

RESOLUTION 2022R-04

A RESOLUTION OF THE NORTH DAVIS FIRE DISTRICT APPROVING AN INTERLOCAL AGREEMENT FOR THE BILLING AND COLLECTION OF FEES FOR ADVANCED LIFE SUPPORT AND BASIC LIFE SUPPORT SERVICES BETWEEN THE NORTH DAVIS FIRE DISTRICT, LAYTON CITY CORPORATION, CLINTON CITY CORPORATION, FARMINGTON CITY CORPORATION, KAYSVILLE CITY CORPORATION, SOUTH DAVIS METRO FIRE SERVICE, SOUTH WEBER CITY CORPORATION AND SYRACUSE CITY CORPORATION

WHEREAS, the North Davis Fire District Board of Trustees desires to enter into an interlocal agreement with other local governmental entities for the provision of billing, collection, and distribution of fees for rendering ALS and BLS services in conjunction with the other entities in accordance with Rule 426-8 of the Utah Administrative Code; and

WHEREAS, such agreement is in furtherance of the purposes of the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Utah Code Annotated, 1953, as amended; and

WHEREAS, the North Davis Fire Board of Trustees wishes to, and recognizes the importance of participating in any efforts designed to jointly help each other; and

WHEREAS, this agreement does not create an interlocal entity; and

WHEREAS, the North Davis Fire District Board of Trustees has fully reviewed the proposed Interlocal Agreement, which is attached hereto and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the North Davis Fire District Board of Trustees hereby approves the Interlocal Agreement attached hereto and incorporated herein by this reference as written and authorizes the Chair of the North Davis Fire District Board of Trustees to execute this agreement on behalf of the District.

Passed this 19 day of May, 2022.

Nike Peterson, Chair

Attest:

Misty Rogers, District Clerk

Voting:

- Chair Nike Peterson (non-voting)
Vice-Chair Scott Wiggill
Board Member Mark Shepherd
Board Member Howard Madsen
Board Member Brian Vincent
Board Member Gary Petersen
Board Member Nancy Smalling
Board Member Annette Judd
Board Member Vern Phipps

Handwritten signatures for Mark Shepherd, Howard Madsen, Gary Petersen, Nancy Smalling, Annette Judd, and Vern Phipps.

**INTERLOCAL AGREEMENT
FOR
THE BILLING AND COLLECTION OF FEES FOR
ADVANCED LIFE SUPPORT SERVICES**

THIS AGREEMENT is made and entered into this _____ day of May, 2022 by and between LAYTON CITY CORPORATION, a municipal corporation of the State of Utah (“Layton City”), CLINTON CITY, a municipal corporation of the State of Utah (“Clinton City”), FARMINGTON CITY, a municipal corporation of the State of Utah (“Farmington City”), KAYSVILLE CITY, a municipal corporation of the State of Utah (“Kaysville City”), NORTH DAVIS FIRE DISTRICT (“North Davis Fire”), a political subdivision of the State of Utah, SOUTH DAVIS METRO FIRE SERVICE AREA, a political subdivision of the State of Utah (“South Davis Metro”), SOUTH WEBER CITY CORPORATION, a municipal corporation of the State of Utah (“South Weber City”), SYRACUSE CITY CORPORATION, a municipal corporation of the State of Utah (“Syracuse City”). These entities may also be referred to in this agreement individually as a “Party” or collectively as the “Parties”.

This agreement is made and entered into by and between the Parties based, in part, upon the following:

- A. For the purposes of this agreement, the term “ALS services” shall mean physician medically directed paramedic services and “BLS services” shall mean physician medically directed ground ambulance transportation services.
- B. The Parties render physician medically directed advanced life support services (ALS) and charges fees for those services.
- C. The Parties render basic life support services (BLS), which includes primary ambulance transportation services, and charge fees for those services.
- D. The Parties desire by this agreement to provide in writing for the billing, collection, and distribution of those fees when the Parties render ALS and BLS services respectively in conjunction with each other in accordance with Rule 426-8-200, *Utah Administrative Code*.
- E. The Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, *Utah Code Ann.*, to enter into this interlocal cooperative agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

1. **Services Provided by the Parties-BLS**

The Parties may provide the primary ground ambulance transport service (BLS services) for emergency and non-emergency medical patients and other medical services for which the Parties are licensed by the State of Utah.

2. **Services Provided by the Parties-ALS**

The Parties may provide paramedic services (ALS services) to the residents of the County as licensed by the State of Utah.

3. **Billings and Collection of Fees**

The billing and collection of charges for ALS services rendered by the Parties in conjunction with the rendition of BLS services by another Party and the distribution of amounts received in payment of those billings shall be as follows:

- A. When services are provided jointly by the Parties in an incident, the BLS Parties shall provide billing and collection services and exercise reasonable diligence to collect the ALS fees charged by another Party in addition to the billing and collection of any fees charged by the Party for its BLS services and reimbursable expenses.
- B. The flat rate distribution of funds collected from billings shall be determined and made in the following manner (See Attachment "A" for sample calculations):
 - 1. The flat rate distribution shall be determined by an average net ambulance collection rate of all parties for the previous calendar year multiplied by the current paramedic amount allowed by Rule 426-8-200, *Utah Administrative Code*.
 - 2. To allow for proper budgeting, flat rate distribution amounts shall only be adjusted once per fiscal year with distribution beginning July 1st of each year and ending June 30th of the following year.

4. **Payments to the ALS Party**

Payment to the ALS Party from the BLS Party shall commence on the effective date of this agreement and shall be paid as follows:

- A. The ALS Party shall receive payments from the BLS Party on a monthly basis.
- B. The ALS Party shall provide the BLS Party with a monthly summary of patients served by the ALS Party's paramedics.

5. **Administration**

To the extent that this agreement requires administration other than as set forth herein, it shall be administered by the Parties' administrative oversight.

6. **Separate Legal Entity**

No separate legal entity is created by the terms of this agreement.

7. **Property Acquisition**

There shall be no real or personal property acquired jointly by the Parties as a result of this agreement.

8. **Access to Records**

A. Each party agrees to provide the other with access to its records during normal business hours to verify the billing, number of calls, and number of responses in order to assist each party in determining the pro-ration of monies due the Parties under the terms of this agreement.

B. All documents created or provided by the Parties pursuant to this agreement shall be maintained and accessed in accordance with the Utah *Governmental Records Access Management Act* (GRAMA) and United States Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended.

C. Requests for access to records will be submitted through the Parties' administration for their respective records.

9. **Term**

This agreement shall have a term of five (5) years commencing on the day and date first written above. Notwithstanding the foregoing, either party may terminate this agreement, with or without cause, upon giving thirty (30) days written notice to the other.

10. **Review by Authorized Attorney**

In accordance with the provisions of Section 11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement takes effect.

11. **Governmental Approval, Execution, and Resolutions**

This agreement shall be conditioned upon the approval and execution of this agreement by the Parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval but only if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the parties.

12. **Relief of Obligation**

This agreement does not in any way relieve either party, as a public agency, of any obligation, duty, or responsibility imposed upon it by law.

13. **Indemnification and Hold Harmless**

A. The Parties agree to indemnify, defend and hold the Parties and their officers, employees, agents, and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney's fees, arising out of any negligence of other Parties and its officers, agents, or employees related to the performance of this agreement.

B. The Parties agree to indemnify, defend and hold the other Parties and its officers, employees, agents, and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney's fees, arising out of any negligence of the Parties and their officers, agents, or employees related to the performance of this agreement.

14. **Governmental Immunity Act**

Because each party under this agreement is a governmental entity under the *Utah Governmental Immunity Act*, Utah Code Ann., Section 63-20-1 et seq., as amended, each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents. Provided, the Parties do not waive any defenses available under the *Utah Governmental Immunity Act* as cited above.

15. **Record of Agreement**

Executed duplicate copies of this agreement shall be filed with the keeper of records of each of the Parties.

16. **Other Agreements**

This agreement does not abrogate or supersede any existing agreement between the Parties unless specifically so provided in this agreement and except to the extent that the provisions of this agreement are in conflict with the provisions of any such existing agreement.

17. **Entire Agreement**

This agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this agreement may not be enlarged, modified, or altered, except in writing signed by the Parties.

18. **Governing Law**

It is understood and agreed by the Parties hereto that this agreement shall be governed by the laws of the State of Utah.

19. **Authorization**

Each individual executing this agreement by signature below confirms that the individual is a duly authorized representative of the Party for whom the individual executes this agreement and is lawfully enabled to execute this agreement on behalf of that Party.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the date stated above.

Layton City

By: _____
Joy Petro, Mayor

ATTEST:

Kim Read, City Recorder

Attorney Review

The undersigned, being the authorized attorney for Layton City, reviewed this interlocal cooperation agreement and found it to be in proper form and compliance with applicable law.

Gary Crane, City Attorney

ATTEST:

Clinton City, City Recorder

Clinton City, Mayor

Attorney Review

The undersigned, being the authorized attorney for Clinton City, reviewed this interlocal cooperation agreement and found it to be in proper form and compliance with applicable law.

Attorney

ATTEST:

Farmington City, City Recorder

Farmington City, Mayor

Attorney Review

The undersigned, being the authorized attorney for Farmington City, reviewed this interlocal cooperation agreement and found it to be in proper form and compliance with applicable law.

Attorney

ATTEST:

Kaysville City, City Recorder

Kaysville City, Mayor

Attorney Review

The undersigned, being the authorized attorney for Kaysville City, reviewed this interlocal cooperation agreement and found it to be in proper form and compliance with applicable law.

Attorney



ATTEST:

Misty Rogers
Misty Rogers
North Davis Fire District Clerk

Nike Peterson
North Davis Fire District
Board Chair, Nike Peterson

Attorney Review

The undersigned, being the authorized attorney for North Davis Fire District, reviewed this interlocal cooperation agreement and found it to be in proper form and compliance with applicable law.

Andrew H. Blunk
Attorney

ATTEST:

South Davis Metro Fire, Recorder

Commissioner Rick Earnshaw, Chairman

Attorney Review

The undersigned, being the authorized attorney for South Davis Metro Fire, reviewed this interlocal cooperation agreement and found it to be in proper form and compliance with applicable law.

Attorney

ATTEST:

South Weber, City Recorder

South Weber, Mayor

Attorney Review

The undersigned, being the authorized attorney for South Weber City, reviewed this interlocal cooperation agreement and found it to be in proper form and compliance with applicable law.

Attorney

ATTEST:

Cassie Brown, Syracuse City Recorder

David Maughan, Syracuse Mayor

Attorney Review

The undersigned, being the authorized attorney for Syracuse City, reviewed this interlocal cooperation agreement and found it to be in proper form and compliance with applicable law.

Paul Roberts, City Attorney

ATTACHMENT "A"
Sample of Determining Flat Rate Distribution

Agency Calculation Sample (based on calendar year data)

(GBA) Gross Billed Amount	\$1,000,000
(NCA) Net Collection Amount	\$ 450,000
(NCP) Net Collection Percentage (NCA ÷ GBA)	45%

Formatted: French (France)

Flat Rate Calculation Sample (based on average of all agency's calendar year data)

South Davis Metro Fire	45%
Farmington Fire Department	41.10%
Kaysville Fire Department	41.20%
Layton Fire Department	47.79%
South Weber Fire Department	43.91%
Syracuse Fire Department	40.44%
North Davis Fire District	36.47%
Clinton Fire Department	41.78%
(ANCP) Average Net Collection Percentage	42.21%

Formatted: French (France)

(ANCP) Average Net Collection Percentage	42.21%
(PMA) Allowed Paramedic Aboard Amount	\$582.00
(FRA) Flat Rate Amount (ANCP x PMA)	\$245.67

Formatted: French (France)