PHI not provided for by this Agreement of which the Salem Fire Department becomes aware;
 - e. Ensure that any agents or subcontractors to whom the Salem Fire Department provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Salem Fire Department with respect to such PHI;
 - f. Make PHI available to the Keizer Fire District and to the individual who has a right of access as required under HIPAA within 30 days of the request by the Keizer Fire District on the individual;
 - g. Incorporate any amendments to PHI when notified to do so by the Keizer Fire District;
 - h. Provide an accounting of all uses or disclosures of PHI made by the Salem Fire department as required under the HIPAA privacy rule within 60 days;

- i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Salem Fire Department's and the Keizer Fire District's compliance with HIPAA; and
 - j. At the termination of this Agreement, return or destroy all PHI received from, or created or received by the Salem Fire Department on behalf of the Keizer Fire District, and if return is infeasible, the protections of this agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by the Salem Fire Department on behalf of the Keizer Fire District include:
- a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Keizer Fire District to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by the Keizer Fire District to its patients or to appeal denials of payment for same.
 - d. Uses required for the proper management of the Salem Fire Department as a business associate.
 - e. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

3. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by the Keizer Fire District, in its sole discretion, if the Keizer Fire District determines that the Salem Fire Department has violated a term or provision of this Agreement pertaining to the Keizer Fire District's obligations under the HIPAA privacy rule, or if the Salem Fire Department engages in conduct which would, if committed by the Keizer Fire District, would result in a violation of the HIPAA privacy rule by the Keizer Fire District.

[NOTE: This particular sample business associate contract language pertains to an agreement with a third party billing agency. However, business associate agreements potentially involve numerous other

purposes and take various forms. Therefore, business associate agreements need to be tailored to your specific situation and the nature of the relationship that you have with the business associate. In addition, this is not a sample of a complete contract; only the HIPAA business associate provisions are provided. Consult your legal counsel to develop agreements specific to your needs and which conform with applicable state laws.]

**Keizer Fire District
Sample Business Associate Contract Language
Law Firm**

[NOTE: Most law firms are required to provide you with an “engagement letter” outlining the fees charged and other information required under Professional Rules of Responsibility. These engagement letters may be used to incorporate the required business associate language. This language would be required only if the law firm was performing services on behalf of your ambulance service involving your PHI, such as auditing or reviewing claims. It is not required in the normal course of providing legal advice.]

1. LAW FIRM shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the legal services provided to ABC Ambulance by LAW FIRM. In conformity therewith, LAW FIRM agrees that it will:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- c. To mitigate, to the extent practicable, any harmful effect that is known to LAW FIRM of a use or disclosure of PHI by the LAW FIRM in violation of this Agreement.
- d. Report to ABC AMBULANCE any use or disclosure of PHI not provided for by this Agreement of which LAW FIRM becomes aware;
- e. Ensure that any agents or subcontractors to whom LAW FIRM provides PHI, or who have access to PHI, such as consulting companies or other law firms, agree to the same restrictions and conditions that apply to LAW FIRM with respect to such PHI;
- f. Make PHI available to ABC AMBULANCE and to the individual who has a right of access as required under HIPAA;

- g. Incorporate any amendments to PHI when notified to do so by ABC AMBULANCE;
- h. Provide an accounting of all uses or disclosures of PHI made by LAW FIRM as required under the HIPAA privacy rule;
- i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining LAW FIRM'S and ABC AMBULANCE'S compliance with HIPAA; and
- j. At the termination of this Agreement, return or destroy all PHI received from, or created or received by LAW FIRM on behalf of ABC AMBULANCE.

2. The specific uses and disclosures of PHI that may be made by LAW FIRM on behalf of ABC AMBULANCE include, but are not limited to:

- a. The review of patient care information in providing legal advice to ABC AMBULANCE concerning a particular ambulance incident;
- b. The review of patient care information and other medical records and the submission of that information to carriers, insurers and other payers with respect to LAW FIRM assisting ABC AMBULANCE in an insurance or Medicare audit or other similar action;
- c. The review of patient care information with respect to providing ABC AMBULANCE with legal advice generally;
- d. The review of patient care information in the course of LAW FIRM conducting compliance assessment activities;
- e. The review of PHI and other information necessary to assist ABC AMBULANCE in developing its HIPAA compliance program;
- f. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

3. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by ABC AMBULANCE, in its sole discretion, if ABC AMBULANCE determines that LAW FIRM has violated a term or provision of this Agreement pertaining to AMBULANCE SERVICE'S obligations under the HIPAA privacy rule, or if LAW FIRM engages in conduct which would, if committed by AMBULANCE SERVICE, would result in a violation of the HIPAA privacy rule by AMBULANCE SERVICE.

[NOTE: This particular sample business associate contract language pertains to an agreement with a law firm. However, business associate agreements potentially involve numerous other purposes and take various forms. Business associate agreements need to be tailored to your specific situation and the nature of the relationship that you have with the business associate. In addition, this is not a sample of a complete contract; only the HIPAA business associate provisions are provided. Consult your legal counsel to develop agreements specific to your needs and which conform with applicable state laws.]

**Keizer Fire District
Sample Business Associate Contract Language
Consulting Firm**

[NOTE: Most consulting firms will provide you with an “engagement letter” outlining the fees charged and other information about the project for which they are hired to perform. These engagement letters may be used to incorporate the required business associate language]

1. CONSULTING FIRM shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the legal services provided to ABC Ambulance by CONSULTING FIRM. In conformity therewith, CONSULTING FIRM agrees that it will:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- c. To mitigate, to the extent practicable, any harmful effect that is known to CONSULTING FIRM of a use or disclosure of PHI by the CONSULTING FIRM in violation of this Agreement.
- d. Report to ABC AMBULANCE any use or disclosure of PHI not provided for by this Agreement of which CONSULTING FIRM becomes aware;
- e. Ensure that any agents or subcontractors to whom CONSULTING FIRM provides PHI, or who have access to PHI, such as other consulting companies, agree to the same restrictions and conditions that apply to CONSULTING FIRM with respect to such PHI;
- f. Make PHI available to ABC AMBULANCE and to the individual who has a right of access as required under HIPAA;
- g. Incorporate any amendments to PHI when notified to do so by ABC AMBULANCE;

- h. Provide an accounting of all uses or disclosures of PHI made by CONSULTING FIRM as required under the HIPAA privacy rule;
- i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining CONSULTING FIRM'S and ABC AMBULANCE'S compliance with HIPAA; and,
- j. At the termination of this Agreement, return or destroy all PHI received from, or created or received by CONSULTING FIRM on behalf of ABC AMBULANCE, and if return is infeasible, the protections of this agreement will extend to such PHI.

2. The specific uses and disclosures of PHI that may be made by CONSULTING FIRM on behalf of ABC AMBULANCE include, but are not limited to:

- a. The review of patient care information in providing advice to ABC AMBULANCE concerning a particular ambulance incident;
- b. The review of patient care information and other medical records and submission of that information to carriers, insurers and other payers with respect to CONSULTING FIRM assisting ABC AMBULANCE in an insurance or Medicare audit or other similar action;
- c. The review of patient care information with respect to providing ABC AMBULANCE with business and operational advice generally;
- d. The review of patient care information in the course of CONSULTING FIRM conducting compliance assessment activities;
- e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

3. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by ABC AMBULANCE, in its sole discretion, if ABC AMBULANCE determines that CONSULTING FIRM has violated a term or provision of this Agreement pertaining to AMBULANCE SERVICE'S obligations under the HIPAA privacy rule, or if CONSULTING FIRM engages in conduct which would, if committed by AMBULANCE SERVICE, would result in a violation of the HIPAA privacy rule by AMBULANCE SERVICE.

[NOTE: This particular sample business associate contract language pertains to an agreement with a consulting firm. However, business associate agreements potentially involve numerous other purposes and take various forms. Business associate agreements need to be tailored to your specific situation and the nature of the relationship that you have with the business associate. In addition, this is not a sample of a complete contract; only the HIPAA business associate provisions are provided. Consult your legal counsel to develop agreements specific to your needs and which conform with applicable state laws.]

Keizer Fire District
Sample Confidentiality Language for Vendors Who Are Not Business Associates

[NOTE: In some cases, a covered entity may contract with other entities or persons who are not business associates (a business associate is an entity that performs services on your behalf that involves PHI). For example, janitorial services who do not have authorization to have access to PHI and who do not perform a service that involves PHI, may nonetheless be in areas where PHI is present while cleaning a room, etc. In these cases, the covered entity should nonetheless make it clear to the contractor that anything they are exposed to in your operation must be kept confidential and not used or disclosed. The following is sample language to add to your vendor contract in these situations]

CONFIDENTIALITY

1. CONTRACTOR understands that while performing the services under this contract, it will be working in areas where confidential and proprietary information may be kept, including confidential patient information. Under no circumstances, except as otherwise agreed to in writing, is any of the contractor's personnel to have access to any confidential information of ABC Ambulance.
2. Further, in the event that CONTRACTOR inadvertently comes in contact with any confidential information, CONTRACTOR agrees not to use or further disclose such information to anyone.
3. CONTRACTOR further agrees to educate its personnel as to the importance of confidentiality with respect to the performance of this contract, and to maintain a strong confidentiality policy applicable to all of its personnel who may be assigned to perform services at ABC Ambulance.
4. CONTRACTOR will take steps to ensure that its personnel remain only in authorized areas of ABC Ambulance and that they will not open any files, desks, boxes, disk storage cases, or any other containers that may potentially contain confidential and proprietary information.
4. Any violations of this confidentiality provision shall be cause for immediate termination of this contract, without notice.