# NOTICE AND AGENDA
# SANTA CLARA CITY COUNCIL WORK MEETING
# WEDNESDAY DECEMBER 20, 2023
# TIME: 5:00 PM.
# AGENDA

Public Notice is hereby given that the Santa Clara City Council will hold a Work Meeting in the Santa Clara City Council Chambers, located at 2603 Santa Clara Drive, Santa Clara Utah on Wednesday December 20, 2023, commencing at 5:00 PM. The meeting will be broadcast via You Tube linked on our website at **https://sccity.org/meetings.**

1. **Call to Order:**

2. **General Citizen Public Comment:**

3. **Working Agenda:**

**A. General Business:**

1. Fire Fees discussion.
2. Ambulance Medical Billing discussion.
3. Police Presentation.
4. Discussion regarding Burial Vaults.
5. Regulations for Accessory Structures discussion.
6. Acknowledge the outgoing City Council Members; Leina Mathis and Denny Drake.

4. **Staff Reports:**

5. **Adjournment:**

**Note**: In compliance with the Americans with Disabilities Act, individuals needing special accommodation during this meeting should notify the city no later than 24 hours in advance of the meeting by calling 435-673-6712. In accordance with State Statute and Council Policy, one or more Council Members may be connected via speakerphone or may by two-thirds vote to go into a closed meeting.

Zoom Meeting Participants: Participants on the Zoom call are limited to City Staff, Council Members, and applicants on the agenda. Email calendar invitations will be sent out in advance of the meeting. Instructions for each meeting will include the meeting ID, and password to join. When joining the meeting your screen name must show your full name. Each applicant will be accepted into the meeting when their item is up for discussion. Please contact Chris Shelley at (435)673-6712 Ext. 203 with any questions regarding public meetings.

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 14th day of December 2023 at the Santa Clara City Hall, on the City Hall Notice Board, at the Santa Clara Post Office, on the Utah State Public Notice Website, and on the City Website at http://www.sccity.org. The 2022 meeting schedule was also provided to the Spectrum on January 3, 2023

_____

Chris Shelley– City Recorder

***Mayor***
*Rick Rosenberg*

***City Manager***
*Brock Jacobsen*

CITY OF
SANTA CLARA
FOUNDED 1854

***City Council***
*Denny Drake*
*Leina Mathis*
*Ben Shakespeare*
*Jarett Waite*
*Christa Hinton*

# CITY COUNCIL

**Meeting Date:** 20/Dec/23 **Agenda Item:** 1

**Applicant:** Andrew Parker **Requested by:** Andrew Parker

**Subject:** Fire Department Fee Schedule Discussion

**Description:**

With a growing population and increasing number of visitors to Western Washington County, emergency and non-emergency services response activity to incidents continues to increase each year. Other regulations set by environmental protection requirements, Homeland Security regulations, and state EMS regulations involving equipment and training, create additional fiscal demands on all operational aspects of the fire department services. In response, Santa Clara-Ivins Fire Rescue has investigated different methods to maintain a high level of quality emergency and non-emergency service capabilities throughout times of increasing service demands & has evaluated the costs of maintaining an effective response by the fire department.

While raising real property tax to meet the increase in service demands would not be fair, the responsible party(s) should be held accountable for their actions, deferring the costs of incidents to insurance carriers, businesses, and property owners. Santa Clara Ivins Fire Rescue desires to implement a fair and equitable procedure by which to collect said mitigation rates and establish a billing system following applicable laws, regulations, and guidelines. The adoption of a standardized Fire Department fee schedule is recommended.

**Recommendation:** Discussion **Attachments:** Yes

**Cost:** N/A

**Legal Approval:** N/A

**Finance Approval:** N/A

**Budget Approval:** Yes

*2603 Santa Clara Drive, Santa Clara, Utah 84765*
*Phone (435) 673-6712 Fax (435) 628-7338*

Santa Clara-Ivins Fire Rescue

# Proposed Fire Department Fee Schedule Overview

12-20-2023

# How Fire Recovery USA Works

- Pass a City Ordinance to Include:
  - Emergency Cost Recovery Program (MITIGATION)
  - Risk Reduction
- No Up-front Cost
- Personnel Collect Scene Data (Insurance information)
- iPad Inspection
- Automated Billing or Incident is Entered into Online Portal
- Fire Recovery Preforms Claim Recovery (70% Recovery Rate)

# Emergency Incident Recovery Forecast

(Mitigation)

## Santa Clara Ivins Fire Rescue

| *Items* | *Incidents per Year* | *Percent Collected* | | *Amt. Billed* | | *Totals* |
|---|---|---|---|---|---|---|
| MVA (with fluids on ground) | 50 | 90% | @ | $520 | = | $23,400 |
| MVA (no fluids on ground) | 50 | 30% | @ | $520 | = | $7,800 |
| Vehicle Fires | 10 | 20% | @ | $605 | = | $1,210 |
| Landing Zones | 25 | 60% | @ | $2,100 | = | $31,500 |
| Fires | 5 | 60% | @ | $500 | = | $1,500 |
| Hazardous Conditions | 1 | 60% | @ | $700 | = | $420 |
| Special Rescue | 25 | 60% | @ | $400 | = | $6,000 |
| **SUBTOTAL COLLECTED** | | | | | | **$71,830** |

| | |
|---|---|
| **TOTAL RETURNED TO THE FIRE DEPARTMENT** (per year) | **$56,027** |

# Fire Recovery Forecast Comparable Cities

(Prevention & Mitigation)

## 2022 Fire Fees Collected

| Washington City | Brigham City | South Davis Metro |
|---|---|---|
| $187,423 | $56,034 | $42,361 |


Santa Clara-Ivins Fire Rescue Revenues Forecast
$600,000.00
$500,000.00
$400,000.00
$300,000.00
$200,000.00
$100,000.00
$0.00
$550,000.00
$330,000.00
$300,000.00
$0.00
$50,000.00
$0.00
EMS Services
Wildland
Fire Services (Mitigation & Prevention)
23_24 Budgeted
24_25 Proposed


Santa Clara-Ivins Fire Rescue Revenues Forecast
$1,000,000.00
$900,000.00
$800,000.00
$700,000.00
$600,000.00
$500,000.00
$400,000.00
$300,000.00
$200,000.00
$100,000.00
$0.00
$570K
$900,000.00
$330,000.00
Total Revenues
23_24 Budgeted
24_25 Proposed

Fire Recovery USA
Fire Billing Solutions

# Emergency Incident Recovery Forecast

**While we cannot make guarantees for cost recovery, the following is an estimated forecast.**

## Santa Clara Ivins Fire Rescue

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|---|---|---|---|---|---|---|
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| Special Rescue | 25 | 60% | @ | $400 | = | $6,000 |
| SUBTOTAL COLLECTED | | | | | | $71,830 |

| | |
|---|---|
| **TOTAL RETURNED TO THE FIRE DEPARTMENT** (per year) | **$56,027** |

***Emergency Incident Billing typically takes up to two years for a full "At Plan" ramp up, therefore be advised Year 1 revenue may be as much as 50% lower than the ongoing revenues.**

***This forecast is highly dependent on the client providing adequate billing data to enable us to meet our normal collection rates. This will be reinforced during training.**

***Landing Zones only applies to temporary Landing Zone creation.**

Based on Data from: 2022
Forecast Prepared on: 11/21/23

Fire Recovery USA
Fire Billing Solutions

www.firerecoveryusa.com

# Fire Recovery USA provides funds to fire departments through Cost Recovery.

## We Offer Three Main Cost Recovery Programs:

**iPad Inspection / Automated billing** - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments, have 24/7 live data reporting and the highest recovery rate in the industry.

**Self Inspection Program** - This revolutionary program provides the ability to have base level inspections for ALL businesses. It satisfies your responsibility to assure your businesses are safe. In a rotation with the full inspection above it provides the maximum ability to assure business compliance while supporting the costs of your inspection program. All with a flexible audit capability.

**Emergency Response Cost Recovery Program** - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.

**2271 Lava Ridge Court, STE 120**
**Roseville, CA 95661**

**Phone 888-640-7222**
**Fax 916-943-1661**

# Emergency Response Cost Recovery Program

Although billing for Fire Services sounds simple, how we generate our high recovery rate is very sophisticated. Some fire departments do perform in-house billing; unfortunately, they typically see a low recovery rate (between 10-15 percent). This low rate can be attributed to the fact that the typical fire department or city is not equipped in the field of fire service billing.

**Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events.** This is the highest recovery rate in our industry for all types of runs. So what makes us different?

We have several interesting techniques in our system including methods that we've developed during our years of billing experience that informs the responsible parties of their fiscal responsibilities. While this alone would guarantee us to equal or exceed our competitors; the real basis for our high recovery percentage is our ability to gather the necessary information to recover funds for a call that would otherwise be written off as unrecoverable by others.

What our clients really appreciate is our ability to track down the necessary information of those persons involved in the incidents. We require the least amount of information from the fire departments to create a bill (name of individual, car license number, and the name of the insurance carrier) - that's it! We have investigative techniques (both live and software-based) that allow us to find most of the necessary facts. We believe that this is our responsibility and not the fire departments'.

**Bottom line: if you employ our billing service, you will enjoy, not only our excellent customer service and training, but also be confident you have the highest recovery percentages possible.**

**There is no up-front cost to you as we only take a portion of the money we recover for you as our fee – there are no other costs to you whatsoever.**

## *Fire Recovery USA offers fund recovery to local fire departments for:*

- ***Motor Vehicle Incidents***
- ***Hazmat Clean-up***
- ***Vehicle Fires***
- ***Structure Fires***
- ***Special Rescues***
- ***Water Incidents***
- ***Fire Inspections***
- ***And More ...***

**www.firerecoveryusa.com**

# EMERGENCY RESPONSE RECOVERY

## How our system works.

### Prior to Billing

You pass ordinance that allows you to bill for various services you provide during an emergency incident. These can be all or some of the following: Motor Vehicle Incidents, which includes Accidents and Fires, Structure Fires, Marine and Water Incidents, Hazmat calls, False Alarms, Fire Investigations, and Special Rescue services.

### Billing Begins

***At The Scene of the Incident:*** Your personnel will either log the data from the incident using your existing system protocol, or via our paper-based "Incident Reports".

***Upon Return to the Station:*** We have the ability to harvest the billing data from many of today's most popular RMS Systems including, Firehouse, Zoll, Fire Programs, Emergency Reporting, ImageTrend, FDM, etc. If available for your RMS, our link will harvest the data information directly into our RecoveryHub site. If not, your designated personnel will submit the run using our secure RecoveryHub on-line system. When they log-on, RecoveryHub will recognize them and bring them right to your run submission page.

***After Submitting the Run:*** We go to work in claim recovery. By utilizing the advanced technology in RecoveryHub, we should be able to harvest the necessary billing data for most incidents without further contact with the client, depending on the quality of the information provided by your staff.

Virtually all of our interaction is with the at-fault individual and their insurance company. We will determine the existing claim number (or create a new claim with the insurance carrier), bill the individual and submit the claim to the insurance company, provide follow-up proof of laws, legal documents, and other information, and finally, recover the funds.

***Our Processing Center:*** After receiving the run, we assign it to a claim representative. Their job is to track down the individual and existing claim or create a claim with the appropriate insurance carriers and/or responsible parties. We work with the insurance companies involved and/or the police to determine who is responsible if necessary for payment.

Our Processing Center sends the initial claim to the responsible party and their insurance tracks the response(s) and begins to plan for approval of the claim. If initially denied, the claim then moves to our escalation team who responds to the reasons for the denial, provides the responsible party(s) of laws pertaining to the claim, and strategizes the most effective way to counter further denials of this claim. **Fire Recovery USA uses advanced methods resulting in a proven higher recovery percentage - over 90% of "fluid-based" MVA runs with hazardous materials spills and over 70% of all billable events.**

***Viewing or Printing Reports is Available 24/7:*** The main benefit of this program is our exclusive 24/7 "Real-Time" information and status access through our RecoveryHub website. You'll never again have to wait for your data or reports. You can access from virtually any computer, anywhere in the world.

The status of each run (Current or Archived) is available 24/7, online, on RecoveryHub. This will both provide immediate account information, but also allow you to forecast incoming funds and plan for their use.

## Payment of Runs

On or before the 7th of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

## GENERAL FIRE & EMS SERVICE FEES

### Standby & Unincorporated Response Fees (Does not include mitigation)

| | |
|---|---|
| Paramedic Ambulance (includes 1 EMT& 1 EMTA or Paramedic & Mileage) | $275.00 per hour |
| Paramedic Bike Team (includes 1 EMT& 1 EMTA or Paramedic) | $190.00 per hour |
| Engine Type I (includes 2 FF & Mileage) | $583.00 per hour |
| Additional Firefighter | $62.50 per hour |
| Brush Truck Type 6 (includes 2 FF & Mileage) | $172.00 per hour |
| Paramedic UTV (includes 1 EMT& 1 EMTA or Paramedic & Mileage) | $190.00 per hour |
| Rescue/Haz Mat Squad (includes 2 FF Mileage) | $381.00 per hour |
| Command Vehicle (Includes a Chief Officer response for command and control, incident accountability, reporting and resource management.) | $337.00 (per hour) |
| Fire Investigation (Including but not limited to Scene Safety, Investigation, Source Identification, K-9/Arson Dog Unit, Identification Equipment, Mobile Detection Unit, Fire Report The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.) | $300.00 per hour |
| Filming of Fire Engines (Includes 1 Fire Apparatus and up to 2 Fire Personnel) | $338.00 per hour |

### Unincorporated Response Mitigation Rates

| | |
|---|---|
| Consumable Supplies (Absorbent) | $50.00 (per 5 gallons) |
| Motor Vehicle Accident Level 1 (Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.) | $584.00 (per incident) |
| Motor Vehicle Accident Level 2 (Includes Level 1 services as well as clean up and material used (absorbents) for hazardous fluid clean up and disposal, including cleanup of any gasoline or other automotive fluids that are spilled because of the accident/incident.) | $667.00 (per incident) |
| Motor Vehicle Accident Level 3 (CAR FIRE - Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled because of the accident/incident.) | $813.00 (per incident) |
| Extrication (Includes heavy rescue tools, ropes, airbags, cribbing, etc. This charge will be added if extrication equipment is used for any reason. Charges will not be assessed at this level if the patient is simply unconscious, and the fire department is able to open the door to access the patient.) | $1757.00 (per incident) |
| Back Country or Special Rescue: Each incident will be billed with custom mitigation rates deemed usual and customary (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue product used. | $538.00 plus $66 per hour |
| Creating a Landing Zone (Any time a landing zone is created and/or is utilized to transport the patient(s), including multi-engine company response, mutual aid, helicopter, fixed wing.) | $537.00 (per incident) |
| Fire Suppression (Fire / Hazard Control This will be the most common "billing level". This occurs almost every time the fire department responds to a fire incident.) | $550.00 (per hour per apparatus) |
| Hazmat Response Level 1 (Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.) | $943.00 (per incident) |
| Hazmat Response Level 2 (Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air, and detection equipment. Set-up and removal of decontamination center.) | $3369.00 (per incident) |
| Hazmat Response Level 3 (Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment, and robot deployment. Set-up and removal of decontamination center, detection equipment, recovery, and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at the scene. | $7953.00 (per incident) |

### Ambulance Service Fees

| | |
|---|---|
| Ambulance transport fees, mileage rates, and surcharges for ambulance service provided by Santa Clara-Ivins Fire and Rescue shall be set at the maximum rates set forth in the Utah Administrative Rule R426-8-2 as authorized by Utah Code Section 26-8a-403. | A copy of the current authorized rate schedule shall be kept on file and available for public inspection at the Santa Clara-Ivins Fire Rescue administrative offices located at 2603 Santa Clara Drive. |

### EMS SUPER BILL

| Description | Price |
|---|---|
| AIRWAY - BVM | $122.00 |
| AIRWAY - NEBULIZER TREATMENT | $72.00 |
| AIRWAY - NPA | $7.00 |
| AIRWAY - ORAL | $7.00 |
| AIRWAY - PEEP | $39.00 |
| AIRWAY - SURGICAL CRIC | $400.00 |
| ALS1 PARAMEDIC EM | Set at the maxmimum allowable rate, as set by Department of Public Safety - EMS (bemsp.utah.gov) |
| ALS1 PARAMEDIC NON EM | |
| ALS2 PARAMEDIC EM | |
| AMB AEMT EMERGENCY | |
| AMB AEMT NON EM | |
| BANDAGING | $26.00 |
| BLOOD GLUCOSE MANAGEMENT | $10.00 |
| BURN CARE | $50.00 |
| CARDIOVERSION | $170.00 |
| C-COLLAR | $25.00 |
| CHEST SEAL (OCCLUSIVE DRESSING) | $120.00 |
| CHEST DECOMPRESSION | $200.00 |
| COLD PACK | $6.00 |
| CPR AUTOMATED | $50.00 |
| CPR MECHANICAL | $330.00 |
| DEFIBRILATION - AED | $75.00 |
| DEFIBRILATION - MANUAL | $210.00 |
| DISPOSABLE CARE | $112.00 |
| EKG 12 LEAD | $97.00 |
| EKG 4 LEAD MONITOR | $106.00 |
| ETCO2 MONITOR | $60.00 |
| EXTERNAL CARDIAC PACING | $320.00 |
| HEMOSTATIC AGENT | $52.00 |
| IGEL | $144.00 |
| INJECTIONS - IM/SQ | $6.00 |
| INTUBATION - NASAL | $100.00 |
| INTUBATION - ORAL | $25.00 |
| IRRIGATION | $28.00 |
| IV ADMINISTRATION/SET | $28.00 |
| IV BOLUS | $38.50 |
| MED ACETAMINOPHEN | $41.00 |
| MED ACTIVATED CHARCOAL | $64.00 |
| MED ADENOSINE | $126.00 |
| MED ALBUTEROL | $10.00 |
| MED AMIODARONE | $15.00 |
| MED ATROPINE | $112.00 |
| MED BABY ASPIRIN | $12.00 |
| MED CALCIUM CHLORIDE | $84.00 |
| MED DEXTROSE D10 | $104.00 |
| MED DEXTROSE D25 | $104.00 |
| MED DEXTROSE D50 | $104.00 |
| MED DIPHENHYDRAMINE | $12.00 |
| MED EPI INFUSION | $160.00 |
| MED EPI PUSH DOSE | $40.00 |
| MED EPINEPHRINE 1:10000 | $40.00 |
| MED EPINEPHRINE 1:1000 | $40.00 |
| MED FENTANYL | $12.00 |
| MED GLUCAGON | $850.00 |
| MED HALOPERIDOL | $20.00 |
| MED IBUPROFEN | $24.00 |
| MED IPTROPIUM BROMIDE | $8.00 |
| MED KETAMINE | $45.00 |
| MED LASIX | $28.00 |

| | |
|---|---|
| MED LIDOCAINE | $75.00 |
| MED LIDOCAINE INFUSION | $75.00 |
| MED MIDAZOLAM | $15.00 |
| MED MORPHINE | $12.00 |
| MED NALOXONE | $150.00 |
| MED NITROGLYCERIN | $12.00 |
| MED ONDANSETRON | $15.00 |
| MED ORAL GLUCOSE | $12.00 |
| MED PITOCIN | $48.00 |
| MED PROMETHAZINE | $15.00 |
| MED SODIUM BICARBONATE | $100.00 |
| MED TORDOL | $20.00 |
| MED TRANEXAMIC ACID (TXA) | $100.00 |
| MED VALIUM | $15.00 |
| MED VENTOLIN HFA INHALER (ALBUTEROL) | $100.00 |
| MILEAGE-AMBULANCE | Set at the maxmimum allowable rate, as set by Department of Public Safety - EMS |
| NEEDLE CRICOTHYROTOMY | $400.00 |
| NG TUBE | $20.00 |
| OB DELIVERY (OB KIT) | $50.00 |
| OROGASTRIC TUBE | $20.00 |
| O2 CPAP | $150.00 |
| O2 OXYGEN | $25.00 |
| PATIENT ASSIST | $265.00 |
| PATIENT RESTRAINT | $180.00 |
| PELVIC SLING SAM | $175.00 |
| PLEURAL DECOMPRESSION | $200.00 |
| RESQPOD | $400.00 |
| SPINAL IMMOBILIZATION | $46.00 |
| SPLINTING | $88.00 |
| SUCTION | $84.00 |
| TOURNIQUET | $100.00 |
| TRACTION SPLINT | $88.00 |
| VENOUS ACCESS - IO | $740.00 |
| VIDEO LARYNGOSCOPY | $125.00 |
| WARMING | $6.00 |
| TEMPERATURE | $3.00 |
| CONVENIENT PAYMENT FEE (for online bill pay with credit card) | $4.00 |
| PUBLIC EDUCATION FEES | |
| Advanced Cardiac Life Support (Initial Certification (16 hours) | $200.00 (Person) |
| Pediatric Cardiac Life Support (Initial Certification (16 hours) | $200.00 (Person) |
| Pediatric Cardiac Life Support Recertification or Hybrid (8 hours additional fee from AHA website) | $150.00 (Person) |
| Advanced Cardiac Life Support Recertification or Hybrid (8 hours additional fee from AHA website) | $150.00 (Person) |
| Heartsaver CPR/AED/First Aid (8-Hours) | $110.00 (Person) |
| Basic Life Support (4-Hours) | $65.00 (Person) |
| Stop the Bleed (Per Person) | $50.00 (Person) |
| Fire Extinguisher Training (Per Person) | $25.00 (Person) |
| Amateur (HAM) Radio Operators Class | $25.00 (Person) |
| Community Emergency Response Team (CERT) Class | $15.00 (Person) |
| FIRE PREVENTION FEE SCHEDULE | |
| False Alarms (in a 12-month period) | |
| The first three false alarms | No fee |
| Fourth response | $100.00 |
| Fifth response | $200.00 |
| Sixth or more responses | $300.00 each |
| Public school | $50.00 |
| Fire Sprinkler Systems Plan Review | |

| | |
|---|---|
| Plan Review (100 heads or fewer) | $126.00 per hour |
| Plan Review (101 – 199 heads) | $126.00 per hour |
| Plan Review (200 – 299 heads) | $126.00 per hour |
| Plan Review (over 300 heads) | $126.00 per hour |
| **Acceptance Testing** | |
| Underground Flush | $60.00 |
| Hydrostatic Testing for First 2 Tests | $60.00 |
| Acceptance Testing for First 2 Tests | $60.00 |
| Further Hydrostatic or Acceptance Tests | $60.00 each |
| Other Fire Protection Systems Additional Riser | $50.00 |
| Standpipe | $100.00 |
| **Fire Sprinkler Systems Plan Review – Remodel or Tenant Finish** | |
| Plan Review (fewer than 5 heads) | $65.00 |
| Plan Review (5 – 50 heads) | $126.00 |
| Plan Review (over 50 heads) | $126.00 per hour |
| **Fire Alarm Systems Plan Review** | |
| Plan Review New System | $126.00 per hour |
| Plan Review Remodel | $126.00 per hour |
| Plan Review Additional Floors | $126.00 per hour |
| Acceptance Testing for First Two Tests | $60.00 |
| Further Acceptance Tests | $60.00 each |
| **Commercial Hood Systems** | |
| Plan Review Fee (per hood) | $115.00 |
| Acceptance Testing for First Two Tests | $60.00 |
| Further Acceptance Tests | $60.00 each |
| **Fire Hydrant Installation and Testing** | |
| Underground Flush | $60.00 |
| Acceptance Testing for First 2 Tests | $60.00 |
| Fire Hydrant Flow Test | $60.00 for the first hour<br>$60.00 for each additional hour |
| **LPG Storage Tanks and Gas Systems** | |
| Plan Review (under 2,000 gallons) | $100.00 |
| Plan Review (over 2,000 gallons) | $175.00 |
| Under 500 Gallon Tank Inspection | $200.00 |
| 501 – 1,999 Gallons Private Use Inspection | $200.00 |
| 501 – 1,999 Gallons Retail Inspection | $215.00 |
| 2,000 – 3,999 Gallons Inspection | $215.00 |
| Over 4,000 Gallons Inspection | $265.00 |
| **Hazardous Materials Storage Annual Permit Fees** | |
| Minimal Storage | $80.00 |
| Hazardous Materials Storage | $165.00 |
| Hazardous Materials Dispensing | $215.00 |
| Hazardous Materials Manufacturing | $265.00 |
| Hazardous Materials Production | $265.00 |
| Hazardous Waste Production | $300.00 |
| Multiple Use Site | $315.00 |
| Per Project Inspection | $200.00 |
| **Liquid Storage Tank Installation and Closure Fees** | |
| Plan Review | $126.00 |
| Tank Fee under 500 Gallons Annual Permit | $115.00 |
| Tank Fee 501 – 1,000 Gallons Annual Permit | $165.00 |
| Tank Fee over 1,000 Gallons Annual Permit | $265.00 |
| Per Project Inspection | $200.00 |
| **Explosives and Blasting** | |
| Per Project Inspection | $200.00 |
| Annual Fee | $365.00 |
| **Compressed Gas Systems** | |
| Inspection Fee | $200.00 |
| **Annual Use Permits** | |
| Annual Operational Permit Fees Spray Booth | $165.00 |
| Annual Operational Permit Powder Coating | $165.00 |

| | |
|---|---|
| Annual Operational Permit Electrostatic Apparatus | $165.00 |
| Annual Operational Permit Dipping Tank | $165.00 per tank |
| Annual Operational Permit Amusement Building | $100.00 |
| Annual Operational Permit Combustible Fiber Storage | $75.00 |
| Annual Operational Permit Cutting and Welding | $75.00 |
| Annual Operational Permit Dry Cleaning Plant | $75.00 |
| Annual Operational Permit High-Piled Storage | $75.00 |
| Annual Operational Permit Industrial Ovens | $75.00 per oven |
| Annual Operational Permit LPG Dispensing | $75.00 |
| Annual Operational Permit Spray Booths for Auto Painting | $75.00 |
| Annual Operational Permit Lumber Yard | $75.00 |
| Annual Operational Permit Woodworking Plants | $75.00 |
| Annual Operational Permit Fireworks Sales | $275.00 per location |
| Annual Operational Permit Aviation Facilities | $60.00 per location |
| Annual Operational Permit Food Truck | $50.00 |
| Single Use Permits | |
| Fireworks Display – Ground | $125.00 |
| Aerial Fireworks Display under 250 Devices | $140.00 |
| Aerial Fireworks Display 250 Devices or More | $215.00 |
| Pyrotechnics, Other | $110.00 |
| Carnivals Less Than 10 Attractions | $60.00 |
| Carnivals 10 or More Attractions | $100.00 |
| Tent Between 200 and 2,000 Sq. Ft. | $60.00 |
| Tent More Than 2,000 Sq. Ft. | $100.00 |
| Canopy Between 400 and 2,000 Sq. Ft. | $60.00 |
| Canopy More Than 2,000 Sq. Ft. | $100.00 |
| Air Supported Structure | $100.00 |
| Hot Work Operations | $75.00 |
| Inspection and Enforcement Fees | |
| Fire Alarm Inspection | $135.00 |
| Fire Sprinkler Inspection | $135.00 |
| Fire Business Inspection | $135.00 |
| Final Inspection | $135.00 |
| Hood Inspection | $135.00 |
| Re-Inspection | $135.00 |
| Site Inspection | $135.00 |
| Each Additional Hour | $135.00 |
| Copy of Fire Report | $15.00 |
| Plan Review for Alarm Expedited | $252.00 per hour |
| Plan Review for Sprinkler System Expedited | $252.00 per hour |
| Stop Work Order | $100.00 |
| Installation without a Permit | Double fee plus $100.00 |
| After Hours Inspection | $75.00 per hour |
| Fire Watch | $75.00 per hour<br>$150.00 minimum |
| Plan Review for Sprinkler System Expedited | $314.00 per hour |
| Stop Work Order | $100.00 |
| Installation without a Permit | Double fee plus $100.00 |
| After Hours Inspection | $75.00 per hour |
| Fire Watch | $57.00 per hour<br>$150.00 minimum |

# SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2023 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC,** a California limited liability company ("Company"), and **Santa Clara Ivins Fire Rescue**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

## RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

## ARTICLE 1
## ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

## ARTICLE 2
## REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

## ARTICLE 3
## COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

(a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and

(b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

## ARTICLE 4
## GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

## ARTICLE 5
## COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

## ARTICLE 6
## OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

## ARTICLE 7
## CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

(a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and

(b) All other limitations as stated by the terms of this Agreement.

## ARTICLE 8
## TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

(a) Bankruptcy or insolvency of either party;

(b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

(a) Company's failure to complete the services specified in the Description of Services;

(b) Client's material breach of any representation, warranty or agreement contained in this Agreement;

(c) Company's material breach of any representation, warranty or agreement contained in this Agreement;

(d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of $250 annually or termination of the account.

## ARTICLE 9
## PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

## ARTICLE 10
## INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

## ARTICLE 11
## GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other that the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:
Santa Clara Ivins Fire Rescue
2603 Santa Clara Drive
Santa Clara, UT 84765

with a copy to:
_____
_____
_____
Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous

understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

*Signatures on following page:*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**COMPANY:**

**FIRE RECOVERY USA, LLC.**
**a California limited liability company**

Signature: _____

Name: M. Craig Nagler

Title: Manager

**CLIENT:**

**Santa Clara Ivins Fire Rescue**

Signature: _____

Name (printed): _____

Title: _____

## SCHEDULE A

## LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase by 7.1% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.

3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.

4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.

5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.

6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.

7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.

8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

## EXHIBIT A

## MITIGATION RATES

## BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

### MOTOR VEHICLE INCIDENTS

**Level 1 - $584.00**
Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

**Level 2 - $667.00**
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**Level 3 – CAR FIRE - $813.00**
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

### ADD-ON SERVICES:

**Extrication - $1,757.00**
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

**Creating a Landing Zone - $537.00**
Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus

products and equipment used.

**HAZMAT**

**Level 1 - $943.00**
**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

**Level 2 - $3,369.00**
**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

**Level 3 – $7,953.00**
**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ $381.00 per HAZMAT team.**

**FIRES**
**Assignment - $538.00 per hour, per engine / $673.00 per hour, per truck**

**Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

**ILLEGAL FIRES**
**Assignment - $538.00 per hour, per engine / $673.00 per hour, per truck**
When a fire is started by any person or persons that requires a fire department response during

a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

**WATER INCIDENTS**

**Level 1**
**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at $538 plus $66 per hour, per rescue person.**

**Level 2**
**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at $1,077 plus $66 per hour, per rescue person.**

**Level 3**
**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at $2,665 plus $66 per hour per rescue person, plus $134 per hour per HAZMAT team member.**

**Level 4**
**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

**BACK COUNTRY OR SPECIAL RESCUE**
**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed $538 plus $66 per hour, per rescue person. Additional rates of $538 per hour per response vehicle and $66 per hour per rescue person.**

**CHIEF RESPONSE**
This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at $337 per hour.**

**MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

**ADDITIONAL TIME ON-SCENE** (for all levels of service)
Engine billed at $538 per hour.
Truck billed at $673 per hour.
Miscellaneous equipment billed at $404.

**MITIGATION RATE NOTES**
The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

**15.20.010: ADOPTION:**

The Fire Chief or designee responsible for fire code enforcement, shall use and adopt the ~~2018~~ current edition of the International Fire Code (IFC) as adopted by the State of Utah Legislature. This includes appendices A-N as recommended by the Western Fire Chiefs Association and the International Code Council, and printed as a code in book form, copies of which have been and are now filed in the office of the city recorder for the use and examination by the public; be and is hereby adopted as the fire code of the city of Santa Clara, for the purpose of prescribing regulations governing conditions hazardous to life and protecting property from fire or explosion; and as adopted and amended by the state of Utah, together with amendments thereto in the future made by the state as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsequent sections of this chapter. (Ord. 2022-24: Ord. 2014-05)

**15.20.060: ~~NEW MATERIALS, PROCESSES OR OCCUPANCIES WHICH MAY REQUIRE PERMITS~~ FIRE PREVENTION PROCESSES REQUIRING PERMIT FEE(S):**

The building inspector and the ~~chief of the bureau of fire prevention~~Fire Marshall ~~,~~ shall act as a committee to determine and specify~~, after giving affected persons an opportunity to be heard,~~ any new materials, processes, or occupancies, which shall require permit~~s~~ fees in addition to those now enumerated in the fire code. ~~The chief of the bureau of fire prevention shall post such list in a conspicuous place in his or her office and distribute copies thereof to interested persons.~~ By Resolution, the City of Santa Clara adopted the Santa Clara-Ivins Fire Rescue Prevention Fees Schedule. A copy of the City of Santa Clara-Ivins Fire Rescue fees schedule will be available upon request. (Ord. 2022-24: Prior code § 10-159)

**2.28.140: SANTA CLARA-IVINS FIRE RESCUE GENERAL FIRE, STANDBY FEES & AMBULANCE BILLING RATES**

Collection of fees, costs, expenses, and all other charges for fire, emergency, rescue, EMS, and other similar services rendered by the city.

(a) Finding of fact. The Santa Clara-Ivins Fires Rescue General Fire, Standby Fees & Ambulance Billing Rates are set as per: Utah Administrative Rule R426-8-2 as authorized by Utah Code Section 26-8a-403, adopted SCIFRU Super Bill, average "billing levels" typical for incident responses established by Fire Recovery USA & the International Fire Code (IFC).

By Utah Code 11-48-103, municipalities & counties shall ensure an adequate level of 911 ambulance services are provided or contract to provide 911 ambulance service to:

i) provide 911 ambulance services to any proximate county, municipal corporation, emergency medical service special service district, private corporation, nonprofit corporation, state agency, or federal agency;

(ii) receive 911 ambulance services from any contiguous county, municipal corporation, emergency medical service special service district, private corporation, nonprofit corporation, state agency, or federal agency;

(iii) jointly provide 911 ambulance services with any contiguous county, municipal corporation, emergency medical service special service district, private corporation, nonprofit corporation, state agency, or federal agency; or

(iv) contribute toward the support of 911 ambulance services in any contiguous county, municipal corporation, emergency medical service special service district, private corporation, nonprofit corporation, state agency, or federal agency in return for 911 ambulance services.

(b) The Santa Clara-Ivins Fire Rescue General Fire, Standby Fees & Ambulance Billing Rates fee policy is hereby found to be true and correct and is hereby adopted by the city council and made a part hereof for all purposes as findings of fact.

(c) Collection. Fees, costs, expenses, and all other similar charges incurred by the city in rendering fire, emergency, rescue, and other similar services shall be subject to collection by the city.

(d) Parties subject to collection. All persons or entities having received the services and all persons or entities responsible for payment of the services shall be subject to collection by the city.

(e) Methods of collection. The city shall undertake collection against any person or entity receiving or responsible for the services or shall contract for the collection with a third party as adopted by the city council.

DRAFT

*Mayor*
*Rick Rosenberg*

*City Manager*
*Brock Jacobsen*

CITY OF
SANTA CLARA
FOUNDED 1854

*City Council*
*Denny Drake*
*Leina Mathis*
*Ben Shakespeare*
*Jarett Waite*
*Christa Hinton*

# CITY COUNCIL

**Meeting Date:** 20/Dec/23 **Agenda Item: 2**

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**Applicant:** Andrew Parker, Fire Chief **Requested by:** Andrew Parker

**Subject:** Ambulance Medical Billing Contract Discussion

**Description:**

Santa Clara-Ivins Fire Rescue's medical billing contract with MEDUSA expires on January 28th, 2024, allowing the opportunity to consider other billing agreement contractors. MEDUSA's performance metrics & procedures support the need to consider alternative EMS billing partners. After a thorough review of alternatives, it is recommended the city contract with Gold Cross Services. The proposed agreement will include a finance percentage change on collected revenues from 4.95% to 5.5%.

**Recommendation:** Discussion

**Attachments:** Yes

**Cost:** N/A

**Legal Approval:** Yes

**Finance Approval:** Yes

**Budget Approval:** N/A

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*2603 Santa Clara Drive, Santa Clara, Utah 84765*
*Phone (435) 673-6712 Fax (435) 628-7338*

**Santa Clara-Ivins Fire Rescue**

Ambulance Medical Billing
Contract Overview

12-20-2023

# MED USA AGREEMENT

- Initial effective date of agreement January 28th, 2020
- 3-year agreement term & annual after
- Fee 4.95% of the total sum of all monies collected during the cal. Year
- The agreement terminates in 90 days upon written notification

# GOLD CROSS AGREEMENT

- Proposed effective date of agreement January 29th, 2024
- 4-year agreement term & annual after
- Fee 5.5% of the total sum of all monies collected during the cal. Year
- The agreement terminates in 90 days upon written notification

## MED USA SERVICES



Delivers statements, past-due notices & pursues collections using a 3rd party



Provider provides patient documentation and billing records manually *can take up to 3.5 weeks

## GOLD CROSS SERVICES



Delivers statements, past-due notices & attempts to pursues collections in-house



Provider electronically transmits patient documentation and information immediately



Bills for non-emergency standby services

# Current User of Gold Cross Services

- Hurricane Valley Fire District
- American Fork City
- Manti City
- Unified Fire Authority
- Ephraim City
- City of West Jordan
- Spanish Fork City
- Pleasant Grove Fire
- Provo City
- Weber Fire District
- Draper City
- Lehi City
- Murray City
- Mapleton City
- Sandy City
- Juab County
- Riverdale City
- Lone Peak Fire
- South Jordan City
- North Fork Fire District
- Hildale-Colorado City Fire
- Logan City
- Cedar Mountain Fire District
- South Ogden City
- City of Orem
- Park City
- Bluffdale City
- Daggett County
- Springville Fire & Recue
- North Summit Fire District
- South Davis Metro Fire
- West Valley City Fire

# EMS BILLING DATA

| | Gold Cross Services | | MED USA |
|---|---|---|---|
| Number of Transports | 1038 | 750 | 750 |
| Gross Charges | $ 1,665,483.46 | $ 1,239,918.00 | $ 1,239,918.00 |
| Amount Collected | $ 816,261.64 | $ 607,559.82 | $ 305,419.00 |
| Write-offs | $ 580,430.40 | | $ 892,742.00 |
| Gross Collection Rate | 49% | | 25% |
| Average Reimbursemnet per Transport | $ 786.00 | $ 810.00 | $ 407.00 |

| PAYOR MIX | | | |
|---|---|---|---|
| Medicare | 30.06% | Commercial | 23% |
| Medicaid | 15.13% | BCBS | 3% |
| Veterans | 0.29% | Medicare | 38% |
| Fixed | 45.48% | Tricare | 1% |
| Insurance | 44.89% | Medicaid | 7% |
| Un-Insured | 9.63% | Humana | 3% |
| Non-Fixed | 54.52% | Self Pay | 19% |
| | 100% | Select | 5% |
| | | United | 1% |
| | | | 100% |

# EXECUTIVE SUMMARY

Gold Cross is a locally owned Utah corporation with over 54 years of experience billing and collecting ambulance transportation and fire department claims in Utah. Our competent and professional patient account representatives handle over One hundred Sixteen Thousand (116,000) claims annually. In 2022, we processed over Two Hundred Forty-four million ($244,000,000.00) dollars in ambulance transports. We did this while achieving a high degree of accuracy and customer satisfaction. We are committed to providing this same level of customer service to the Santa Clara-Ivins Fire & Rescue.

Our people make the difference. We understand the current EMS market and payor mix for ambulance services. We have an extensive database that we refer to often in assisting us to assure we have the correct billing information on previously served clients. Our knowledgeable and experienced billing representatives are current on all federal and state regulations regarding ambulance billing practices.

We believe that it is more effective to help people through the insurance claims process than it is to pressure them to pay the bill first, and then seek reimbursement from their insurance company. Our practice is to bill every insurance company that will allow us to bill them, both primary and secondary, and then work with the patient or responsible party on any balance due.

Our process works! Because we operate an ambulance service, we understand the importance of revenue growth and the necessary elements needed to collect every dollar we can. Those entities that we provide ambulance and fire billing and collection services have seen an increase in collections rates, a substantial growth in revenue and a quicker turnaround in cash received. Let us share our vast experience with your district.

We are excited to offer our time proven billing system to the Santa Clara-Ivins Fire & Rescue. We feel you will achieve a high level of success while maintaining good relations with your customers. Prior to making your important decision, we invite you to come to our facility for a site visit and allow us the opportunity to introduce you to the people and infrastructure that will be used to service your accounts.

As an added convenience to your patients, Gold Cross Billing has recently implemented a new patient portal. This secure web portal allows patients access to their ambulance account 24 hours a day 7 days a week. It gives the patient the ability to update demographic information, check current balances, update insurance information, upload pertinent documents, and make a payment or set up a payment plan.

We hereby declare that this proposal is being submitted without collusion with any other person or entity submitting a proposal or with any employee or representative of the Santa Clara-Ivins Fire & Rescue.

## Organizational Information

Gold Cross Services Inc. is a locally owned Utah Corporation founded in 1968 by R. Gene Moffitt. Since our inception, we have focused on serving the community, promoting health and safety, and meeting the individual needs of our customers.

Gold Cross Services, Inc. has over 54 years of experience billing and collecting ambulance and fire service accounts in Utah. We have over 30 years of experience performing these same services for other Utah ambulance and fire service agencies.

Gold Cross has the experience of billing and collecting ambulance transports throughout the State of Utah for over 54 years. Our experience with these accounts allows us more efficient collection efforts since we may already have some of your customers' information on file from previous contact with them. We have built relationships with many communities throughout Utah and have a great understanding of the needs and demographics of the population.

## Collection Rates

We understand the outside influences on collections rates. It is easy to quote a collection rate, but it is another to understand what goes into collections and deliver a superior return on all billing accounts.

When comparing the collection rates of various vendors of ambulance billing services, it is very important to understand vendors may differ in the method of calculating their collection rates.

One method of calculating collection rates is what we will call Method 1. In Method 1 the amount collected (3) is divided by the gross charges (1) this equals a gross collection rate. (See chart on following page for actual data.) Another method is what we will call Method 2. In this method the amount collected (3) is now divided by the net charges (2) this equals a net collection rate.

Net charges are the amount remaining after Medicare, Medicaid and Veterans apply their federal fee schedules which is significantly less than the State approved ambulance rates.

For example: 75-year-old Medicare Patient

| | |
|---|---|
| Ambulance Charge | $1500 |
| Medicare Fee schedule applied | $ 400 (net charge) |
| Remaining Balance | $1100 |

The remaining one thousand one hundred ($1100) dollars must be written off as a Federal or State mandated discount. Similar regulations also apply to Medicaid and Veterans.

The collection rate for the Fire Department may differ from those shown below, due to the payor mix of those transported. If the percentage of the patients transported on Medicare, Medicaid, and certain other insurance companies is higher or lower in the Santa Clara-Ivins Fire & Rescue than the companies shown; your collection rate could vary.

Here are Gold Cross' actual collection rates using both methods for the following billing customers represented by Company A, B and C as shown below:

| | Company A* | Company B* | Company C* |
|---|---|---|---|
| Number of Transports | 1,656 | 3,403 | 1,038 |
| Gross Charges **(1)** | $ 2,940,021.84 | $ 5,771,641.53 | $ 1,665,483.46 |
| Net Charges **(2)** | $ 2,002,212.65 | $ 3,415,819.56 | $ 1,103,016.75 |
| Amount Collected **(3)** | $(1,559,359.69) | $(2,546,614.21) | $(816,261.64) |
| Write-offs | $ (401,786.68) | $ (765,544.28) | $ (268,791.42) |
| Adjustments (Finance Charges) | $ 34,540.40 | $ 35,265.29 | $ 23,384.00 |
| Gross Collection Rate (Method 1) | 53.04% | 44.12% | 49.01% |
| Net Collection Rate (Method 2) | 77.88% | 74.55% | 74.00% |
| **Average Reimbursement per transport** | **$941** | **$748** | **$786** |
| **Payor Mix** | | | |
| Medicare | 25.18% | 44.08% | 30.06% |
| Medicaid | 12.74% | 11.20% | 15.13% |
| Veterans | 0.54% | 1.67% | 0.29% |
| Fixed | 38.47% | 56.95% | 45.48% |
| Insurance | 51.15% | 35.06% | 44.89% |
| Un-insured | 10.39% | 7.99% | 9.63% |
| Non-Fixed | 61.53% | 43.05% | 54.52% |
| | 100.00% | 100.00% | 100.00% |

**Company names have been withheld to protect the financial information of our billing clients.*

## Insurance Coverage

Gold Cross has well established safety protocols and procedures to maintain a safe and appropriate work environment for our employees and visitors. The following is a list of our insurance coverage that meet or exceed the Fire Departments' requirements.

- Worker's Compensation Fund of Utah (Industrial)
- American Alternative Insurance Company (Commercial General Liability)
- American Alternative Insurance Company (Professional Liability)
- Continental Insurance Company-CNA Insurance (Crime Coverage)
- Continental Insurance Company-CNA Insurance (Cyber Coverage)

## Description of Services Provided

With more than 54 years of medical billing experience, Gold Cross has pioneered our proprietary billing software that is easily customized and adaptable to integrate with our client's chosen electronic Patient Care Report (ePCR) software. Gold Cross has successfully integrated with several ePCR programs such as, ImageTrend, Zoll RescueNet, ESO Solutions, Firehouse, and the State of Utah Data Repository. We are currently integrated with both ESO and ImageTrend ePCR software and can accept an electronic billing file from the Fire Department without modification to our billing and collection software.

Gold Cross, as the billing agent for the Fire Department, will provide billing and collection services for emergency medical transport services, Hazmat and standby events as directed by the Fire Department. Gold Cross will provide any forms necessary to capture patient information such as Physician Certification Statement (PCS), Charity forms, HIPAA forms, and Hazmat incident forms. At the outset, the Fire Department shall provide in writing a list of base rates, mileage rates, surcharges, and all other charges it intends Gold Cross to utilize when billing for transportation, disposable supplies, and other items. The monthly reports provided to the Fire Department by Gold Cross will create an audit system that allows the Fire Department oversight of their billed ambulance accounts.

After completion of the ePCR, all data related to the ePCR will be transmitted to Gold Cross via an electronic interface system. On a daily basis, Gold Cross will receive transport information and supporting documentation from the Fire Department and confirm receipt of that documentation. Gold Cross will guarantee that daily claim filings will be processed and entered into an electronic medical records billing system.

The Fire Department will be responsible for the preparation, accuracy, and submission of all necessary documentation for Gold Cross to complete the billing function. Our experience has shown that collection rates increase dramatically when the data we receive from on-scene crews is clear and concise. Receiving accurate data allows us to bill quicker and collect these accounts faster. The Fire Department assumes the responsibility for the accuracy of information forwarded to Gold Cross. The Fire Department understands that the documentation must comply with the Centers for Medicare and Medicaid Services (CMS) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) rules and regulations in effect at the time the ambulance transport is completed.

Prior to the month's end, any supporting documents, outside of the electronic data prepared by the Fire Department, will be submitted to Gold Cross offices for storage and auditing purposes, and will remain the property of the Fire Department. Gold Cross will prepare all invoices and follow-up mailings in sealed postage paid envelopes. All mailings will include local and toll-free (800) telephone numbers with language translation services at no additional costs to the Fire Department.

## Pricing

The monthly fee charged to the Santa Clara-Ivins Fire & Rescue for these products and services will be **5.5%** of the total sum of all net collections (after refunds) on a monthly basis. **All contingency fees are inclusive of our proposed price for services. There are no additional costs to the Santa Clara-Ivins Fire & Rescue outside of Gold Cross' proposed monthly fee.** All efforts and costs to collect on an ambulance account will not require the Santa Clara-Ivins Fire & Rescue to reimburse Gold Cross for any additional costs that it may accrue during the contract period.

Gold Cross will submit an invoice for services along with supporting documentation showing the total deposited amounts and refunds from the previous month to the Santa Clara-Ivins Fire & Rescue. This invoice will be due upon receipt and is payable by either check or EFT, whichever is more convenient for the Santa Clara-Ivins Fire & Rescue.

## Monthly Reports

Gold Cross will provide the Fire Department with monthly management level reports that will include but are not limited to, monthly totals, year to date totals, and aging accounts. Gold Cross will customize these reports to meet the needs of the Fire Department. These reports could be sent via hard copy, email, fax, or by any means deemed appropriate by the Fire Department.

## Description of Billing Process

Gold Cross will follow at minimum the following billing schedule:

**Initial Invoice** - Within three (3) business days of receipt of the completed ePCR, an initial invoice or a Health Care Financing Administration (HCFA) form will be sent to the patient or responsible party. Our system utilizes HCPCS and ICD-10 codes to maximize the payment from insurers. Where appropriate, Gold Cross will bill and/or re-bill, private insurance, supplemental insurance, secondary insurance and worker's compensation carriers according to specific requirements. Gold Cross has the capability of sending medical claims electronically to all participating insurance carriers. Gold Cross can also receive payments and explanation of benefits (EOB) electronically from all participating insurance carriers. This capability greatly reduces the amount of time it takes to receive and post payments.

**Statement** -Within thirty (30) business days of receipt of the completed ePCR, Gold Cross will send out statements showing outstanding balances due. Gold Cross will also use a variety of letters and phone calls to gain additional information or follow-up to secure insurance payment on behalf of the Fire Department and to remind the patients of their bill. Gold Cross will contact patients by phone whose accounts are forty-five (45) days past due to make payment arrangements. Gold Cross can send these monthly statements and letters using our in-house mailing and postage machines. These services will come at no additional cost to the Fire Department.

**Past Due Statement** -Thirty (30) days following initial statement, Gold Cross will send a past due statement. During this period, Gold Cross will also use a variety of letters and phone calls to remind the patients of their bill. Gold Cross will follow up on billings to Medicare, Medicaid, insurance companies, other third-party payors and/or patients in accordance with the CMS and HIPAA rules and regulations in effect at the time the ambulance transport is completed.

Gold Cross can set up automatic withdrawals from the patients checking/savings account or credit card (Standard credit card processing fees will apply to the Fire Department). This can be done through a check by phone or by having a set amount withdrawn each month until the bill is satisfied. Once these funds are collected through the Federal Reserve the funds will be automatically deposited into the Fire Department 's bank account.

**Final Demand** - Twenty (20) days following the past due statement, both verbal and written contact will be accomplished by aggressively utilizing a proven system of billing, collection, phone calls, letters, and notices.

Gold Cross has a dedicated department that specializes in the collections of accounts that are 90 days or older. A list of unpaid accounts older than 180 days will be provided to the Fire Department for their decision on whether to write off the account or pursue further collection action. Our 54 years of billing experience shows there may be times when a "charitable write-off" may need to occur. Gold Cross will provide these applications and coordinate communication between us, the responsible party (patient) and the Fire Department.

Gold Cross will receive and post payments for the Fire Department. The receipts will be deposited on a daily basis. These deposits will be made to an established account in the name of the Fire Department with a bank or financial institution of the Fire Department's choice.

Gold Cross can arrange for the Fire Department to accept VISA, MasterCard, Discover Card and American Express credit cards as an alternate method for payment of ambulance services (Standard credit card processing fees will apply to the Fire Department). The Fire Department's customers also can pay their ambulance bill via a secure web interface.

In the event an account is overpaid by the patient or insurance provider, a credit balance will be shown on the account. Gold Cross will submit to the Fire Department a list of such occurrences.

For more than 52 years, Gold Cross has used a time-tested system of checks and balances when submitting bills and posting payments for our customers to ensure the highest reimbursement. This process ensures the accuracy and integrity of our ambulance bills.

All ePCR's and supporting documentation of the Fire Department will be held in the offices of Gold Cross and shall be open for review by the Fire Department in either a hard copy or an electronic format during normal business hours. Gold Cross will collect, process and file all billing record requests upon obtaining and properly recording any appropriate release forms.

## Customer Relations

Customer service is a priority at Gold Cross. Each account is handled in the most professional manner. All Gold Cross representatives are trained in how to handle difficult situations with customers. As the billing agent for the Fire Department, Gold Cross will establish a liaison between our office and the Fire Department. Any questions or concerns brought forth by a customer will be handled in the most judicial manner by our customer service team. If the situation cannot be handled at that level, the Gold Cross liaison will be brought in to handle the matter further. If the situation still cannot be resolved, the Gold Cross liaison will contact the Fire Department liaison for further assistance or instruction. Most situations will be resolved at the lowest level possible.

## Gold Cross Services Inc. Staff

Gold Cross owns and operates the largest EMS medical billing center in Utah devoted solely to accounting functions. Our staff includes over thirty (30) account representatives, two (2) members of the collections department and two (2) support staff. We have over 54 years experience with ambulance billing services and are a Utah registered corporation. We have been in Salt Lake City since 1968.

Gold Cross has an established billing office located at:

1717 South Redwood Road
Salt Lake City, Utah 84104

We will work with the Santa Clara-Ivins Fire & Rescue on a personal basis to assist with fee schedules, policies and procedures relating to ambulance billing and collection. Gold Cross will meet with the Santa Clara-Ivins Fire & Rescue administration on as needed basis. These meetings between Tyler Peterson of Gold Cross and the fire administration can be invaluable to both agencies in coordinating collection efforts and responding to the needs of each agency.

Our success in maintaining our client's highest satisfaction has resulted from our regular phone calls and face to face meetings; complete billing transparency and open accounting practices; a concerted effort to remain current on all federal and state billing regulations; and an outstanding working relationship with all our clients.

Let us introduce you to some of our staff;

R. Gene Moffitt, Chairman of the Board and CEO
Mr. Moffitt founded Gold Cross Ambulance in 1968. His over 54 years of experience includes extensive periods of direct involvement in ambulance service billing and collection. In 2000, Mr. Moffitt was nationally recognized with the J. Walter Schaefer Memorial Award for Excellence and in 2013 was presented the Lifetime Achievement Award for his long-term commitment to the American Ambulance Association.

Michael S. Moffitt, President
Mr. Moffitt has been with the company for over 40 years and is currently President of Gold Cross Services, Inc. He is a member of the Utah State EMS committee appointed by Governor Leavitt in 2002, and the American Ambulance Association Ethics Committee. He is a graduate of the Ambulance Service Management Institute.

Tyler Peterson, Director of Billing Services
Tyler joined Gold Cross in July 1991. He started as a bill collector then moved to customer service representative, accounts payable manager, assistant office manager and now currently serves as the Director of Billing Services. Tyler earned an Associates of Science from Salt Lake Community College in June of 1998. He graduated from the University of Utah with a bachelor's degree in Business Management. He completed the American Ambulance Association Management Training Institute Ambulance Service Management Program in October of 2002.

Christine Lance, Accounts Receivable Team Lead
Christine joined Gold Cross in March 1996. She started as a customer service representative and account collector. She moved to accounts receivable in 1998 and posted cash payments for the next 14 years. She is a valuable asset to Gold Cross with her vast knowledge and experience.

Erica Slagowski, Account Representative
Erica joined Gold Cross in January of 2008 as an Accounts Representative. Her responsibilities include billing, collections, customer service and specializing in Medicare billing. Erica is currently the liaison for the City of West Jordan Fire Department, South Davis Metro Fire, Pleasant Grove City Fire Department, Spanish Fork City Ambulance, Bluffdale City Fire Department, Weber Fire District, Manti Ambulance Association and Ephraim Ambulance Association.

Kristy Conger, Account Representative
Kristy has worked in the billing department since August 1995. Her responsibilities include billing, collections, customer service and specializing in Medicare billing. She is current with all Medicare billing regulations. She oversees the billing for other

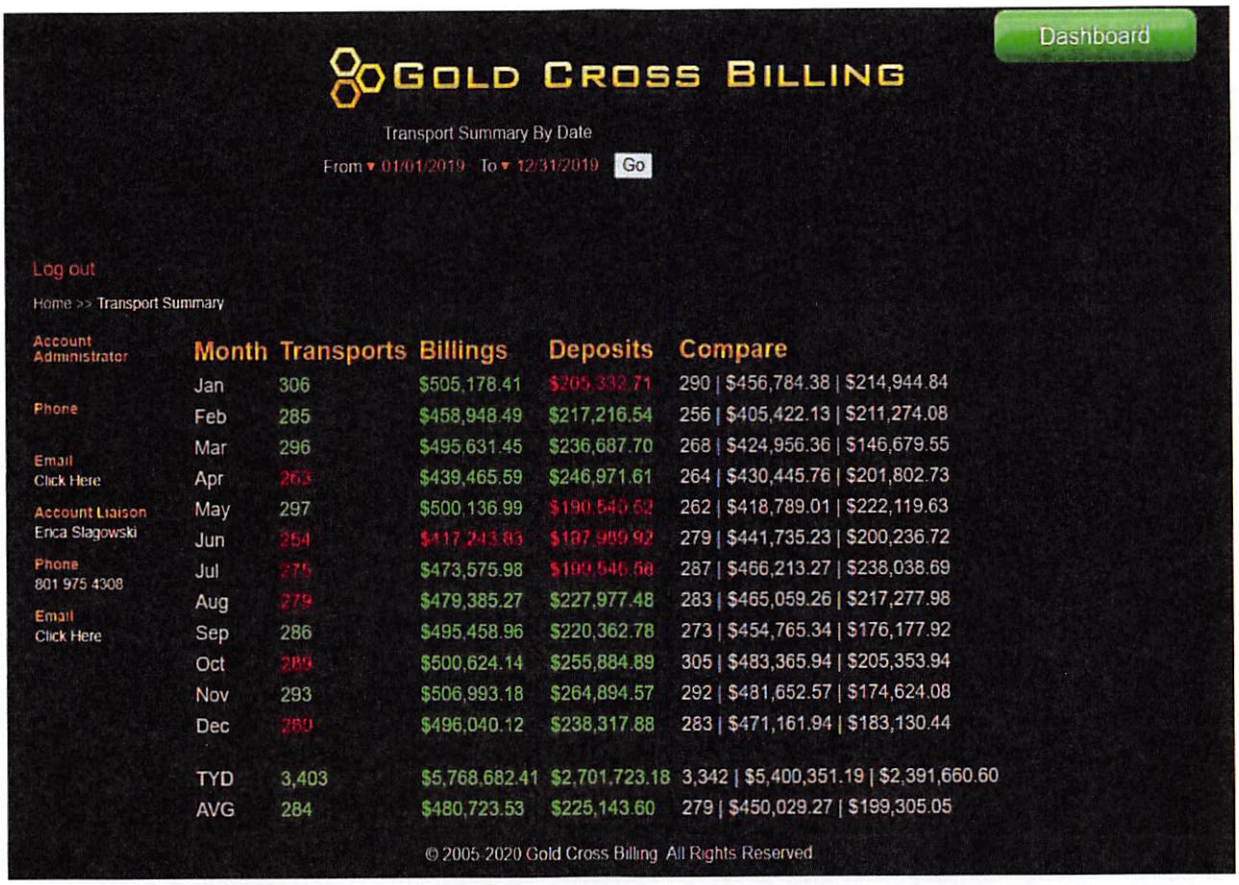
ambulance services. Kristy is currently the liaison for Provo City Fire Department and West Valley City Fire Department.

Jeri Drury, Accounts Receivable
Jeri has been employed by Gold Cross since 2014. Her responsibilities include formulating deposits and posting payments for billing clients of Gold Cross Services, Inc. including Murray City Fire Department, Sandy City Fire Department, and West Valley City Fire Department.

## Service Enhancements

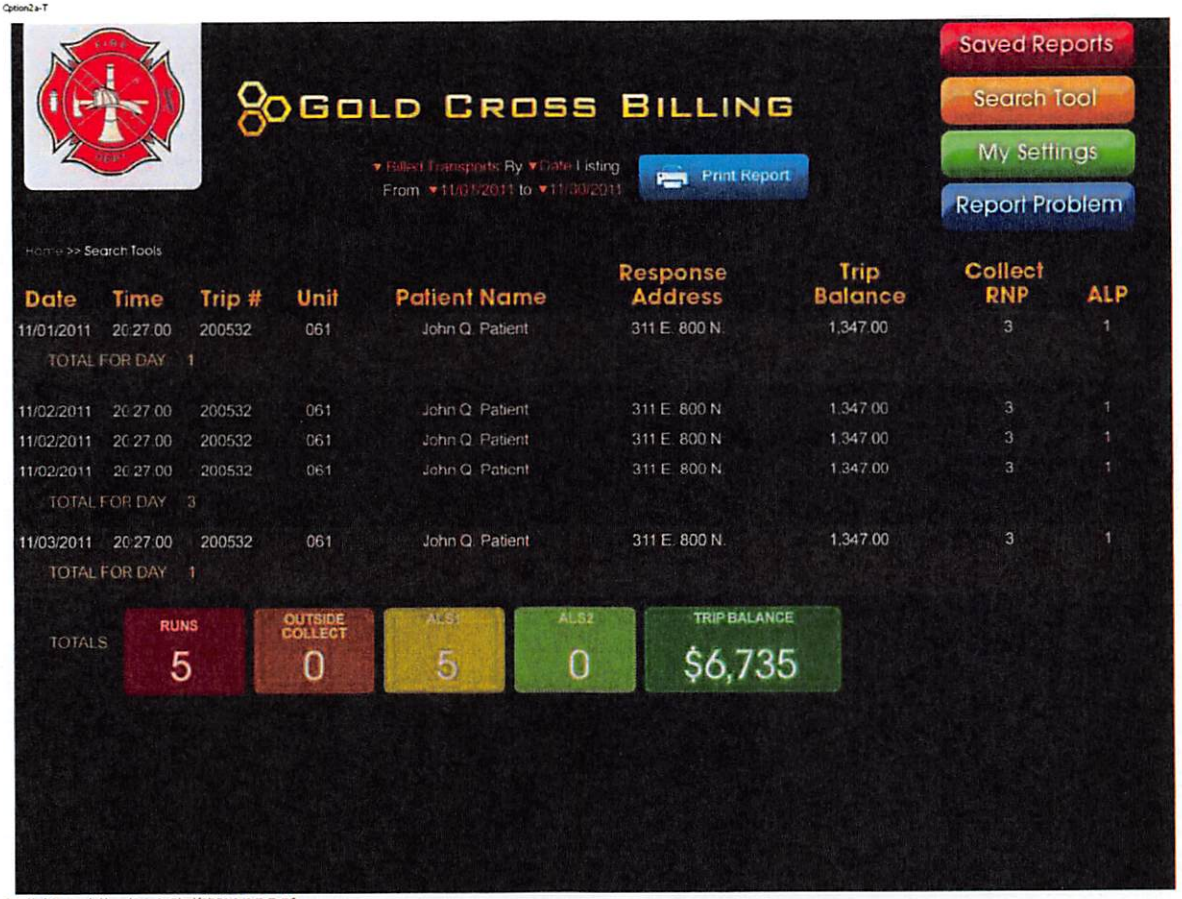
Gold Cross Billing has implemented a secure website for their billing clients providing them with complete online access to our database. This secure website shows current day-to-day collection efforts and provides our clients with the convenience of generating and printing personalized reports in their office. We created this secure website to provide complete transparency into our billing process.

We have included screenshots of the website. This website provides information daily and is up to the previous 24 hours.



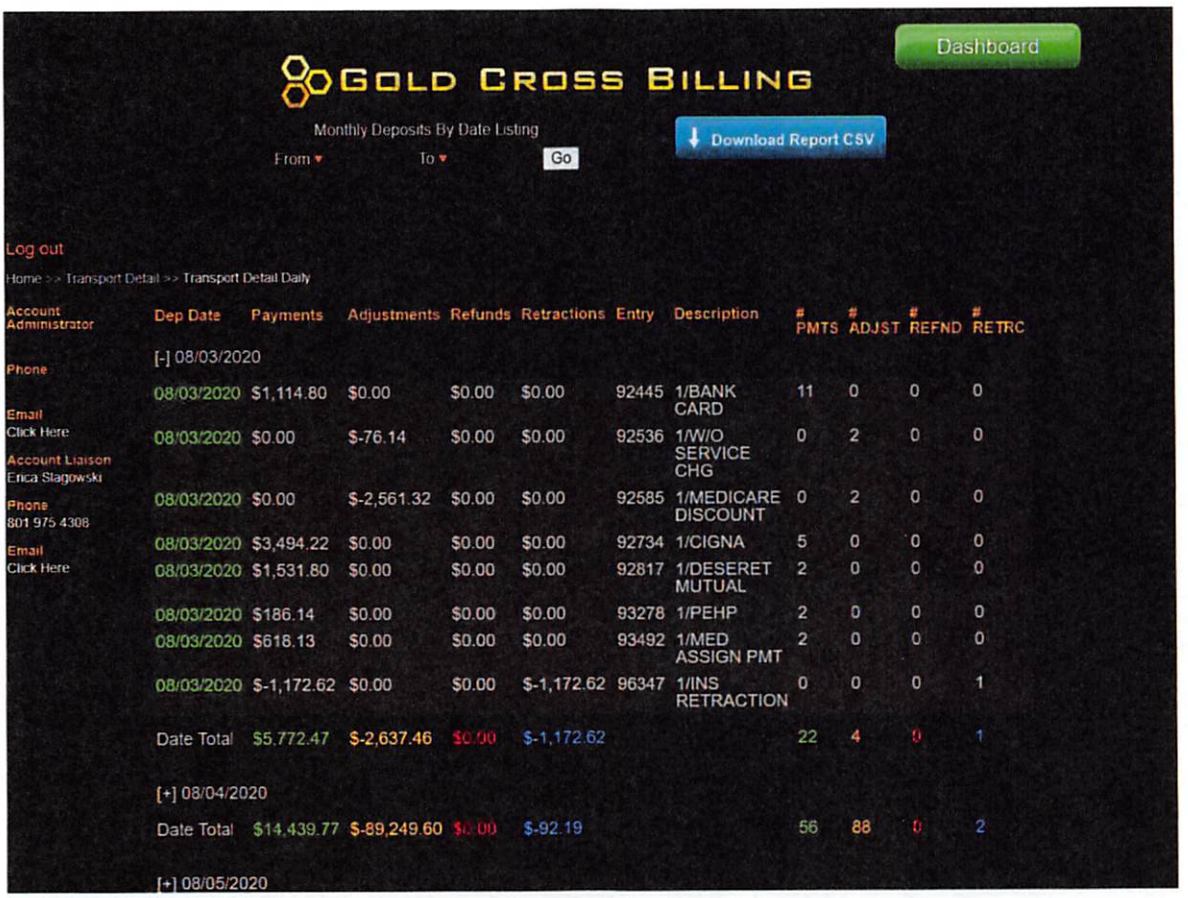

The above sample screen shows the number of transports billed up to the current date along with the associated billed dollars and the total amount of payments received. This screen also provides prior month and year-to-date comparisons.

Option2a-T




http://webdesign.gs/goldcross/Option2a-T.html [3/2/2012 10:03:52 AM]

This sample screen reflects the details of individual transports billed up to current for the previous 24 hours.



Dashboard

GOLD CROSS BILLING

Monthly Deposits By Date Listing

Download Report CSV

From ▾ To ▾ Go

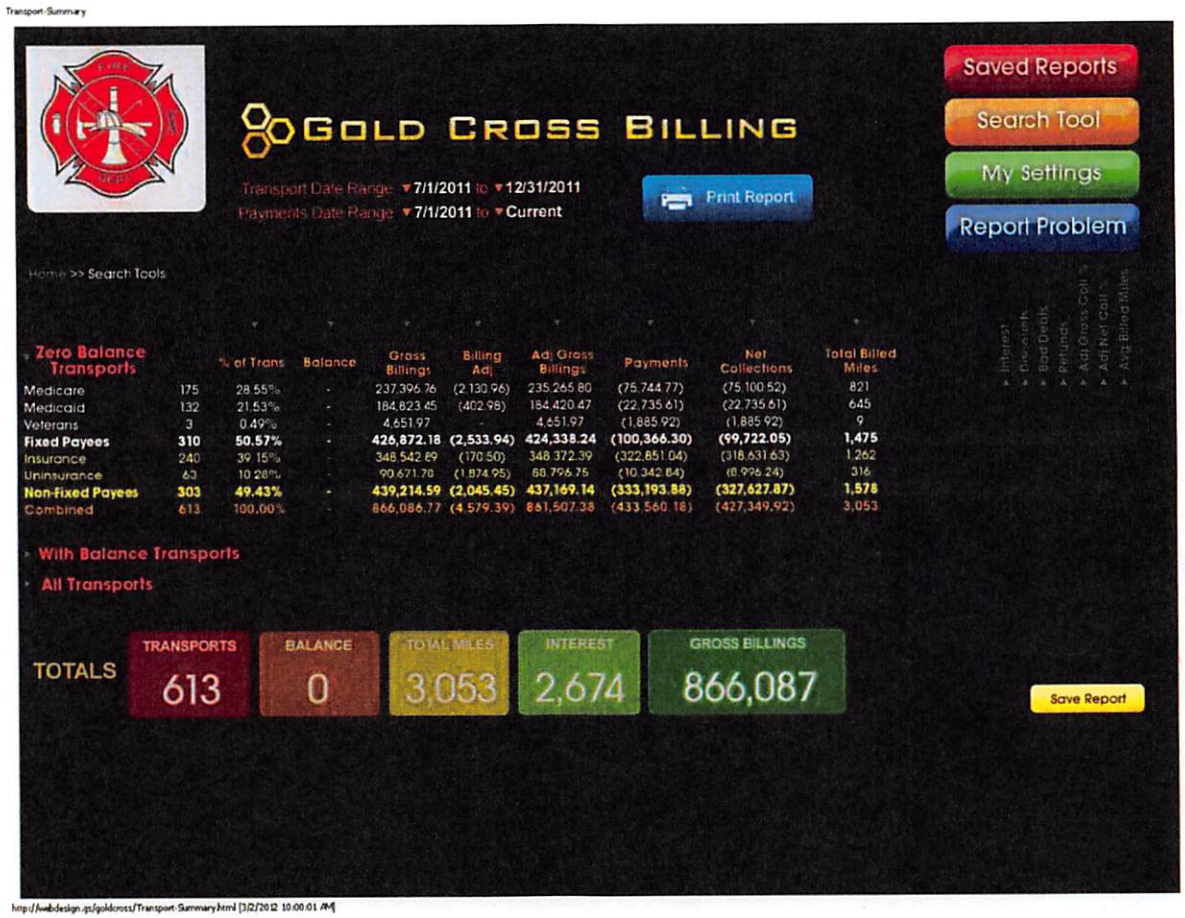
Log out

Home >> Transport Detail >> Transport Detail Daily

Account Administrator
Phone
Email
Click Here
Account Liaison
Erica Slagowski
Phone
801 975 4308
Email
Click Here

| Dep Date | Payments | Adjustments | Refunds | Retractions | Entry | Description | # PMTS | # ADJST | # REFND | # RETRC |
|---|---|---|---|---|---|---|---|---|---|---|
| [-] 08/03/2020 | | | | | | | | | | |
| 08/03/2020 | $1,114.80 | $0.00 | $0.00 | $0.00 | 92445 | 1/BANK CARD | 11 | 0 | 0 | 0 |
| 08/03/2020 | $0.00 | $-76.14 | $0.00 | $0.00 | 92536 | 1/W/O SERVICE CHG | 0 | 2 | 0 | 0 |
| 08/03/2020 | $0.00 | $-2,561.32 | $0.00 | $0.00 | 92585 | 1/MEDICARE DISCOUNT | 0 | 2 | 0 | 0 |
| 08/03/2020 | $3,494.22 | $0.00 | $0.00 | $0.00 | 92734 | 1/CIGNA | 5 | 0 | 0 | 0 |
| 08/03/2020 | $1,531.80 | $0.00 | $0.00 | $0.00 | 92817 | 1/DESERET MUTUAL | 2 | 0 | 0 | 0 |
| 08/03/2020 | $186.14 | $0.00 | $0.00 | $0.00 | 93278 | 1/PEHP | 2 | 0 | 0 | 0 |
| 08/03/2020 | $618.13 | $0.00 | $0.00 | $0.00 | 93492 | 1/MED ASSIGN PMT | 2 | 0 | 0 | 0 |
| 08/03/2020 | $-1,172.62 | $0.00 | $0.00 | $-1,172.62 | 96347 | 1/INS RETRACTION | 0 | 0 | 0 | 1 |
| Date Total | $5,772.47 | $-2,637.46 | $0.00 | $-1,172.62 | | | 22 | 4 | 0 | 1 |
| [+] 08/04/2020 | | | | | | | | | | |
| Date Total | $14,439.77 | $-89,249.60 | $0.00 | $-92.19 | | | 56 | 88 | 0 | 2 |
| [+] 08/05/2020 | | | | | | | | | | |

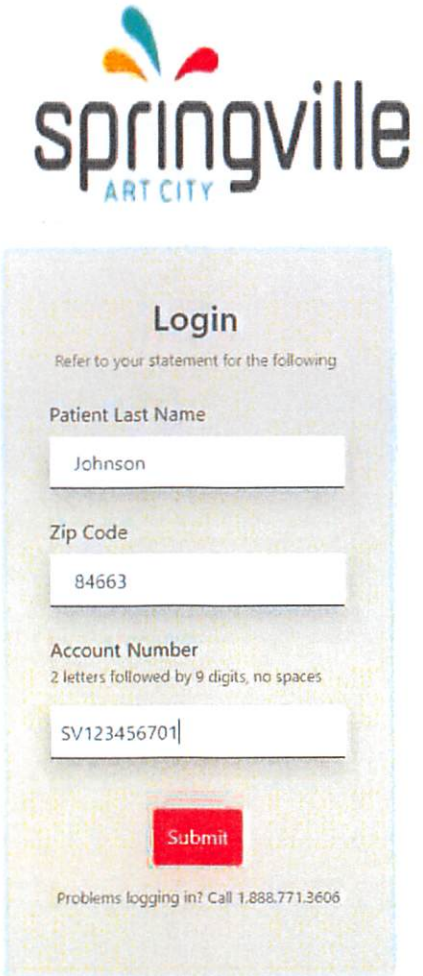
This sample screen reflects further details of the payments received as shown on the initial screen.




This sample screen reflects a report that could be generated by the Santa Clara-Ivins Fire & Rescue to receive up to date collection data on their accounts.

# Secure Patient Portal

Here is the login page to our secure patient portal. Patients will utilize their last name, zip code, and Santa Clara-Ivins Fire & Rescue account number assigned by Gold Cross to login to their account. Please note the logo shown below would be replaced with a Santa Clair-Ivins Fire & Rescue logo.



GOLD CROSS SERVICES INC.
Serving Utah Since 1968

Once securely logged into the patient portal the patient will have the option to update demographic and insurance information, pay their bill, and upload any documents to assist in the billing and collection process. No other Utah based ambulance billing service provides this level of access to your patients. Please note the logo shown below would be replaced with a Santa Clair-Ivins Fire & Rescue logo.

springville
ART CITY

Welcome JACOB to Department patient portal

**Patient Info**
Have you moved? Changed your name?
Update your patient information

**Insurance Info**
Add your primary, and optionally your secondary insurance information

**Pay Bill**
Pay online.

**Emergency Contact**
Add your emergency contact

**Employer Info**
Add your Employer information

**Documents**
Upload Patient Information

Sign out

Privacy Notice

Product Version: 1.3.20.4722
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GODADDY VERIFIED & SECURED VERIFY SECURITY

# References

American Fork City Ambulance
P.O. Box 400
American Fork, Utah 84003
Aaron Brems, Chief
801-763-3045
Email: abrems@afcity.net

Ephraim Ambulance Association
44 West Center St.
Ephraim, Utah 84627
Christi Johnson, President
435-851-1737
Email: christi@epambulance.org

Pleasant Grove Fire Department
70 South 100 East
Pleasant Grove, Utah 84062
Andrew Engemann, Chief
385-248-0071
Email: aengemann@pgcity.org

South Davis Metro Fire Service Area
255 South 100 West
Bountiful, Utah 84010
Dane Stone, Chief
801-677-2400
Email: dstone@sdmetrofire.org

Daggett County Ambulance
95 North 100 West
Manila, Utah 84046
Jeanette Hileman, EMS Director
307-371-4712
Email: jhileman@daggettcounty.org

Draper City Fire Department
780 E 12300 S
Draper, Utah 84020
Clint Smith, Chief
801-576-6582
Email: clint.smith@draper.ut.us

Manti City Ambulance
50 South Main
Manti, Utah 84642
Michelle Francks, Treasurer
435-835-4631
Email: michellefrancks@yahoo.com

City of West Jordan
7602 Jordan Landing
West Jordan, Utah 84088
Derek Maxfield, Fire Chief
801-260-7300
Email: derek.maxfield@wjordan.com

Provo City Corporation
351 West Center Street
Provo, Utah 84601
Jeremy Headman, Chief
801-852-6332
Email: jheadman@provo.utah.gov

West Valley City Fire Department
3600 South Constitution Blvd.
West Valley City, Utah 84119
John Evans, Chief
801-963-3336
Email: john.evans@wvc-ut.gov

Lehi City Corporation
153 North 100 East
Lehi, Utah 84043
Jeremy Craft, Chief
801-768-7130
Email: jcraft@lehi-ut.gov

Mapleton City EMS
125 W 400 N
Mapleton, Utah 84664
Nick Glasgow, Fire Chief
801-806-9142
Email: nglasgow@mapleton.org

Unified Fire Authority
3380 South 900 West
Salt Lake City, Utah 84119
Kate Turnbaugh, Senior Accountant
385-468-9063
Email: kturnbaugh@ufa-slco.org

Spanish Fork City Ambulance
775 North Main Street
Spanish Fork, Utah 64660
Jordan Hales, Treasurer
801-804-4522
Email: jhales@spanishfork.org

Weber Fire District
2023 West 1300 North
Farr West City, Utah 84404
Paul Sullivan, Chief
801-782-3582
Email: psullivan@weberfd.com

Bluffdale City Fire Department
14350 South 2200 West
Bluffdale, Utah 84065
Matt Evans, Chief
801-254-2200
Email: maevans@bluffdale.com

Murray City Corporation
5025 South State Street
Murray, Utah 84107
Joey Mittelman, Chief
801-264-2780
Email: jmittelman@murray.utah.gov

Sandy City Corporation
10000 Centennial Parkway
Sandy, Utah 84070
Jeff Bassett, Fire Chief
801-568-2936
Email: jbassett@sandy.utah.gov

Juab County EMS
160 N Main Street
Nephi, Utah 84648
Mika Sperry, EMS Director
801-372-2206
Email: mikas@co.juab.ut.us

South Jordan Fire Department
10655 S Redwood Road
South Jordan, Utah 84095
Ryan Lessner, Deputy Chief
801-254-0948
Email: rlessner@sjc.ut.gov

Logan City Fire Department
76 East 200 North
Logan, Utah 84321
Nate Thompson, Chief
435-716-9517
Email: nate.thompson@loganutah.org

City of Orem Fire Department
95 East Center Street
Orem, Utah 84057
Marc Sanderson, Chief
801-229-7327
Email: mrsanderson@orem.org

North Summit Fire District
87 E Center Street
Coalville Utah 84017
Benjamin Nelson, Fire Chief
435-336-2221
Email:bnelson@norhtsummitfire.org

Riverdale City Fire Department
4334 Parker Drive
Riverdale, Utah 84405
Jared Sholly, Chief
801-394-7481
Email: jsholly@riverdalecity.com

North Fork Special Service District
RR 3 Box B1 Sundance
Provo, Utah 84604
Dave Marsella, Chief
801-225-7263
Email: firechief@nffsd.org

Cedar Mountain Fire Protection District
HC 82 Box 1084
Duck Creek Village, Utah 84762
Forrest Barnard, Fire Chief
435-682-3225
Email: forrest.barnard@cmfpd.com

Park City Ambulance
736 Bitner Road
Park City Utah 84098
Ashley Lewis- Battalion Chief
435-940-2503
Email : alewis@pcfd.org

Hurricane Valley Fire SSD
202 E State St
Hurricane Utah 84737
Joe Decker, Fire Chief
435-635-9562
Email: jdecker@hvfssd.org

Lone Peak Fire District
5582 Parkway West Drive
Highland, Utah 84003
Brian Patten, Chief
801-763-5365
Email: bpatten@lonepeakfire.com

Hildale-Colorado City Fire Department
P.O. Box 841588
Hildale, Utah 84784
Kevin Barlow, Fire Chief
928-875-2400
Email: kevinb@hccfd.org

South Ogden Fire Department
3950 S. Adams Ave
South Ogden, Utah 84403
Cameron West, Chief
801-622-2752
Email: cwest@southogdencity.gov

Springville Fire & Rescue
110 S Main Street
Springville, Utah 84663
Henry Clinton, Fire Chief
702-686-5545
hclinton@springville.org

**Fire Chief** Andrew Parker
**Santa Clara City Manager** Brock Jacobsen | **Ivins City Manager** Dale Coulam

SANTA CLARA - IVINS FIRE & RESCUE

2603 Santa Clara Dr. Santa Clara, UT 84765
435.673.6712 Ext. 300 | www.scifire.us

To: Chief Parker

From: Ryan Moore, EMS Director

Date: 11/16/2023

Re: EMS Medical Billing

I have performed a review of our current medical billing company, MedUSA, to other billing companies across the country. I recommend switching to Gold Cross Services after researching available information and discussions with other transport agencies across the state of Utah.

Currently, with MedUSA, we are performing most of the front-end work. This has caused up to a 3-week delay in sending the information for MedUSA to perform the coding and billing. The front-end work consists of obtaining patient billing information and missing demographics from the hospital networks we transport to. After transport to the hospital, I must submit an email to the hospital network with the patient's admission number, full name, date of birth, date of service, and incident number. The network takes up to 72 hours to provide this information once they have received the request. If the information is requested on a Friday, the information is typically released on Monday unless it is a holiday. Once obtained, each file needs to be attached to the corresponding patient care chart, and missing information typed into the care chart. I have requested MedUSA to take over this aspect and was denied. MedUSA requires this information from us prior to moving forward. Getting the requests out in a timely manner can also be delayed due to operational duties and calls for service. If MedUSA is unable to collect a payment, the information is sent to another third-party, collection, company. This collection company, AMS, then requests from me additional information. When AMS requests information, it is through different Gmail accounts and individuals. AMS has high turnover rates in staffing and does not have a consistent contact person. Due to HIPPA Compliance and scam potentials, I then need to contact AMS via telephone to confirm the request is valid and the individual is a current employee.

Gold Cross Services removes the need for me, or an agency designee, to obtain the information from the hospitals. Once our patient care chart is completed, Gold Cross Services takes over and collects all the information needed from the hospital networks. This removes the delays, such as operational duties, from our end and speeds up the cost recovery process. From discussions with various billing companies, the sooner we can bill typically increases the likelihood of approved payments from insurance companies. This also benefits the community we serve in any payment differentials they might need to pay.

After talking to EMS administrators across Utah about the medical billing companies they utilize, the majority have switched to Gold Cross Services. Several have used MedUSA prior to switching. Hurricane Valley Fire, Gold Cross Ambulance, and Hildale Fire use Gold Cross Services for all their medical billing aspects. Hurricane Valley Fire switched from MedUSA to Gold Cross Services in August 2023. Their agency stated an increase in returns for cost recovery after their transition. Other Utah agencies, such as Park City, also transitioned from MedUSA to Gold Cross Services and are reporting the same information when contacted via telephone.

# Med USA Master Services Agreement

This Med USA Master Services Agreement (the "Agreement") is made and entered into by and between Med Am International, LLC, a Utah limited liability company, dba Med USA ("Med USA") and Santa Clara Ivins Fire & Rescue, who/which is a City, organized (if applicable) under the laws of the state of Utah, the business address of which is 2603 Santa Clara Dr, Santa Clara UT, 84765 ("Provider").

Provider is a duly licensed and fully authorized provider of medical services. Provider desires to retain Med USA to obtain a license to access and use the Licensed Program, Database and Documentation, and if applicable, provide billing services and related services, and Med USA desires to provide such license and services to Provider, in accordance with and subject to the terms and provisions set forth in this Agreement.

In exchange for good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, Med USA and Provider agree as follows:

1. License Grant. Med USA agrees to grant to Provider, and End Users, a license to access and use the Licensed Program, Database, and Documentation in accordance with the terms of an end user license agreement provided by Med USA ("EULA"). No End User that is not an approved End User may access or use the Licensed Program, Database, or Documentation and no End User may access or use the Licensed Program, Database, or Documentation prior to accepting the terms and conditions of the EULA. Notwithstanding anything to the contrary in this Agreement, Licensed Program shall include the following, but only the following components of the Licensed Program which have been acknowledged by Med USA and Provider initialing the appropriate lines:

X Practice Management System ~~Electronic Health Record ("EHR")~~

2. Services Provided. During the term of this Agreement and, unless earlier terminated as provided in this Agreement, Med USA shall provide the following services, as such services may be changed from time to time upon written agreement of both parties to add, remove, change, or otherwise modify the services ("Premium Services"):

a. Provide monthly management reports regarding Provider's Accounts Receivable.

b. When all applicable Provider Content has been delivered to Med USA, deliver patient statements and past-due notices by mail to patients;

c. When all applicable Provider Content has been delivered to Med USA, file insurance claims by electronic submission and/or mailing, as appropriate, and pursue collection and payment of the applicable Accounts Receivable.

d. If note is entered by Provider, enter the information, but not providing coding services, which is provided by Provider into the Database;

e. Receive payments from insurers and patients;

f. Enter payment details into the Database;

g. Deposit payments into the Bank Account; and

h. Document scanning and storage.

i. Follow up on billing statements and insurance claims;

j. Answer patient inquiries regarding their accounts;

k. Identify and advise Provider of Refundable Amounts due, where appropriate;

l. Where and when agreed, facilitate outside collection services.

m. Credentialing Services, if Med USA provides Credentialing Services under the terms of the Terms and Conditions.

3. Fees. In consideration for the Premium Services, and if applicable, Additional Services, provided, Provider agrees to pay to Med USA all fees identified in this Agreement, including the following (all such fees are cumulative) ("Fees"):

a. As a minimum fee, an amount equal to the greater of (a) $1,250.00; or (b) an amount equal to Four and Ninety-Five Hundredths Percent (4.95%) percent of the total sum of all monies collected during the previous calendar month for Medical Services regardless of when and by whom the monies are collected and received.

b. For Premium Services, an amount equal to all expenses incurred by Med USA in providing Premium Services during the preceding month in accordance with the amounts set forth below. Such expenses shall include, but are not necessarily limited to, the following:

i. Patient statements at the cost of - (Current postage rate) times the number of patient statements generated monthly

ii. Past due notices at the cost of - (Current postage rate) times the number of past due notices generated monthly

iii. United States Postal Service national change of address updates and forwards: $0.50 per update

~~iv. Automated appointment reminder phone system: $0.15 per call~~

~~c. For EHR, if applicable, the following: $300 per provider per month~~

d. All costs and expenses incurred by Med USA on behalf of Provider together with a handling/administration fee as agreed upon by Provider and Med USA; and

e. All other additional charges for Premium Services as Additional Services pursuant to the Master Services Agreement as agreed upon by Provider and Med USA.

4. Termination. In the event this Agreement or the Premium Services are terminated, unless such termination is for a Material Breach or a Material Change, at Provider's option and after written notice to Med USA, Med USA shall continue to perform the Premium Services, at the rates set forth in this Agreement, plus four percent (4.0%) of such rates, for a period of ninety days (the "Wind Down Period") after the date upon which termination occurs. During the Wind Down Period, the provisions of the Agreement relating to exclusivity shall terminate, but the relevant provisions of the Agreement shall continue in effect. Upon expiration of this Agreement, this Agreement, except for provisions which expressly survive termination, shall terminate.

5. Term of Agreement. The term of this Agreement shall commence on the Effective Date, and, unless earlier terminated as provided in the Agreement, continue for a period of three (3) years (the "Initial Term"). The term of this

Agreement shall automatically renew for one (1) year terms upon the expiration of the Initial Term, and each subsequent renewal term, and continue thereafter until terminated.

6. Standard Terms and Conditions. Provider acknowledges that it has read and understands, and agrees to and accepts all of the Med USA standard terms and conditions set forth at https://medusarcm.com/terms-conditions/ ("Terms and Conditions"), and agrees and acknowledges that all such terms and conditions are incorporated by reference into and are a part of this Agreement. All references to the Agreement or this Agreement shall mean this Agreement and the Terms and Conditions.

7. Defined Terms. Capitalized terms not defined in this Agreement shall have the meanings given them in the Terms and Conditions.

8. Notices. Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight courier service, to the appropriate party at the following addresses:

If to Med USA:
Med USA
P.O. Box 708064
Sandy, UT 84070
Attention: Mike A. Siaperas

With a copy to:
John Rees Law, PLLC
PO Box 712117
Salt Lake City, UT 84171

If to Provider:
Santa Clara City
2603 Santa Clara Dr.
Santa Clara, UT 84765
Attention: Debbie Bannon

These addresses may be changed from time to time by written notice to the other party.

9. Addresses for Invoices. All invoices delivered by Med USA to Provider shall be delivered to Provider at the following addresses:

Name: Debbie Bannon

Title: Accountant III

Email: dbannon@sccity.org

Phone#: 435-673-6712; ext 206

Mailing Address:

Address: 2603 Santa Clara Dr.

City: Santa Clara

State: UT

Zip: 84765

Physical Address (if different than mailing)

Address: _____

City: _____

State: _____

Zip: _____

10. EULA. By entering into the MSA, Provider agrees to and accepts all of the terms of the EULA as if Provider were an End User. All terms and conditions of the EULA shall be binding on Provider.

11. Counterparts; Digital Execution. This Agreement may be executed in two or more identical counterparts, each of which will be deemed an original, and all of which together shall constitute one and the same instrument. Each of the parties to this Agreement expressly agrees that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means, pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 and following, and the applicable Uniform Electronic Transactions Act, as amended or substituted. An electronic signature shall have the same effect as an ink signature, and the enforceability of this Agreement shall not be affected because it has been signed electronically or digitally. The person signing this Agreement by electronic means is the person represented as the signer of this Agreement, and he or she has full power and authority to electronically sign this Agreement.

12. Effective Date. The effective date of this Agreement shall be the date set forth on the signature page ("Effective Date").

Dated effective January, 28th, 2020.

MED AM INTERNATIONAL, LLC, dba Med USA

By_____

Name _____

Title _____

PROVIDER

By _____

Name Brock Jacobsen

Title City Manager

# BILLING SERVICES AGREEMENT

This Billing Services Agreement (this "Agreement") is entered into by and between Gold Cross Services, Inc., a Utah corporation doing business as Gold Cross Billing Services ("Gold Cross"), and Santa Clara-Ivins Fire & Rescue, a government entity of the State of Utah ("Customer"), effective as of January 29, 2024 (the "Effective Date").

## RECITALS

A. Gold Cross is in the business of providing billing and account receivable collection services to ambulance transport service providers in the State of Utah.

B. Customer provides ambulance transport services, pursuant to one or more licenses issued by the Bureau of Emergency Medical Services of the State of Utah.

C. Gold Cross desires to provide certain billing and accounts receivable services for Customer, and Customer desires to engage Gold Cross to provide such services.

## AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. Subject to the terms and conditions of this Agreement, Customer hereby authorizes and engages Gold Cross to perform, and Gold Cross hereby agrees to provide for the benefit of Customer, billing and account receivable collection services described on the attached Schedule A (collectively, the "Services"). During the Term of this Agreement, the Customer shall not engage any other individual or entity for the provision of the Services. Notwithstanding any other provision contained herein, Gold Cross shall have the right to enter into one or more agreements with other ambulance service providers for the same or similar services as are covered by this Agreement.

2. Compensation. In consideration of the Services provided to Customer by Gold Cross, Customer agrees to pay Gold Cross the following compensation:

(a) 5.5% (Five and a half percent) of the total dollar value of the amounts billed and collected for Customer by Gold Cross pursuant to this Agreement each month, less any refunds of overpayments by payors.
(b) For transports received from the Customers prior Billing Agent the cost to collect on these transports (January 28, 2023 and prior) is 15% (Fifteen percent) of the total dollar value of the amounts billed and collected for Customer by Gold Cross pursuant to this Agreement each month, less any refunds of overpayments by payors.

3. Indemnification. Customer acknowledges and agrees that Gold Cross will rely on the information submitted by Customer for use in the billing process, and Customer agrees to

indemnify and hold harmless Gold Cross for any cause of action, damages, attorneys' fees or expenses related to any legal claims that may arise out of any erroneous information provided to Gold Cross by Customer. Without limiting the foregoing, each party will indemnify, defend and hold harmless the other party and its members, managers, officers, directors, shareholders, employees, and agents from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, solely arising from the acts of gross negligence or willful misconduct of the indemnifying party or its officers, directors, shareholders, employees, and agents.

4. Insurance Coverage. Gold Cross shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance, including blanket contractual liability insurance, automobile insurance, and completed operations insurance coverages with minimum limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate. In addition, Gold Cross agrees to obtain and maintain (or otherwise provide proof of such coverage) professional liability insurance for the Services with minimum limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate. Upon request, the parties agree to furnish to each other appropriate certificates of insurance.

5. Initial Term and Extensions. Gold Cross agrees to provide the Services, as described herein, for a period of four (4) years commencing as of the Effective Date. This Agreement shall automatically renew for successive renewal terms of one year each, unless (a) one party gives the other party written notice that the Agreement will not renew, at least thirty (30) days prior to the end of the then-current term, or (b) this Agreement is otherwise terminated under the terms hereof.

6. Termination. Either party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event that the other party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within five (5) business days of receipt of notice from the non-breaching party. Gold Cross may, for any reason, terminate this Agreement upon ninety (90) days written notice to Customer. If this Agreement is terminated as provided herein, Gold Cross shall calculate and invoice Customer on the basis of actual Services performed, as described herein, and Customer shall promptly pay such invoice.

7. Public Officers' and Employees' Ethics Act. Gold Cross represents that it has not: (a) provided an illegal gift of payoff to any of Customer's officers or employees or former officers or employees, or his or her relatives or business entities; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (c) knowingly influenced any of Customer's officers or employees or former officers or employees to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

8. Notice. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed or

mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section 8, (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, (b) if delivered by facsimile, will be deemed given when confirmed, and (c) if delivered by mail in the manner described above, will be deemed given on the date received by the recipient as reflected on the return receipt. All notices shall be directed to the parties hereto as follows:

For the Customer:

Santa Clara-Ivins Fire & Rescue
Address:
Fax:
Tel:
Attention:

For Gold Cross:

Gold Cross Services, Inc.
1717 South Redwood Road
Salt Lake City, UT 84104-5110
Fax: (801) 975-4373
Tel: (801) 520-9532
gmoffitt@goldcrosservices.com
mmoffitt@goldcrosservices.com

9. No Third Party Rights. Gold Cross's obligations under this Agreement are solely to Customer, and Customer's obligations under this Agreement are solely to Gold Cross. This Agreement shall confer no third party rights whatsoever.

10. Entire Agreement. This Agreement and the schedules and exhibits attached hereto constitute the entire agreement between the parties on the subject matter covered herein. The parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

11. Independent Contractor. Nothing contained in this Agreement shall be construed as establishing a partnership, employment, or joint venture relationship between Customer and Gold Cross. Gold Cross will at all times be deemed to be an independent contractor of Customer, and neither party's employees or agents will be regarded as employees of the other party.

12. Waivers and Amendments. No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein

contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Agreement may only be amended in writing signed by each of the parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

13. Severability. If any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

14. Force Majeure. Any delay in or failure of performance of the Services shall not constitute a default hereunder if and to the extent such delay or failure of performance is caused by occurrences beyond the reasonable control of Gold Cross or the agents of Gold Cross providing such Services, including acts of God or the public enemy; compliance with any order or request of any governmental authority; acts of war, riots or strikes or other concerted acts of personnel; network failures or failures in communications; or any other causes beyond the reasonable control of Gold Cross or agent of Gold Cross providing such Services, whether or not of the same class or kind as those specifically identified above; provided that Gold Cross must (a) promptly notify Customer in writing and furnish all relevant information concerning the event of force majeure; (b) use reasonable efforts to avoid or remove the cause of nonperformance; and (c) proceed to perform its obligations when such cause is removed.

15. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

17. Choice of Law. The interpretation of this Agreement and any dispute concerning its provisions shall be governed by the laws of the State of Utah.

18. Confidentiality. The parties shall maintain the confidentiality of patient medical records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and system, reimbursement schedules, contracts, business plans and such other business records is proprietary and confidential. Each party agrees to hold such information in strict confidence and not to disclose or make available such information to any third party, except as required by law. This provision shall survive any termination of this Agreement.

19. Assignment. This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, Gold Cross shall have the right to assign or

otherwise transfer its interest under this Agreement to any "related entity." For the purposes of this section, a related entity shall be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of the Gold Cross assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Gold Cross. Any assignment to a related entity shall not require the consent or approval of Customer in order to be effective.

20. Authority. The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

21. Gold Cross is a "covered entity," as that term is defined in the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rules"), and, as such, must comply with the Privacy Rules. The Privacy Rules require Gold Cross to enter into an agreement containing minimum safeguards with each of its "business associates" as that term is defined in 45 C.F.R. § 160.103 (the "Business Associate Agreement"). Customer is a business associate of Company pursuant to the Privacy Rules, and, consequently, the parties must enter into the Business Associate Agreement.

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

| Santa Clara-Ivins Fire & Rescue | GOLD CROSS SERVICES, INC. |
|---|---|
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Dated | Dated |

# SCHEDULE A

## Description of the Services

I. Gold Cross Shall Provide the following services:

Billing Agent. Gold Cross, as the authorized billing agent for Customer, shall provide billing and account receivable collection services for ambulance services and stand-by events provided by [Customer or Customer's ambulance services provided by third parties], all as directed by Customer. Using Electronic Patient Data (as defined below), Gold Cross will create, make inquiries with respect to, process, and follow up on, billings to Medicare, Medicaid, insurance companies as applicable, other third party payors, and/or patients. Gold Cross's billing and account receivable collection services shall be conducted in accordance with applicable laws, special instructions from Customer, and Gold Cross's policies and procedures in effect from time to time. Gold Cross shall not be responsible to Customer, Medicare, Medicaid, insurers, other third party payors, or patients if the services or documentation provided by Customer to Gold Cross are inaccurate or incomplete or otherwise failed to meet the medical requirements of the patient.

II. Responsibilities of Customer.

In addition to Customer's other obligations under this Agreement, Customer shall be responsible for the following:

A. Ambulance Service Charges. In order to enable Gold Cross to provide the billing and accounts receivable collection services contemplated by this Agreement, Customer shall provide to Gold Cross a current listing of all rates and charges it intends Gold Cross to use to bill for ambulance transportation, disposable supplies, and/or any other product or service for which Customer intends to charge.

B. Electronic Patient Data. Customer will transmit to Gold Cross all ambulance trip ticket information in electronic format. The information provided electronically (hereinafter referred to as "Electronic Patient Data") is necessary for Gold Cross to complete its Services and contains EMS Data that may be required by law to be reported to the State of Utah. To transmit Electronic Patient Data to Gold Cross, Customer shall use computer equipment ("Equipment") owned or leased by it, and Gold Cross shall be under no obligation to provide Equipment to Customer hereunder. Customer agrees that it shall only use NEMISIS III compliant software of the Customers choice (the "Software"), licensed by Customer for the purpose of recording and transmitting to Gold Cross the ambulance trip ticket information described herein. For this purpose, Customer shall purchase the Software to be installed on the Equipment. Customer shall obtain any and all necessary non-exclusive, world-wide, non-transferable licenses (the "Licenses") for Customer's use of the Software during the term of this Agreement. Customer is solely responsible for the maintenance and operability of the Software and the Equipment.

C. Daily Uploading Electronic Patient Data. Customer personnel will, on a daily basis, export over an appropriate, available internet connection the Electronic Patient Data

identified in Section II.B above, to the NEMISIS III so that Gold Cross may download the Electronic Patient Data into Gold Cross's billing system. Customer is solely responsible for obtaining and providing its own broadband connection(s) to the Internet, and Gold Cross makes no representations to Customer regarding the advisability of any provider or particular network. Gold Cross takes no responsibility for, or makes any representation with respect to, the accuracy and/or security of the Electronic Patient Data and/or the maintenance or functionality of the Network.

III. Additional Responsibilities of Gold Cross.

In connection with the foregoing and as part of the Services, Gold Cross will be responsible for the following:

A. Payments Received. Gold Cross will receive and post payments for Customer's billed accounts receivables. Receipts of payment from billed accounts receivables will be deposited, in a timely manner, in an established account with (enter Bank of your choice) . It is understood that certain payors will transmit their payments using an Electronic Funds Transfer ("EFT") process. In these cases, the payor will send its payment with an electronic explanation of benefits ("EOB") to Gold Cross. The EOB allows Gold Cross to accurately post payments to the correct patient account.

B. Collections Activities. Gold Cross will utilize its established system of billing, collection, phone calls, letters, and notices for a period of one hundred eighty (180) days. Gold Cross is responsible for the cost of forms, processing, and postage. It is expressly understood by Customer that Gold Cross does not guarantee the performance or collectability of any accounts receivable. Unless instructed by Customer to do otherwise, Gold Cross will on a periodic basis provide Customer with a list of accounts older than 180 days. Customer will then decide whether or not to write the account off or pursue more aggressive collection action. The decision made by Customer must be forwarded to Gold Cross for appropriate action.

C. Monthly Accounting. At the end of every month, Gold Cross will provide an accounting of the total number of transported patients for that month for which accounts receivables have accrued and a listing of such accounts receivable activity for the previous month in the form attached as Exhibit 1 (each, a "Report"). If the number of transports billed by Gold Cross does not agree with Customer's records, Customer must notify Gold Cross immediately of the discrepancy, so that representatives of each of Gold Cross and the Customer can work together to resolve or correct the discrepancy.

D. Records Ownership and Access. The records of Customer held within the offices of Gold Cross shall remain the property of Customer and shall be available for access and review by Customer at during normal business hours upon providing Gold Cross reasonable notice.

E. State Reporting. Customer acknowledges and agrees that in performing the Services Gold Cross will submit electronically the required patient data it has been provided by Customer to the Bureau of Emergency Medical Services.

## BUSINESS ASSOCIATE AGREEMENT

This Privacy Agreement ("Agreement") is effective upon signing this Agreement and is entered into by and between the City of Santa Clara, UT ("Covered Entity") and **Gold Cross Services. Inc.** (the "Business Associate").

**1. Term**. This Agreement shall remain in effect for the duration of the Task Order Business Associate has with Santa Clara-Ivins Fire & Rescue to maintain billing and collection data from January 29th, 2024, and shall apply to all the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

**2. HIPAA Assurances**. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not using or further disclosing the PHI in a manner that had Santa Clara-Ivins Fire & Rescue done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each applicable requirement of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;

(f) Report promptly to Santa Clara-Ivins Fire & Rescue Records Officer any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by the Covered Entity, which shall include:

(1) Dates of disclosure, (2) names of the entities or persons who received the PHI, (3) a brief description of the PHI disclosed, and (4) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

**3. Termination upon Breach of Provisions**. Notwithstanding any other provision of this Agreement, the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate breaches any term in this Agreement. Alternatively, the Covered Entity may give written notice to the Business Associate in the event of a breach and give the Business Associate five (5) business days to cure such breach. The Covered Entity shall also have the option to immediately stop all further disclosures of PHI to the Business Associate if the Covered Entity reasonably determines that the Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

**4. Return or Destruction of Protected Health Information upon Termination**. Upon the termination of this Agreement, unless otherwise directed by the Covered Entity, the Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by the Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, the Business Associate shall provide to the Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for the Business Associate to return or destroy such PHI, the terms, and provisions of this Agreement shall survive such termination or expiration, and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

**5. No Third Party Beneficiaries.** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

**6. De-Identified Data**. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

**7. Amendment.** Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in writing and signed by both parties.

**8. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

**9. Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

**10. Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

**Facility:** Santa Clara-Ivins Fire & Rescue

Facility Address: 2603 Santa Clara, Dr., Santa Clara, UT 84765

*The facility signer should be the person responsible for maintaining PHI for the facility (e.g., the Chief Privacy Officer, System Security Officer, or Chief Executive Officer).*

Signature:

Name: Andrew J. Parker

Title: Fire Chief

E-mail address of signer: aparker@sccity.org

Date:

**Business Associate:**

Signature:

Name: Jack H. Meersman

Title: Compliance Officer

Date:

E-mail address of signer: jmeersman@goldcrossambulance.com

***Mayor***
*Rick Rosenberg*

***City Manager***
*Brock Jacobsen*

CITY OF SANTA CLARA
FOUNDED 1854

***City Council***
*Denny Drake*
*Leina Mathis*
*Ben Shakespeare*
*Jarett Waite*
*Christa Hinton*

# CITY COUNCIL

**Meeting Date:** 20/Dec/23 **Agenda Item:** 3

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**Applicant:** Chief Bob Flowers **Requested by:** Brock Jacobsen

**Subject:** Police Update Presentation

**Description:**
A presentation by the police regarding current trends and practices of the department.

**Recommendation:** Discussion
**Attachments:** Yes
**Cost:** N/A
**Legal Approval:** N/A
**Finance Approval:** N/A
**Budget Approval:** N/A

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*2603 Santa Clara Drive, Santa Clara, Utah 84765*
*Phone (435) 673-6712 Fax (435) 628-7338*



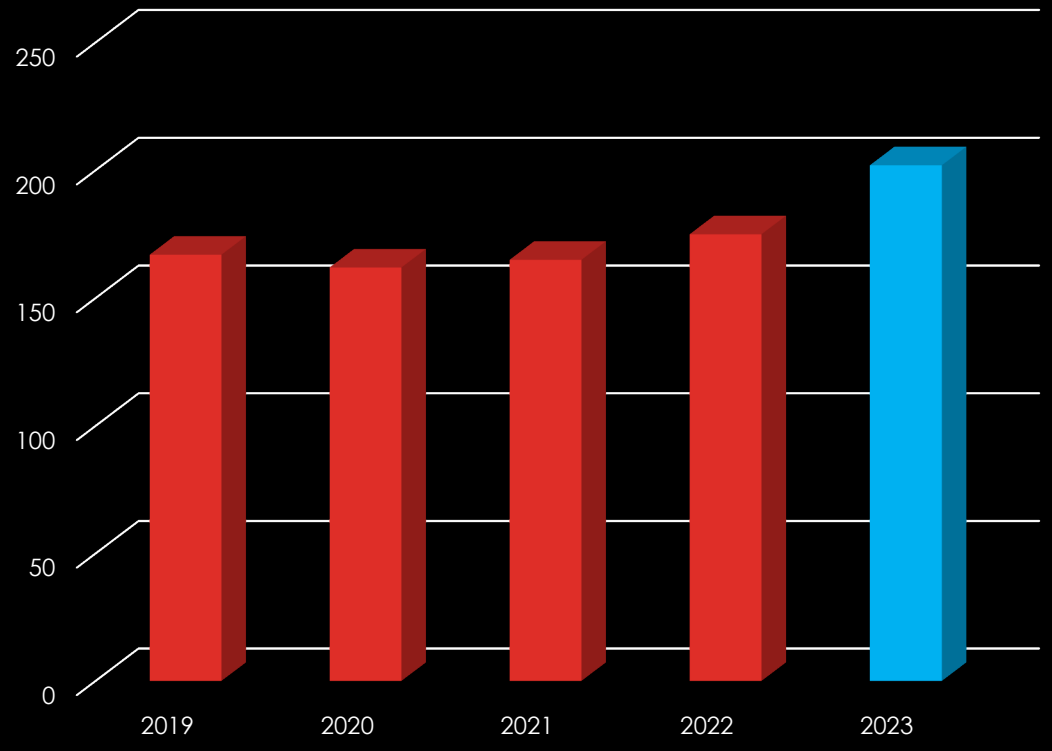

# CHARTING THE COURSE

Goals and accountable strategies

# STRATEGIES

- Professional Standard's and Accountability
- Develop Leadership and Morale
- Community Support and Elected Officials

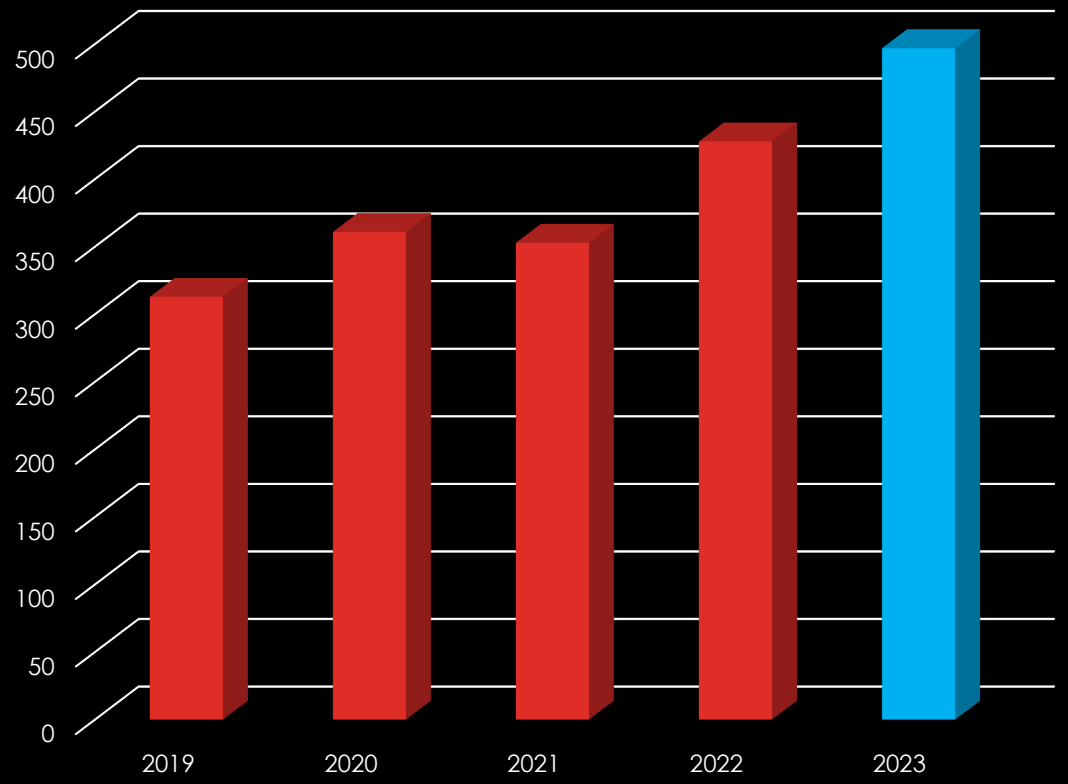
## SANTA CLARA
## Property Crime




AVERAGE INCREASE PER YEAR 6%

2023 YEAR INCREASE 16%

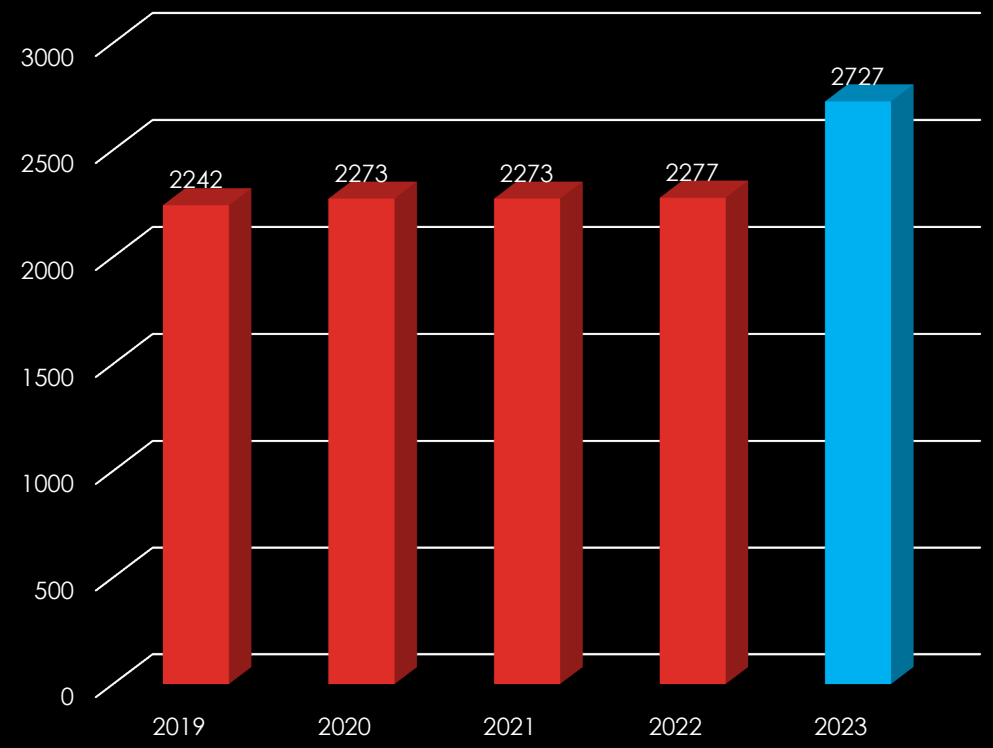
## SANTA CLARA
## Crime Against Person




AVERAGE INCREASE PER YEAR 12%

2023 YEAR INCREASE 17%

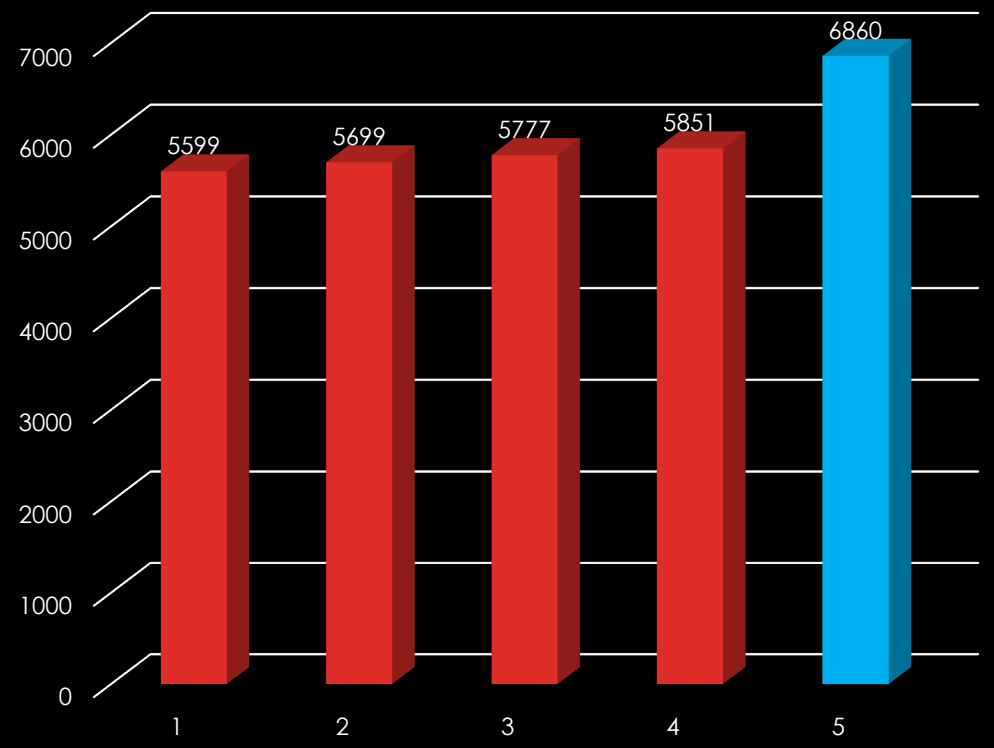
## SANTA CLARA
## Total Calls




AVERAGE INCREASE PER YEAR 5%

2023 YEAR INCREASE 20%

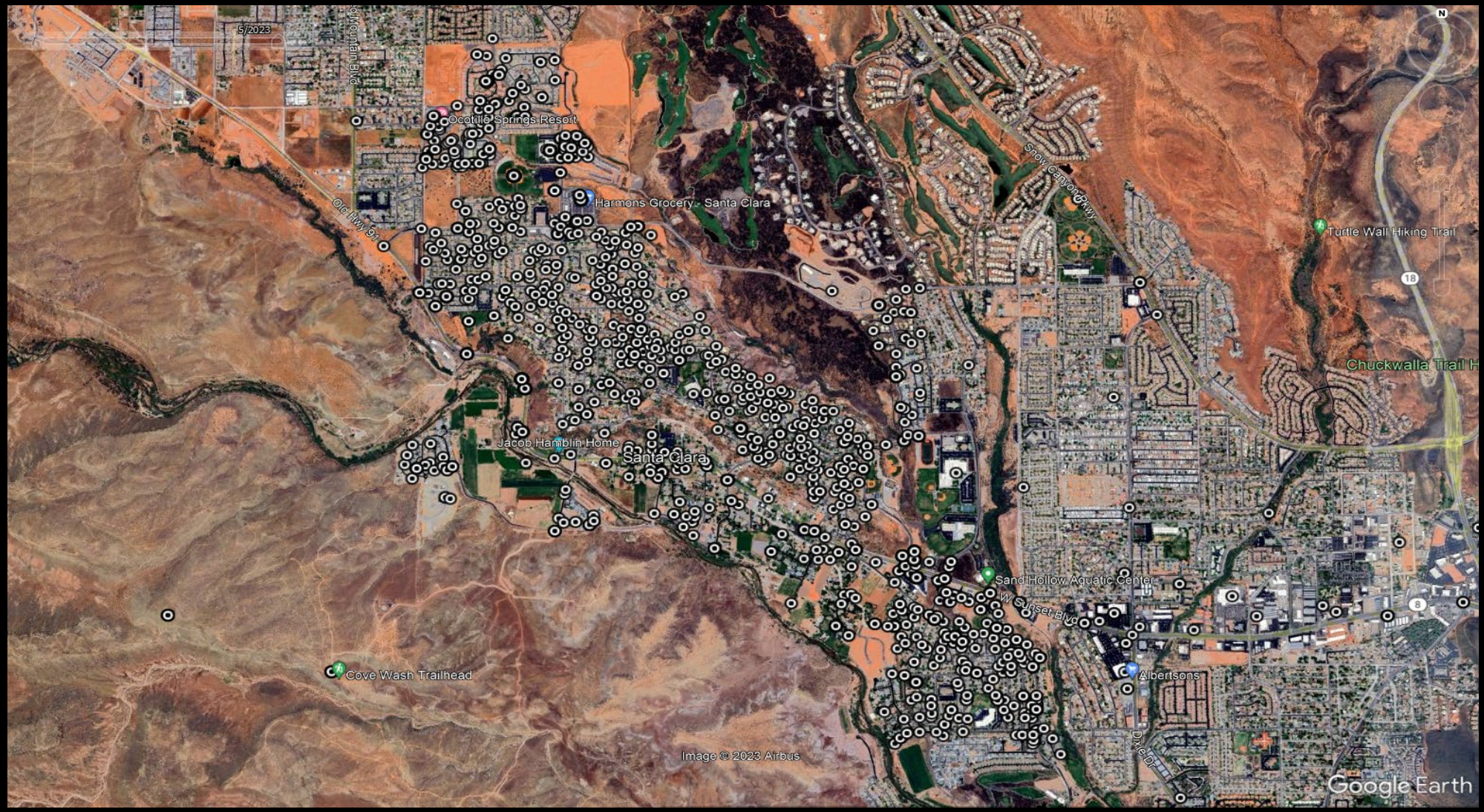
## SCI
## Total Calls




AVERAGE INCREASE PER YEAR 5%

2023 YEAR INCREASE 18%

# SANTA CLARA CITY CALLS 2023



| | SCIPD | HCPD | WCPD | SGPD |
|---|---|---|---|---|
| Population | 18,135 | 23,077 | 32,709 | 102,519 |
| Officers | 16 | 40 | 38 | 144 |
| Calls Per Officer | 352 | 111.8 | 266.3 | 237.9 |
| Officers Per Citizen | .88:1000 | 1.73:1000 | 1.16:1000 | 1.4:1000 |
| Ratio Of Calls | | 3.1:1 | 1.3:1 | 1.4:1 |

# AREA AGENCY COMPARISON

# ACCOMPLISHMENTS

Accreditation

Training

Education

Response Times

Accountability

Supervisors

Gang/Drug Taskforce

# MISSION STATEMENT

The mission of the Santa Clara – Ivins Police Department is to deliver and promote professional public safety services to all we serve. This will be delivered through committed leadership, contemporary policy and procedures, and motivated people.

We promote the highest standards of conduct and expect behavior that is consistent with the highest values of the law enforcement profession.

# THE COURSE FORWARD - GOALS

Professional law enforcement through contemporary training requirements. Training for the future.

Continue to maintain the Accreditation which guides policy and procedures. We set the standard of excellence through our behavior.

Maintain an expectation of ethical behavior and transparency. We take responsibility for our actions.

Develop accountable strategies with measures that support the goals. Evaluate, report, and adjust efforts, as necessary.

# THE STRATEGIES

Requirements:

- 1. People are key to quality of service and public safety environment: 1.5 per thousand.
- 2. Resources: vehicles, required equipment
- 3. Training and education – advanced training requirements.
- 4. Continue to force multiply through partnerships: ie: Task Force and SWAT support.
- 5. Robust reporting to stake holders.



Feedback or inquires always welcome

Concluding questions?



***Mayor***
*Rick Rosenberg*

***City Manager***
*Brock Jacobsen*

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SANTA CLARA
FOUNDED 1854

***City Council***
*Denny Drake*
*Leina Mathis*
*Ben Shakespeare*
*Jarett Waite*
*Christa Hinton*

# CITY COUNCIL

**Meeting Date:** 20/Dec/23 **Agenda Item:** 4

**Applicant:** Santa Clara City **Requested by:** Ryan VonCannon

**Subject:** *Staff would like to* add to Title 12, Chapter 12.24.110; Vaults. An ordinance for burial vaults, to allow approved burial vaults that are made of different materials.

**Description:**

N/A

**Recommendation:** Discussion **Attachments:** N/A

**Cost:** N/A

**Legal Approval:** N/A

**Finance Approval:** N/A

**Budget Approval:** N/A

*2603 Santa Clara Drive, Santa Clara, Utah 84765*
*Phone (435) 673-6712 Fax (435) 628-7338*

this section shall be by the approval of City Council only and will result in the payment of additional fees. (Ord. 2018-01)

### 12.24.100: RESTRICTIONS ON BURIAL:

It shall be unlawful for any person to bury the body of a deceased person within the City limits, except in a cemetery as described in this chapter. No grave in the cemetery shall be opened or filled, refilled or sodded, except by employees of the cemetery under the direction of the Cemetery Superintendent. One interment only shall be allowed in a casket except for a parent with an infant child, for two (2) children buried at the same time, or the addition of one cremated remains placed in the casket at the time of burial. Not more than one casket shall be allowed in a grave plot, except that two (2) cremation vaults may be allowed in a half plot. All parts of a burial or cremation vault shall be no less than two feet (2') below the surface of the ground. No cremation vault shall be placed in the same plat as a regular burial plot. (Ord. 2018-01)

### 12.24.110: VAULTS:

Before a casket is accepted for burial, it must be housed within a concrete vault having fixed top and side panel edge restraints incorporated into the construction and having a strength capable of uniformly withstanding a stress of seven and one-half ($7^1/_2$) pounds per square inch or an equivalent light weight burial container that meets industry strength standards. If a particular type or construction of a vault is rejected by the Cemetery Superintendent, the mortician or party utilizing the vault shall bear the burden of proving compliance with the strength requirements of this section. Cremated remains must be placed in a vault made of fiberglass, concrete or metal with strength deemed adequate by the Cemetery Superintendent. (Ord. 2018-01)

### 12.24.120: MONUMENTS; GRAVE MARKERS:

A. The owner of the burial rights to the plot or relatives of the deceased persons buried in the plot are required to erect a stone monument with the name of the deceased plainly described thereon. All graves shall be identified by a temporary marker or stone monument placed at the head of the plot in the west two feet (2') of the plot. No more than one monument or marker shall be permitted for each grave except when the deceased person is a veteran, in which case one traditional flat U.S. military marker may be placed anywhere in the plot in addition to the primary monument or marker. Monuments and markers placed prior to a burial will be removed from and replaced upon the plot following burial at the plot owners' expense.

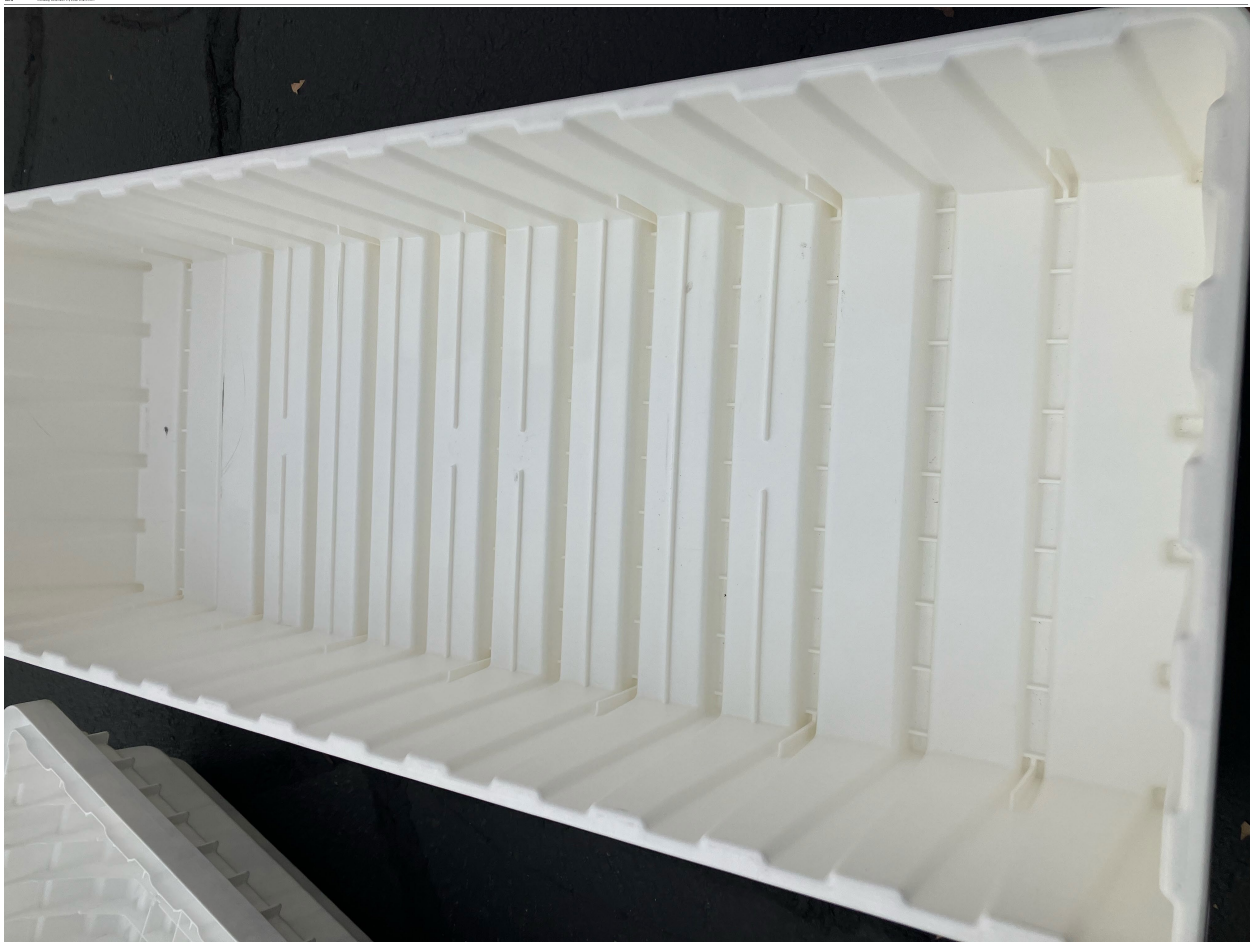
B. All cemetery monuments and markers shall comply with City standards to be determined from time to time by the City Council through resolution.

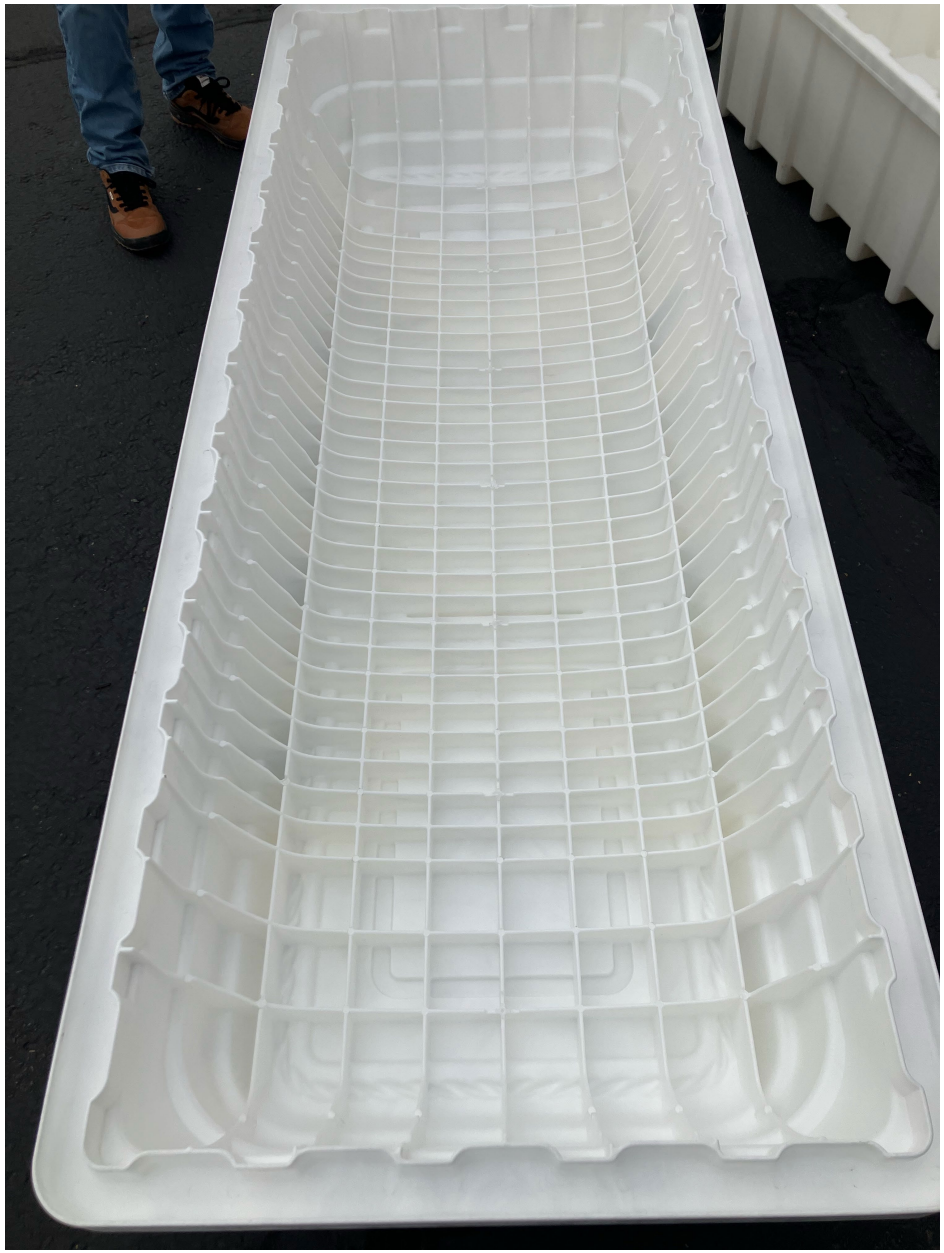
C. In the event the owner of a plot or a burial space or relatives of a deceased person buried in such plot do not place a monument or a marker with the name of the deceased plainly inscribed thereon upon the grave within ninety (90) days after interment, the Cemetery Superintendent shall have the right to do so with a minimal stone or cement marker at the expense of the person owning it or burying in said lot. Where burial of the remains of more than one person or vault in a single plot is permitted by this chapter, either a joint combined monument or small individual markers may be used, provided they can be adequately accommodated within the limits of the plot, but the form and size of the monument or marker shall be within the discretionary approval of the Cemetery Superintendent in any event. (Ord. 2018-01)

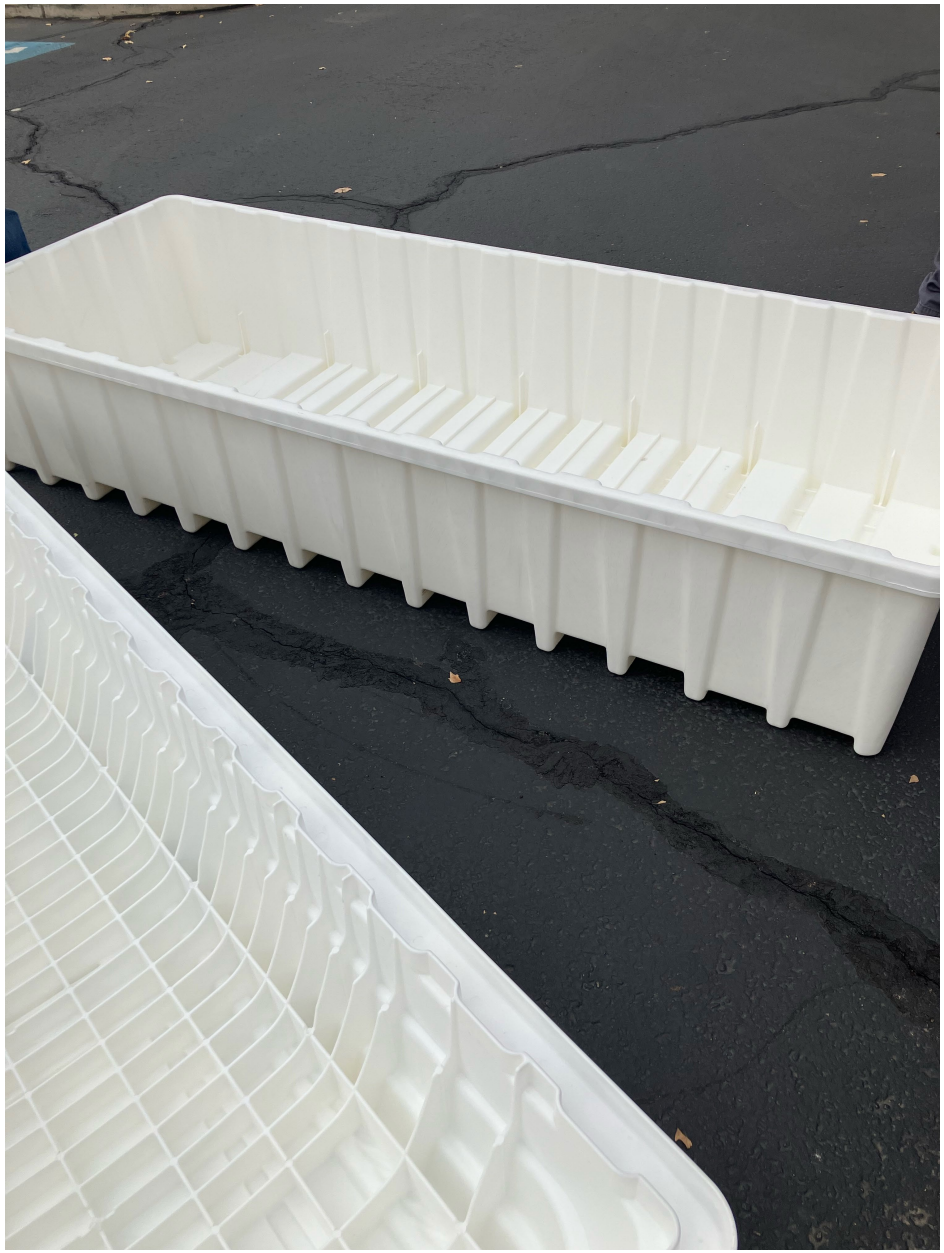
### 12.24.130: MEMORIALS:

A. Permanent Memorials: Up to one permanent memorial per plot is permitted in the east two feet (2') of the plot; provided, however, that permanent memorials must otherwise comply with the requirements for monuments and grave markers set forth in section 12.24.120 of this

From: [redacted]
To: [redacted]
Subject: Wardrobe rail
Date: Monday, November 14, 2022 8:02:13 AM









Matthew's iPhone

***Mayor***
*Rick Rosenberg*

***City Manager***
*Brock Jacobsen*

CITY OF
SANTA CLARA
FOUNDED 1854

***City Council***
*Denny Drake*
*Leina Mathis*
*Ben Shakespeare*
*Jarett Waite*
*Christa Hinton*

# CITY COUNCIL

**Meeting Date:** 20/Dec/23 **Agenda Item: 5**

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**Applicant:** Santa Clara City **Requested by:** Jim McNulty

**Subject:** Regulations for Accessory Structures

**Description:**

City staff would like to have another discussion with the city Council on regulations for accessory structures. A Memo and a draft working copy of multiple section's City Code has been included for review.

**Recommendation:** Discussion **Attachments:** N/A

**Cost:** N/A

**Legal Approval:** N/A

**Finance Approval:** N/A

**Budget Approval:** N/A

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*2603 Santa Clara Drive, Santa Clara, Utah 84765*

*Phone (435) 673-6712 Fax (435) 628-7338*

17.60.040: HEIGHT REGULATIONS: (RA Zone)

No main building shall be erected to a height greater than ~~thirty five~~thirty-five feet (35') and no accessory building shall be erected to a height greater than twenty-five feet (25'). An Accessory Dwelling Unit, ADU may not exceed a height of twenty feet (20'). ~~0') without a conditional use permit approved by the planning commission. (Ord. 2009-01 § 1)~~

17.63.040: HEIGHT REGULATIONS: (R-1-6 Zone)

No main building shall be erected to a height greater than thirty feet (30'), and no accessory building shall be erected to a height greater than twenty feet (20'). An Accessory Dwelling Unit, ADU may not exceed a height of twenty feet (20').

17.64.040: HEIGHT REGULATIONS: (R-1-10 Zone)

No main building shall be erected to a height greater than thirty-five feet (35'), and no accessory building shall be erected to a height greater than twenty feet (20') unless additional rear yard and/or side yard setbacks are provided. For each one foot (1') of additional building setback, one foot (1') of height is allowed up to a maximum height of twenty-five feet (25'). Accessory buildings which comply with the setbacks required of the primary residence are allowed at twenty-five feet (25'). An Accessory Dwelling Unit, ADU may not exceed a height of twenty-five feet (25').

17.65.040: HEIGHT REGULATIONS: (R-1-10/Mixed Lot Size)

No main dwelling shall be erected to a height greater than thirty-five feet (35'), and no detached accessory building shall be erected to a height greater than twenty feet (20') unless additional rear yard and/or side yard setbacks are provided. For each one foot (1') of additional building setback, one foot (1') of height is allowed up to a maximum height of twenty-five feet (25'). Accessory buildings which comply with the setbacks required of the primary residence are allowed at twenty-five feet (25'). An Accessory Dwelling Unit, ADU may not exceed a height of twenty-five feet (25').

17.20.110: DOUBLE FRONTAGE LOTS:

Double frontage lots are lots which have the rear property line adjacent to a public street. Such lots shall meet the following requirements:

A. A six-foot (6') masonry wall shall be constructed along all rear lot lines unless otherwise approved by the Planning Commission.

B. Where the Planning Commission has granted an exception to paragraph A, the minimum rear setback for all structures shall be twenty (20') from the rear property line.

17.20.120: SMALLER ACCESSORY BUILDINGS:

No building permit is required for accessory buildings of less than two hundred square feet (200 sq. ft.) in size without utilities as per the international building code provided that such building will have no plumbing or electrical elements. Building height is limited to ten feet (10') with a minimum side yard and/or rear yard of three feet (3') if existing easements have been cleared by the Building Official or designee.

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17.20.150: ACCESSORY BUILDINGS AND ACCESSORY USES; GENERAL REQUIREMENTS:

1. Accessory buildings shall not be constructed upon a lot until a building permit has been issued for the primary building. No building which is accessory to a primary residence shall be erected to a height greater than twenty feet (20') unless the requirements of all applicable city code sections (Title 17, Zoning) are met which may allow for additional building height.

2. Accessory buildings of less than 200 square feet may be built three feet (3') from property line if existing easements have been cleared by the Building Official or designee. Building height is limited to ten feet (10'). When determining the fire separation for any non-excepted accessory building, an accessory building of less than 200 square feet on a neighboring property will be disregarded.

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3. No stormwater runoff from any accessory building shall be allowed to run onto adjacent property.

4. Accessory buildings, except for agricultural use accessory buildings not including barns and stables, shall be constructed of similar materials and colors, and shall be architecturally designed to blend with the primary building.

5. No mobile home, travel trailer, boat or similar recreational vehicle shall be used as an accessory building.

6. No shipping container, cargo container, shipping crate, box, trailer or similar movable piece of equipment or object shall be used as an accessory building.

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7. No utility connections or meters, separate from the primary dwelling, shall be allowed for accessory buildings. Notwithstanding this restriction a separate sewer connection may be allowed to facilitate gravity flow subject to Building Official or designee approval.

8. No accessory building shall be rented, leased, or sold separately from the rental, lease, or sale of the primary building.

9. No accessory building shall be used as a permanent dwelling unit.

10. When compliant with required setbacks, no detached garage shall be higher than twenty-five feet (25'), measured from finished grade to the highest point of its roof, or higher than the highest point of the roof of the primary dwelling, whichever is less.

11. Accessory buildings, located on corner lots, shall meet the required corner side yard setback, applicable to the zoning district in which the accessory building is located.

12. The cumulative total square footage of agricultural use accessory buildings shall not be greater than twenty-five percent (25%) of the overall lot area.

13. The cumulative total square footage (all building floors included) of all detached garages, and all other accessory buildings, including Accessory Dwelling Units, ADUs above a detached garage, shall not exceed the footprint of the primary dwelling unit on the property.

17.64.060: MODIFYING REGULATIONS:

A. Side yard setbacks on a "street side" shall be the same as for a front yard setback.

B. Private garages and accessory buildings located to the rear, and at least ten feet (10') away from the main dwelling may be built five feet (5') from the property line provided that: 1) projection beyond exterior wall shall not exceed twelve inches (12") into the area where openings are prohibited, 2) stormwater runoff from the building shall not run onto adjacent property, 3) all corner lots shall maintain required setbacks on street sides, and 4) construction shall comply with current international residential code (IRC) exterior wall and opening protection. No building, or swimming pool, shall be in any easement without city approval. Exception: Accessory buildings of less than 200 square feet may be built three feet (3') from property line if existing easements have been cleared by the Building Official or designee. Building height is limited to ten feet (10'). When determining the fire separation for any non-excepted accessory building, an accessory building of less than 200 square feet on a neighboring property will be disregarded.

1. After first obtaining a building permit from the Santa Clara City building official, a carport or awning may be constructed in the required twelve-foot (12') side yard setback or ten-foot (10') rear yard area subject to the following conditions:

a. All three (3) sides of the carport/awning away from the dwelling shall be kept completely open. No storage areas shall be permitted as any part of the carport/awnings.

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b. The height of the carport/awning shall not exceed the height of the top plate of the walls of the first floor of the dwelling, or a maximum of ten feet (10') above the normal grade of the side yard setback.

c. A two-foot (2') setback shall be maintained from the side property line.

d. The roof shall be sloped away from the dwelling, and a rain gutter shall be installed along the roof edge on the side yard of the two-foot (2') setback to keep all roof runoff on the property of the owner of the carport/awning.

2. All construction materials shall be completely noncombustible and shall meet all applicable requirements of the international residential code.

a. The color of the construction material shall be of earth tones or harmonize with the colors of the dwelling unit.

b. The carport/awning shall always be well maintained and shall be repainted from time to time as necessary.

3. The side of the carport/awning nearest the front street shall be set back a minimum of ten feet (10') behind the front face of the dwelling unit.

C. The front yard width in a cul-de-sac may be approved by the land use authority with less than the required width.

## 17.64.060: MODIFYING REGULATIONS:

B. Private garages and accessory buildings located to the rear, and at least ten feet (10') away from the main dwelling may be built five feet (5') from the **rear** property line **and two feet (2') from the side property line** provided that:

1) projection beyond exterior wall shall not exceed twelve inches (12") into the area where openings are prohibited,

2) stormwater runoff from the building shall not run onto adjacent property,

3) all corner lots shall maintain required setbacks on street sides, and

4) construction shall comply with current international residential code (IRC) exterior wall and opening protection. No building, or swimming pool, shall be in any easement without city approval.

**5) No accessory building shall have a width greater than on half (W/2) the width (W) of the rear property line as measured from the property line. (See Fig. B)**

**6) No Accessory building shall have a depth greater than on half (D/2) the depth of the side property line. (See Fig. B)**

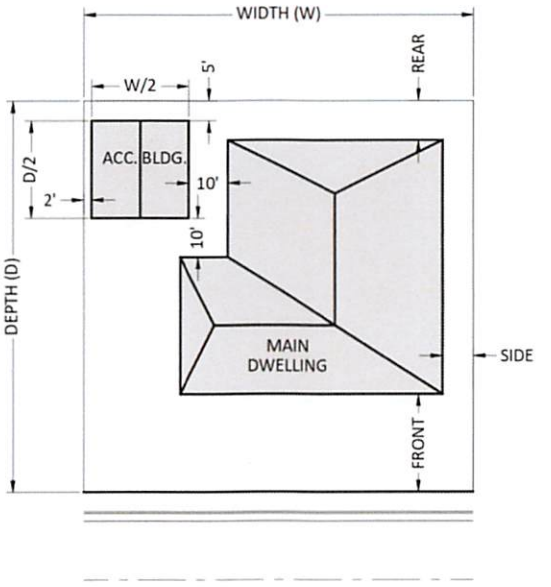



**Figure B.**

**7) No more than one such accessory building shall be constructed on any given lot.**